



## NOTICE OF PUBLIC MEETING

Board of Directors Meeting  
2/26/2025 @ 5:00 PM on Zoom

<https://us02web.zoom.us/j/83872761137?pwd=sYl00hLk6uy9WAdwDb2Mlqn3wtjXF5.1>

Meeting ID: 838 7276 1137 Passcode: 599290 Phone Access: 1 669 900 6833

High Desert Montessori School's Board of Directors will conduct their public meeting either in-person, virtually, or by phone. All Directors shall attend the meeting in person or remotely. Public members wishing to attend the virtual meeting may do so by using the virtual link or phone information as directed below. Unless otherwise restricted, as noted, the Board may take action on any item. Unless otherwise stated, items may be taken out of order at the discretion of the chairperson. Items may be combined for the Board to consider. Items may be pulled or removed from the agenda at any time. Reasonable efforts will be made to assist and accommodate physically disabled persons desiring to attend the meeting. Please contact the school at 775-624-2800 in advance so arrangements may be conveniently made. Supporting materials will be posted on our website, <https://www.hdmsreno.com/board-information/> no later than 10:00 AM on the day of the board meeting.

The Board of Directors will receive public comment virtually, in person, or via email, at [publiccomment@hdmsreno.com](mailto:publiccomment@hdmsreno.com). All public comments received before and during the meeting will be provided to the Board of Directors. Such comments shall not be read aloud at the meeting but will be recorded in the public record and in the minutes. In-person public comment will be limited to 3 minutes. No action can be taken on any comments, but public input is welcome.

## AGENDA

1. Call to Order and Roll Call (FOR POSSIBLE ACTION)
2. Public Comment
3. Adopt the Agenda (FOR POSSIBLE ACTION)
4. Approval of Board Minutes from 1/29/2025 (FOR POSSIBLE ACTION)
5. Revised 2024-2025 Employee Handbook (FOR POSSIBLE ACTION)
6. Adjustment to Primary Tuition Rates (FOR POSSIBLE ACTION)
7. Principal/Executive Director Update (FOR DISCUSSION)
8. Faculty Liaison Report (FOR DISCUSSION)
9. PTO Liaison Report (FOR DISCUSSION)
10. Public Comment
11. Adjournment and Future Agenda Items (FOR POSSIBLE ACTION)

**Items not acted on at this meeting may be acted on at future meetings.**

*"High Desert Montessori School provides a safe, nurturing school environment that fosters independence, problem-solving skills, and great work in our students. We offer tools to explore the universe through Montessori's Cosmic Education, the purpose of which is to link all areas of human knowledge. We urge all of our students to be participating members of a socially conscious and green community by inspiring them to be critical thinkers capable of reflection, communication, and action. We comply with all Nevada State and Common Core State Standards."*



# High Desert Montessori Charter School

101 Fantastic Drive. Reno, Nevada 89512 - 775-624-2800

HDMS Board meetings are posted at the following places:

- Washoe County School District
- Sparks Library
- Washoe County Administration
- HDMS 101 Fantastic Drive, Reno, NV 89512
- HDMS Website [www.hdmsreno.com](http://www.hdmsreno.com)



**Board of Directors Meeting**  
**February 26, 2025, @ 5:00 PM via Zoom**  
**101 Fantastic Drive, Reno, Nevada 89512**

**1. Call to Order and Roll Call at 5:33**

Ashley Allen  
Bonnie Pillaro  
Jennifer Linn (not present)  
Kristen Ashbaugh  
Nancy Smith (joined at 5:36)  
Pamala Pollard (not present)  
Reid Riker

**2. Public Comment**

Public comments were heard.

**3. Adopt the Agenda**

Member Pillaro motions to approve the agenda with the adjustment of moving item 11 to item 7 (see supporting documents), Member Ashbaugh seconds the motion and it passes unanimously.

**4. Approval of Board Minutes from 11/20/2024**

Member Ashbaugh motions to approve the Board Meeting minutes from 11/20/24 (see supporting documents). Member Allen seconds the motion and it passes unanimously.

**5. Approval of 2025-2026 HDMS Calendar**

Administrator Jordan presented the 2025-2026 HDMS Calendar (see supporting documents).

Member Smith motions to approve the calendar (see supporting documents), Member Pillaro seconds the motion and it passes unanimously.

**6. Finance Committee Report**

Member Pillaro presented the finance committee report.

## **7. Discussion of Primary Tuition Rates**

Administrator Jordan led a discussion about the potential need of a Primary Program tuition rate increase.

## **8. Update to the High Desert Montessori Charter School Financial Policies**

Administrator Haddock presented the updated High Desert Montessori Charter School Financial Policies, which include updates that will bring HDMS into compliance with Nevada Department of Agriculture requirements (see supporting documents).

Member Allen motions to approve the High Desert Montessori Charter School Financial Policies as presented (see supporting documents), Member Ashbaugh seconds the motion and it passes unanimously.

## **9. Discussion of the scope of the Faculty Advisor to the HDMS Board of Directors position**

Vice-Chair Smith led a discussion regarding the future scope of the Faculty Advisor to the HDMS Board of Directors position.

## **10. Approval of Jamie Berfield as Faculty Advisor Liaison to the HDMS Board of Directors**

Member Smith motions to approve Jamie Berfield as Faculty Advisor Liaison to the HDMS Board of Directors, Member Ashbaugh seconds the motion and it passes unanimously.

## **11. Presentation of Revised 2024-2025 Employee Handbook**

Administrator Perez presented the Revised 2024-2025 Employee Handbook.

## **12. PTO Liaison Report**

Member Ashbaugh presented her report from the HDMS PTO.

## **13. Public Comment**

Public comment was heard.

## **14. Adjournment and Future Agenda Items**

The next meeting will be February 26, 2025, at 5:00 PM via Zoom.

Members discuss future agenda items.

Member Ashbaugh motions to adjourn the meeting, Member Allen seconds the motion and it passes unanimously. The meeting is adjourned.

# HDMS: A Charter School That Sees The Whole Child



## HIGH DESERT MONTESSORI CHARTER SCHOOL

### EMPLOYEE HANDBOOK 2024-2025

Revised Jan. 2025

101 Fantastic Dr. Reno, NV 89512

775-624-2800

[www.hdmsreno.com](http://www.hdmsreno.com)

**Disclaimer:** This document contains references to policies and other documents pertaining to the rules and regulations of High Desert Montessori School. We reserve the right to revise these policies and documents as well as this handbook, during the course of the school year. If the handbook is updated, we will share the updated handbook with all HDMS employees.

# TABLE OF CONTENTS

|  |           |
|--|-----------|
| <b>HDMS: A Charter School That Sees The Whole Child</b>                      | <b>1</b>  |
| <b>ABOUT THE HANDBOOK</b>  | <b>5</b>  |
| INTRODUCTION   | 5         |
| HANDBOOK CONTENTS  | 5         |
| THE INTENT   | 5         |
| VISION   | 6         |
| MISSION  | 6         |
| PURPOSE  | 6         |
| MONTESSORI PHILOSOPHY  | 7         |
| MONTESSORI ADULTS  | 7         |
| <b>STATE AND COUNTY GOALS AND MISSION</b>                                    | <b>7</b>  |
| NEVADA DEPARTMENT OF EDUCATION   | 7         |
| WASHOE COUNTY SCHOOL DISTRICT  | 8         |
| <b>HDMS EMPLOYMENT CONDITIONS</b>  | <b>9</b>  |
| EQUAL EMPLOYMENT OPPORTUNITY   | 9         |
| NONDISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES | 10        |
| NEVADA PREGNANCY WORKERS' FAIRNESS ACT                                       | 11        |
| NONDISCRIMINATION AGAINST NURSING MOTHERS                                    | 12        |
| CERTIFICATIONS   | 12        |
| <b>CODES OF CONDUCT &amp; ETHICAL STANDARDS</b>                              | <b>12</b> |
| EMPLOYEES & GIFTS  | 12        |
| CONFLICT OF INTEREST   | 13        |
| SOLICITATIONS  | 13        |
| CODE OF ETHICS & STANDARD PRACTICES FOR HDMS<br>EDUCATORS                    | 14        |
| HDMS EMPLOYEE STANDARDS OF CONDUCT   | 16        |
| BASIC CONDUCT OF THE MONTESSORI ADULT  | 16        |
| HDMS PROFESSIONAL CONDUCT & DISCIPLINE POLICY                                | 17        |
| <b>HDMS EMPLOYEE POLICIES</b>  | <b>18</b> |
| DRESS & GROOMING   | 18        |
| PERSONNEL RECORDS  | 19        |
| ATTENDANCE, PTO & ABSENCE REPORTING  | 19        |
| HDMS LEAVE POLICIES  | 21        |
| FAMILY AND MEDICAL LEAVE ACT – FMLA  | 21        |
| WORKER'S COMPENSATION LEAVE  | 25        |
| DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE                                       | 26        |
| BEREAVEMENT LEAVE  | 27        |

|  |           |
|--|-----------|
| JURY AND WITNESS DUTY LEAVE                        | 27        |
| MILITARY LEAVE OF ABSENCE                          | 28        |
| PARENTAL LEAVE FOR SCHOOL ACTIVITIES               | 28        |
| VOTING LEAVE                                       | 29        |
| GENERAL RULES AND CONDITIONS FOR LEAVES OF ABSENCE | 29        |
| TELEPHONE & CELL PHONE POLICY                      | 30        |
| ACCEPTABLE TECHNOLOGY USE POLICY                   | 30        |
| LAPTOP COMPUTER POLICY                             | 31        |
| STUDENT DISCIPLINE                                 | 33        |
| PROMOTION, PLACEMENT & RETENTION                   | 33        |
| SCHEDULING OF ACTIVITIES                           | 33        |
| STAFF MEETINGS                                     | 33        |
| BUILDING USE                                       | 34        |
| REPAIR OF MONTESSORI MATERIALS                     | 34        |
| LAMINATOR USE                                      | 34        |
| MEAL AND REST BREAKS FOR HOURLY EMPLOYEES          | 34        |
| <b>FUNDRAISING</b>                                 | <b>35</b> |
| GUIDELINES   | 35        |
| INDIVIDUAL CLASSROOM FUNDRAISERS                   | 35        |
| WHOLE SCHOOL FUNDRAISERS                           | 35        |
| PTO FUNDRAISERS                                    | 36        |
| <b>FINANCIAL PROTOCOLS</b>                         | <b>36</b> |
| HANDLING OF ACTIVITY & OTHER FUNDS                 | 36        |
| PURCHASING PROCEDURES FOR CLASSROOM SUPPLIES       | 37        |
| REIMBURSEMENT PROCEDURE                            | 37        |
| ADVANCE TRAVEL EXPENDITURES                        | 37        |
| TRAVEL EXPENSE REIMBURSEMENT                       | 37        |
| HDMS PROCUREMENT POLICY                            | 37        |
| <b>DRUG, ALCOHOL &amp; CHEMICAL DEPENDENCY</b>     | <b>39</b> |
| <b>POLICY</b>                                      | <b>39</b> |
| <b>HEALTH SERVICES</b>                             | <b>40</b> |
| MINOR FIRST AID, MORE SERIOUS INJURIES & CPR       | 40        |
| ABUSE & NEGLECT REPORTING REQUIREMENTS             | 41        |
| <b>HDMS CONFLICT RESOLUTION POLICY</b>             | <b>41</b> |
| HARASSMENT, DISCRIMINATION OR RETALIATION          | 41        |
| HANDBOOK ACKNOWLEDGEMENT FORM                      | 47        |

# ABOUT THE HANDBOOK

## INTRODUCTION

The **Employee Handbook (the "Handbook")** is a summary of directives and guidelines focusing the awareness of those serving HDMS students on accountability in our relationships with federal, state, county or education entities. There are numerous laws, statutes, policies, codes, and compliance requirements with which we comply while we serve those in our care, honoring our heritage rooted in the practices of the educational philosophy of Dr. Maria Montessori. It is not meant to describe the teaching method or school spirit, or to encapsulate all laws or regulations that apply to HDMS. This HDMS Employee Handbook is a dynamic document subject to change via publicly held meetings of High Desert Montessori School's Board, advisory committees, and staff.

## HANDBOOK CONTENTS

The information in this HDMS Employee Handbook is **subject to change**. Changes in High Desert Montessori School's Employee policies may supersede, modify or eliminate the policies in this Handbook and are therefore understood to be responsive and dynamic to changing needs and the educational and regulatory climate of the times in which we live.

Employees shall agree to the terms and conditions of the HDMS's Handbook. This handbook is not a contract. Further, no modifications to contractual relationships or alterations of at-will relationships are intended by this Handbook.

The HDMS Handbook contents are available on the HDMS' shared Google Drive. School administration will assist in accessing the HDMS Handbook, if necessary. A hard copy of the Handbook is available upon request and will be provided to new employees upon hire.

Each employee shall read the HDMS Handbook upon hire. Employment with HDMS is conditioned upon employees complying with the standards, policies and procedures defined or referenced in the Handbook. As HDMS provides updated policy information, which will be placed in the HDMS Handbook and noticed on the staff weekly bulletin for a reasonable length of time, each employee accepts responsibility for promptly reading and abiding by the updates, and accepts responsibility for contacting his or her Principal/Executive Director if there are questions, concerns or need of further explanation.

## THE INTENT

The intent of this Handbook is to provide information that will help with questions and pave the way for success for the School, a public charter school sponsored by Washoe County School District. We are a community and we function together productively when we each understand the role and purpose we have in this Montessori Community. We boost each other to the experience of success. Job descriptions are utilized to further describe employee job duties and

responsibilities, which will be provided to each employee upon hire, each time duties and responsibilities change, and during annual review discussion. We rely upon each other to take care of duties in a manner that acknowledges the boundaries of other employees' positions while attending to each of our tasks in service to students who trust us to guide and assist them.

The contents and updates reflect that it is the intent of HDMS to meet or exceed acceptable standards and best practices in education and administration as a Montessori public charter school in Washoe County, Nevada. Suggestions for additions and improvements to this Handbook are welcome and may be brought to the attention of Human Resources, Administrators, Financial Advisory Subcommittee or to Staff Meetings to consider in regularly scheduled or public meetings held in accordance with Nevada Open Meeting laws. These entities may make recommendations for approval of substantive changes to the HDMS Board of Directors, who then may approve, revise or deny the changes. *(Approved by Board 2/25/10)*

This Handbook is neither a contract nor a substitute for the Nevada Revised Statutes that pertain to a Nevada charter school. For those who serve HDMS, it is not intended to serve as a contract or alter the status of employees or independent contractors in any way. Rather, it is a guide to and a brief explanation of HDMS policies, which may change at any time due to new information or conditions.

## **VISION**

HDMS is dedicated to providing a nurturing community of learners. We empower children's self-construction, spark their imaginations, and instill a life-long love of learning.

## **MISSION**

HDMS provides a safe, nurturing school environment that fosters independence, problem-solving skills, and great work in our students.

We offer tools to explore the universe through Montessori's Cosmic Education, the purpose of which is to link all areas of human knowledge.

We urge all of our students to be participating members of a socially-conscious and green community by inspiring them to be critical thinkers capable of reflection, communication and action.

We comply with all Nevada State Academic and Next Generation Science Standards.

## **PURPOSE**

The purpose of HDMS is to provide a quality education to children from age three through 8<sup>th</sup> grade, as resources and programs develop.

## **MONTESSORI PHILOSOPHY**

We subscribe to the philosophy that HDMS exists for the purpose of providing an excellent academic and social environment in which each child can develop mentally, physically, emotionally and socially to the maximum of his/her potential abilities. The Montessori curriculum, under the guidance of trained, dedicated staff members, shall provide opportunities and motivation for the development of self-discipline, democratic responsibilities, moral and social values as well as career development, a background for higher learning and continuous intellectual growth.

The educational goals shall recognize the importance and worth of the individual and his/her needs and interests while striving to stimulate his/her interest and pride in benefiting from the educational experiences provided in the classroom and activities.

The responsibility for fulfilling these objectives is shared by school personnel, students, parents and citizens of this Montessori community.

## **MONTESSORI ADULTS**

For the benefit of the HDMS Community, "Montessori principles are evident in the action of all adults; key actions include speaking softly, clearly, and respectfully to children and adults, refraining from offering unnecessary help, inviting as opposed to commanding, nurturing student engagement in meaningful work." (Montessori in the Public Sector Rubric, 2016)

"By creating respectful, inclusive classrooms, celebrating diversity in all its forms, crossing cultural boundaries, and modeling engaged citizenry, Montessori educators nurture students who will transform the world and make it a better place for their generation and the generations that follow." (The American Montessori Society)

## **STATE AND COUNTY GOALS AND MISSION**

We are part of the delivery system of public instruction for the State of Nevada. As such, you need to know and support to the best of your ability the goals and missions of our State of Nevada and Washoe County. They are provided here for your convenience and contemplation.

## **NEVADA DEPARTMENT OF EDUCATION**

The Nevada State Board of Education acts as an advocate and visionary for all children and sets the policy that allows every child equal access to educational services, provides the vision for a premier educational system and works in partnership with other stakeholders to ensure high levels of

success for all in terms of job readiness, graduation, ability to be life-long learners, problem solvers, citizens able to adapt to a changing world and contributing members of society.

The mission of Nevada Department of Education (NDE) is to lead Nevada's citizens in accomplishing life-long learning and educational excellence. There are six major purposes that support its joint mission:

**Assessments, Curricula and Instructional Support:** We want schools that have the highest expectations for the accomplishments of all learners, preparing students for future work, education and community life.

**School Health, Safety and Nutrition:** We want students who are safe, well-nourished, healthy, and ready to learn.

**Special Education and Diversity Programs:** We want schools that welcome all learners, valuing the diversity that makes each student a unique member of the community of learners.

**Technology and Innovative Programs:** We want schools where professionals are admired for their commitment to students, respected for their craft as educators and trusted in their roles as decision makers.

**Career, Technical, and Adult Education:** We want schools that have a clear vision for educational excellence, linkages to the community and the capacity to engage in continuous self-renewal to make that vision possible for all learners.

**Finance and Accountability:** the Nevada Department of Education depends upon an effective and efficient system for finance and accountability in leading Nevada's citizens in accomplishing life-long learning and educational excellence.

## WASHOE COUNTY SCHOOL DISTRICT

Washoe County School District (WCSD) is our direct sponsor. We have an important responsibility to know and support its goals for the children enrolled in HDMS. The beliefs and parameters of WCSD are compatible with those of HDMS. We join WCSD in its goal to ensure that every child is achieving proficiency or above in core subjects. We, too, make a commitment to a safe environment for all students inclusive of individual learning styles and cultural backgrounds. We seek to support our English Language Learners and our Special Education students with appropriate accommodations that foster each child's growth and development of academic and personal success. And, finally, we seek to make decisions based upon the data that we acquire or collect to facilitate our school's continual improvement over time.

**WCSD Mission:** The Washoe County School District provides each student the opportunity to achieve his or her potential through a superior education in a safe and challenging environment in order to develop responsible and productive citizens for our diverse and rapidly changing community.

**WCSD Vision:** As a courageous innovative leader in education, Washoe County School District will be one of the nation's top performing school districts, graduating all students college ready and/or highly skilled career ready."

**WCSD Core Beliefs:** We believe:

- All students will learn and be successful.
- The achievement gap will be eliminated by ensuring every student is challenged to learn at, or above, grade level. Effective teachers and principals, dedicated support staff, rigorous curriculum, measurable outcomes, ongoing monitoring and assessment, collaboration, professional development, and a culture of continuous improvement will ensure classroom success for all students.
- Superior performance will be achieved through clear goals that set high expectations and standards for all students and employees.
- Family, school and community engagement will be required for student academic success.
- Leadership and passion, together with accountability and transparency, will be keys to reform and success."

## HDMS EMPLOYMENT CONDITIONS

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

Any exception to this policy of employment-at-will may only be made in writing signed by the Principal/Executive Director of HDMS. In particular, this policy is not modified, nor does anyone have the authority to modify it (except for the Principal/Executive Director in writing) by any statements, expressed or implied, contained in this Handbook; the application; or any memoranda, policy, procedure, or other materials or statements provided to applicants or employees in connection with your employment. This policy supersedes any and all written, oral, or implied representations that are in any way inconsistent with it.

Please note that nothing in this Handbook is intended or shall be construed to limit any right or obligation, on the part of HDMS, to terminate any employee's employment, or deny an employee participation in any HDMS activity, if required by law, including, without limitation, NRS 388A and NAC 388A.

## EQUAL EMPLOYMENT OPPORTUNITY

High Desert Montessori School ("HDMS" or the "School") is committed to a policy of equal opportunity for all employees and applicants for employment, regardless of age, race, color,

religion, sex (including pregnancy and related conditions), national origin, disability, sexual orientation, gender identity or expression, status as a registered domestic partner, genetic information, veteran status , or any other characteristic protected by federal, state, or local law. All actions affecting personnel are administered fairly and in accordance with applicable laws.

Our commitment to equal treatment includes maintaining a workplace free from sexual, racial, ethnic, religious or other forms of illegal harassment. Please understand that this policy cannot be successful and effective without your input. For this reason, if you feel that you have been harassed or discriminated against, based on one or more of the protected classifications discussed above, while on the job, you are encouraged to follow the reporting process set forth in HDMS' Harassment, Discrimination, or Retaliation policy, which is set forth below. All complaints alleging violations of this Equal Employment Opportunity policy, or the Harassment, Discrimination, or Retaliation policy set forth below, will be promptly and thoroughly investigated, as discussed more fully in the Harassment, Discrimination, or Retaliation policy set forth below. Employees who engage in discriminatory or harassing conduct in violation of this policy or HDMS' anti-harassment policy are subject to disciplinary action, up to and including immediate termination of employment.

## **NONDISCRIMINATION AGAINST AND ACCOMMODATION OF INDIVIDUALS WITH DISABILITIES**

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

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that employees with disabilities are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations (if any) (a) to applicants only after conditional offers of employment have been extended, and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam, or as part of the School's physical exam program.
3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation(s) that enable them to perform the essential functions of their position, except where such accommodation(s) would impose an undue hardship on the School or present a direct threat to the health and safety of the individual or others in the workplace.

5. Notify individuals with disabilities that the School will provide reasonable accommodation to qualified individuals with disabilities, by including this policy in the School's employee handbook and by posting the Equal Employment Opportunity Commission's poster on not discriminating against individuals with disabilities and other protected groups.

Qualified individuals with disabilities may make requests for reasonable accommodation, which may include a leave of absence, to the Business Coordinator. On receipt of an accommodation request, the Business Coordinator will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation(s) the School might make to allow the individual to perform the essential functions of his or her position.

The Business Coordinator, in conjunction with the Principal/Executive Director, will determine the feasibility of requested accommodation(s) and/or other potential reasonable accommodations. Please keep in mind that this is an interactive process. Employees requesting reasonable accommodations may, in appropriate circumstances, be required to submit information from their health care provider as part of the interactive process.

The Business Coordinator will inform the employee of HDMS' decision on the accommodation request or on how to make the accommodation.

Employees will not be retaliated against for requesting or receiving reasonable accommodations pursuant to this policy.

## **NEVADA PREGNANCY WORKERS' FAIRNESS ACT**

HDMS prohibits discriminatory or unlawful employment practices based on pregnancy, childbirth, or related medical conditions. Conditions relating to pregnancy and childbirth include any physical or mental condition intrinsic to pregnancy or childbirth, including lactation or the need to express breast milk for a nursing child, mastitis or other lactation-related medical condition, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, loss or end of pregnancy, and recovery from loss or end of pregnancy.

HDMS also provides reasonable accommodations to female employees due to pregnancy, childbirth, or related medical conditions. Any female employee who requires such an accommodation should contact the Business Coordinator, who will then initiate the interactive process to identify reasonable accommodations that will enable the employee to perform the essential functions of her position, and have benefits and privileges of employment that are equal to those available to other employees, without imposing an undue hardship on HDMS. Such accommodations may include, by way of example, modifying equipment or providing different seating; revising break schedules, which may include revising the frequency or duration of breaks; providing assistance with manual labor if the manual labor is incidental to the primary work duties of the employee; authorizing light duty; temporarily transferring the employee to a less strenuous or hazardous position (in appropriate circumstances); or restructuring a position or providing a modified work schedule.

Employees will not be retaliated against for requesting or receiving reasonable accommodations pursuant to this policy.

## NONDISCRIMINATION AGAINST NURSING MOTHERS

HDMS does not discriminate against employees who are nursing mothers that need time during working hours to express breastmilk. HDMS will provide appropriate break time and a place to do so, other than a bathroom, that is reasonably free from dirt or pollution, protected from the view of others, and free from intrusion by others. Employees needing accommodations relating to the expression of breast milk should contact the Business Coordinator.

## CERTIFICATIONS

It is the employee's responsibility to meet certification requirements prescribed by federal NCLB laws and NRS and NAC, and for ensuring that necessary records, including original transcripts sent from institutions conferring credits and degrees, are on file in the HDMS Human Resources Office personnel files and with State of Nevada Department of Education Teacher Licensure office. All staff roles have certain mandated **safety certificates** required by law that must be met before the employee is considered anything but probationary. Files must contain service records, **official transcripts** showing degrees conferred, a valid **Nevada teaching license** and any other employment information required by federal, state or local laws, codes and policies.

**Teachers not having a valid license must apply for an appropriate licensure, certification or endorsement for the area in which they teach. Teachers must complete all requirements of their corrective action plans in NCLB to achieve a clear teaching license.**

HDMS teachers will not be allowed to maintain employment as teachers if they fail to produce their certification for hiring before school starts, and may have to perform duties and be paid under their substitute license until replacements can be found. Employees unable to produce Highly Qualified (HQ) certification or who fail to keep certification valid and current will be dismissed.

*"It is my belief that the thing which we should cultivate in our teachers is more the spirit than the mechanical skill of the scientist; that is, the direction of the preparation should be toward the spirit rather than toward the mechanism." —Dr. Maria Montessori*

## CODES OF CONDUCT & ETHICAL STANDARDS

### EMPLOYEES & GIFTS

HDMS employees are prohibited from seeking or accepting any **gift, service, favor, or employment**, which would improperly influence a reasonable person to depart from faithful and impartial discharge of his or her duties, and shall not use his or her position within HDMS to secure

**unwarranted privileges, preferences, exemptions, or advantages for himself or herself, family members, or for a business entity in which the employee has a significant interest.**

Additionally, as HDMS staff members subscribing to Montessori philosophy, we agree to observe the HDMS 'Conditions of Employment', 'Employee Standards of Conduct' and 'Code of Ethics & Standard Practices for HDMS Educators' and all policies affecting the way business is conducted at HDMS as a tax-funded public agency, put forth in the High Desert Montessori School Employee Handbook in effect during the term of the agreement. Occasionally, parents will offer gifts to the teaching staff. If those items are intended for educational use, they should be considered gifts for the classroom, not personal, and should be left with the classroom for future educators.

## **CONFLICT OF INTEREST**

HDMS recognizes that teaching and all other positions with HDMS are full-time or half-time employment and should be considered as such by all the employees. Any additional or supplementary part-time work must not in any way interfere with the complete and efficient performance of school duties and obligations.

A teacher will not engage in the selling of instructional related supplies or materials to his/her own students or the parents during the time such students are assigned to his/her classes. A teacher shall not act as an agent for any textbook company selling textbooks in Nevada. Acceptance of such an agency shall cause forfeiture of the teacher's position in HDMS.

A teacher desiring to sell promotional items should consider how the activity will reflect upon himself/herself and upon HDMS. The employee should not take undue advantage of his/her school position or office and in no case should the "good name" of High Desert Montessori School be used.

## **SOLICITATIONS**

HDMS shall not solicit funds from or attempt to sell goods or services to employees. If HDMS participates in community charity or fund-raising campaigns, it will assure employees that their participation is strictly voluntary.

Staff members shall not solicit or sell any goods or services on school property except as may be approved by the Principal/Executive Director.

All fundraising campaigns conducted by school employees in the community or away from school premises to obtain funds for HDMS, the student body, class or club must have prior approval by the administration. Such fundraising campaigns by students should not be conducted during regular school hours without approval by the Principal/Executive Director.

# CODE OF ETHICS & STANDARD PRACTICES FOR HDMS EDUCATORS

**Professional Responsibility:** Each HDMS educator should strive to create an atmosphere that will nurture to fulfill the potential of each student. The educator shall comply with standard practices and ethical conduct toward students, professional colleagues, school officials, parents and members of the community. In conscientiously conducting his or her affairs, the educator shall exemplify the highest standards of professional commitment.

**Principle I: Professional Ethical Conduct.** Each HDMS educator shall maintain the dignity of the profession by respecting and obeying the law, demonstrating personal integrity and exemplifying honesty.

**Standard 1.** The educator shall not intentionally misrepresent official policies of High Desert Montessori School and shall clearly distinguish those views from personal attitudes and opinions.

**Standard 2.** The educator shall honestly account for all funds committed to his or her charge and shall conduct financial business with integrity.

**Standard 3.** The educator shall not use institutional or professional privileges for personal or partisan advantage.

**Standard 4.** The educator shall accept no gratuities, gifts or favors that impair professional judgment.

**Standard 5.** The educator shall not offer any favor, service or thing of value to obtain special advantage.

**Standard 6.** The educator shall not falsify records or direct or coerce others to do so.

**Principle II: Professional Practices and Performance.** Each HDMS educator, after qualifying in a manner established by law or regulation, shall assume responsibilities for professional administration of teaching practices and professional performance and shall demonstrate competence.

**Standard 1.** The educator shall apply for, accept, offer or assign a position or a responsibility on the basis of professional qualifications and shall adhere to the terms of a contract or appointment.

**Standard 2.** The educator shall organize instruction that seeks to accomplish objectives related to learning.

**Standard 3.** The educator shall continue professional growth.

**Standard 4.** The educator shall comply with written local school board policies, state regulations and applicable state and other federal laws.

**Principle III: Ethical Conduct toward Professional Colleagues.** The HDMS educator, in exemplifying ethical relations with colleagues, shall accord just and equitable treatment to all members of the profession.

**Standard 1.** The educator shall not reveal confidential information concerning colleagues or students unless disclosure serves lawful professional purposes or is required by law.

**Standard 2.** The educator shall not willfully make false statements about a colleague or High Desert Montessori School.

**Standard 3.** The educator shall adhere to written local school board policies and state and federal laws regarding dismissal, evaluation and employment practices.

**Standard 4.** The educator shall not interfere with a colleague's exercise of political, citizenship rights and responsibilities.

**Standard 5.** The educator shall not discriminate against, coerce or harass a colleague as set forth more fully in HDMS' Equal Employment Opportunity and Harassment, Discrimination, or Retaliation policies.

**Standard 7.** The educator shall not use coercive means or promise special treatment in order to influence professional decisions or colleagues.

**Standard 8.** The educator shall have the academic freedom within the Montessori lessons to teach as a professional privilege, and no educator shall interfere with such privilege except as required by state and/or federal law.

**Standard 9.** The educator shall not intentionally deny or impede a colleague in the exercise or enjoyment of any professional right or privilege.

**Principle IV: Ethical Conduct Toward Students.** Each HDMS educator, in accepting a position of public trust, should measure success by the progress of each student toward realization of his or her potential as an effective citizen.

**Standard 1.** The educator shall deal considerately and justly with each student and shall seek to resolve problems including discipline according to law and HDMS' Positive Discipline Policy.

**Standard 2.** The educator shall not intentionally expose the student to disparagement or ridicule.

**Standard 3.** The educator shall not reveal confidential information concerning students unless disclosure serves lawful professional purposes or is required by law.

**Standard 4.** The educator shall make reasonable effort to protect the student from conditions detrimental to learning, physical health, mental health, and/or safety.

**Standard 5.** The educator shall not deliberately distort facts.

**Standard 6.** The educator shall not unfairly exclude a student from participation in a program, deny benefits to a student, or grant an advantage to a student on the basis of race, color, sex (including gender identity or expression), sexual orientation, disability, national origin, religion, or family status.

**Standard 7.** The educator shall not unreasonably restrain the student from independent action in the pursuit of learning or deny the student access to varying points of view.

**Principle V: Ethical Conduct Toward Parents and Community.** Each HDMS educator, in fulfilling civic responsibilities in the community, should cooperate with parents and others to improve the public schools of the community.

**Standard 1.** The educator shall make reasonable effort to communicate to parents information that lawfully should be revealed in the interest of the student.

**Standard 2.** The educator shall endeavor to understand community cultures and relate the home environment of students to High Desert Montessori School.

**Standard 3.** The educator shall manifest a positive role in school-public relations.

## **HDMS EMPLOYEE STANDARDS OF CONDUCT**

Employees shall comply with the Standards of Conduct set out in this policy and with any other policies, regulations and guidelines that impose duties, requirements or standards attendant to their status as High Desert Montessori School employees. **Violation** of any policies, regulations and guidelines may result in disciplinary action, up to and including immediate termination of employment without resort to lesser discipline.

All school employees shall be expected to **adhere to the standards** of conduct established for the Nevada public school system in reference to the **code of ethics** as well as the **standard practices** of Montessori educators.

## **BASIC CONDUCT OF THE MONTESSORI ADULT**

- Always respect the child.
- The equipment is referred to as “work”, not toys.
- Children work, not play.
- Children are “children,” not “kids.”
- Speak softly and never across the room.
- Do not eat or drink anything other than what the children are also allowed.
- When interacting with students, always use manners of graciousness including “please”, “thank you”, and “you’re welcome.”

## HDMS PROFESSIONAL CONDUCT & DISCIPLINE POLICY

As an integral member of the HDMS team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. Employees must not be discourteous or disrespectful to students, parents, or any member of the public while in the course and scope of HDMS business.

We know that it is easy to become personally involved in the lives of your students and their parents. HDMS expects that all employees respect the professional boundaries in all student and parent relationships.

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

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

- (a) Inefficiency;
- (b) Immorality;
- (c) Insubordination (meaning a refusal to comply with a lawful instruction from HDMS);
- (d) Neglect of duty;
- (e) Conviction of a felony or of a crime involving moral turpitude;
- (f) Inadequate performance;
- (g) Evident unfitness for service (provided, however, that HDMS provides reasonable accommodations to disabled employees as set forth more fully in HDMS' Nondiscrimination Against and Accommodation of Individuals with Disabilities policy); Failure to comply with such lawful requirements as HDMS's Board of Directors may prescribe;
- (h) Failure to show normal improvement and evidence of professional training and growth;
- (i) Any cause which constitutes grounds for the revocation or suspension of a teacher's or administrator's license;
- (j) Willful neglect or failure to observe and carry out the requirements of the position;
- (k) Dishonesty;
- (l) Breaches in the security or confidentiality of the questions and answers of the achievement and proficiency examinations that are administered to students;

- (m) Intentional failure to observe and carry out the requirements of a plan to ensure the security of examinations adopted pursuant to NRS 389.616 or 389.620;
- (n) An intentional violation of NRS 388.5265 or 388.527;
- (o) A violation of HDMS's policies or procedures; or
- (p) Engaging in any conduct that, as a matter of law, prohibits HDMS from lawfully employing the individual.

The above are merely examples; other conduct that adversely affects job performance or the reputation of HDMS may also be grounds for disciplinary action.

All written correspondence to persons, agencies, or others outside HDMS on HDMS stationary or in the name of HDMS must be made with the knowledge and consent of school administration.

## HDMS EMPLOYEE POLICIES

### DRESS & GROOMING

The dress and grooming of school employees shall be clean and neat in a manner appropriate for their assignments and in accordance with any additional standards established by their supervisors and approved by HDMS administrators. Staff should be well aware of and model the Dress Code for HDMS students, outlined in the Parent Student Handbook.

Inappropriate tattoos are not permitted to be visible while at school or at school-related activities. Clothing should be clean and cover the entire torso of the body. Clothing should not feature logos or artwork that depicts inappropriate themes for children. These include, but are not limited to, sexual, drug, alcohol, violence, discrimination, or hatred themes. Each employee's torso should remain completely covered during any school related activity. This includes not wearing tops with small straps, bare midriffs, or clothing with intentional or unintentional holes, or clothing that reveals underclothing.

**General guidelines include baseball caps are not allowed to be worn inside the buildings. No exposed spaghetti straps; the straps of tops must be at least 2 finger widths wide and shorts and skirts are to be fingertip length.**

For safety, shoes must be non-distracting, durable, not restricting you from hurrying to assist a child in distress, such as during outdoor activities.

The Montessori environment requires that your clothing allow you to freely move and occasionally work on the floor and outdoors with children. At the minimum, the **Dress Code for Students** (copy included in this handbook) should not be violated by employees; we model the behaviors we expect, even in our manner of dress. You shall dress accordingly in a casual, but stylish, professional manner appropriate for a teaching professional.

## PERSONNEL RECORDS

HDMS maintains personnel files on each employee. To ensure that your personnel file is up-to-date at all times, notify HR coordinator of any changes in your name, telephone number, home address, marital/domestic partner status, number of dependents, beneficiary designations, required certifications, documentation of completed courses and required permits, the individuals to notify in case of any emergency, and so forth.

## ATTENDANCE, PTO & ABSENCE REPORTING

**ATTENDANCE AND PUNCTUALITY:** HDMS expects you to assume diligent responsibility for your attendance and promptness. Recognizing that illness, injury and other foreseeable and unforeseeable circumstances may occur which may prevent or inhibit you from reporting to work, HDMS has established the leave policies contained in this Handbook.

Unscheduled and unapproved employee absences hinder HDMS in its objective of service to the students and families and is an extra burden for other employees. Employees are expected to make arrangements for a substitute teacher by using the list provided by HDMS, or internal coverage as appropriate (although finding a substitute teacher is not a condition of using the PTO that is discussed below). Other support staff will follow the procedures set up according to their roles; except in extraordinary circumstances, it is up to the employee to obtain his or her own coverage. Once arrangements are made as needed, please notify the following via confirmed text message. Text the Principal/Executive Director, Human Resources, the Receptionist, your Assistant and the Teachers in your level.

Unexcused absenteeism or tardiness is grounds for disciplinary action, up to and including termination. As a school, we must report annually on Average Daily Attendance of our teachers. We expect our staff to have attendance rates of 95 percent or greater. This does not include leave eligible for the Family and Medical Leave Act or other federal or state laws. If an employee leaves his or her position without adequate notification to his or her supervisor or coverage of his or her position, fails to report for work without approval or does not give proper notice to his or her supervisor, fails to provide a satisfactory reason for such absence or tardiness as determined by HDMS, or is found sleeping on duty, HDMS will consider that you have abandoned your employment and have voluntarily terminated your employment with HDMS.

Notwithstanding the foregoing, HDMS provides reasonable accommodations to disabled employees as set forth more fully in HDMS' Nondiscrimination Against and Accommodation of Individuals with Disabilities policy.

**REQUEST FOR TIME OFF:** In the event of inability to attend any regular session of the school year (for any off-campus training or appointments, either personal or professional), employees must also submit a "Request for Time Off" to Human Resources as soon as possible, but no later than 24 hours in advance. Appointments should, as much as possible, be scheduled during the

times when not required to work. A Request for Time Off should also be submitted immediately after unexpected or sick leave is taken.

**ANNUAL ALLOCATION OF PAID TIME OFF (PTO):** HDMS Employees are eligible for allocation of PTO, which is calculated at a rate of .08 hours per 1 hour of work, with a cap of 140 hours per contract year. Remaining PTO will carryover from one academic year to the next. If an employee has insufficient PTO hours available to cover absence, time off will be taken without pay.

This allotment of PTO (0.08 hours per 1 hour of work) includes an allotment of 0.01923 hours per 1 hour worked as payment of the paid sick leave required under NRS 608.0197.

PTO will be paid out at the pay rate in effect for the employee at the time PTO is taken. Hours taken as PTO are not hours worked and therefore do not contribute toward overtime.

Employees may use PTO for any use, including, without limitation, (1) treatment of a mental or physical illness, injury, or health condition; (2) receiving a medical diagnosis or medical care; (3) receiving or participating in preventative care; (4) participating in caregiving; or (5) addressing other personal needs related to the health of the employee. Employees are not required to give a reason for their use of PTO.

Information concerning the amount of accrued, unused PTO available to an employee is included on the employee's paystub.

Once PTO is exhausted, additional unpaid time off is not guaranteed (unless required by statute or other applicable law). Exempt employees who utilize unpaid time off will be required to take such unpaid time off in full day increments.

**UNUSED PTO:** Unused PTO will be carried over beginning with the balance of time at the end of the previous school year. Upon separation, employees with at least (10) years of continuous service at HDMS shall be entitled to payment of 15% of the total value for accumulated PTO, not to exceed 190 days or the hourly equivalent per the employee's contract. Otherwise, employees are not eligible for payout of accrued, unused PTO upon termination. Where a payout is granted, the rate of pay shall be as follows: Total of days of accumulated PTO, to a maximum of 190 days, multiplied by the employee's daily rate of pay at the end of the previous fiscal year.

If an employee is involuntarily terminated, they will not be entitled to PTO cash out. If a position is eliminated, an employee will have an option of an open position, if one is available for which the employee meets the qualifications. If one is not available, the employee shall be eligible for payment of unused PTO if service years have been met.

If an employee's employment is involuntarily terminated but the employee is reinstated within 90 days, any previously unused and unpaid PTO hours will be reinstated upon re-hire.

Employees will not be retaliated against for requesting or using PTO under this policy.

**LEAVE DUE TO MONTESSORI TRAINING:** If enrolled in Montessori training sponsored by HDMS, employees will not be required to use PTO time to complete the requirements of the training.

**INCLEMENT WEATHER:** HDMS will follow the policies and schedule for Inclement Weather as announced by WCSD.

**LESSON PLANS:** Teachers must maintain a set of appropriate lesson plans for the substitute to use that contains all materials, references, and supplies required to follow the lesson plan.

**SICK LEAVE BANK:** At the beginning of each school year, each employee will have the option of donating one (1) full regularly scheduled shift of PTO (example: teachers donate 7.5 hours) into a collective leave bank ("Sick Leave Bank"). This Sick Leave Bank will consist of all donated time for use by donating employees ("Donating Employees"). Donating Employees will be eligible to apply for additional time to cover a leave the employee may need due to extenuating circumstances for illness or injury. All Donating Employees' accumulated PTO must be used prior to applying to use time from the Sick Leave Bank. The use of the Sick Leave Bank time must be approved by the Administration as a qualifying event. Once all time in the Sick Leave Bank has been used by Donating Employees, no additional time shall be granted.

## **HDMS LEAVE POLICIES**

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

- a. Family and Medical Leave Act
- b. Worker's Compensation Leave
- c. Domestic Violence Leave
- d. Bereavement Leave
- e. Jury and Witness Duty Leave
- f. Military Leave

## **FAMILY AND MEDICAL LEAVE ACT — FMLA**

Family and medical leaves must be granted for the following situations:

- The birth of a child of the employee and to care for the newborn.
- The placement of a child with the employee for adoption or foster care.
- To care for a spouse, child or parent who has a serious health condition.
- Because of a serious health condition that prevents the employee from performing the functions of his or her position.
- To care for a spouse, child, parent, or next of kin of a servicemember who has a serious injury or illness sustained while on active duty in the military.

- Because of a qualifying exigency when a spouse, child, or parent is a servicemember called to active duty in the military.

### Eligibility

Employees must have worked a total of at least 12 months (including all periods of employment with HDMS) AND worked at least 1,250 hours during the 12-month period immediately preceding the beginning of the leave.

### Notice to HDMS

If the leave is planned in advance, you must provide us with at least thirty (30) days' notice prior to the anticipated leave date, using the appropriate HDMS form. If the leave is unexpected, you should notify your supervisor and file the appropriate HDMS form as far in advance of the anticipated leave date as is practicable. (This should be within two (2) business days of the employee becoming aware of the need for the leave.)

### Length of Leave

Eligible employees may take up to 12 weeks of unpaid leave during a rolling twelve-month period calculated from the date the employee first begins an FMLA leave. Employees may take up to 26 weeks of unpaid leave during a single twelve-month period to care for a service member spouse, child, or parent who sustains an injury or illness while on active duty in the military.

### Return from Leave

Employees who return within the allotted time will be placed in their same or similar position, with the same or equivalent terms and conditions of employment and rate of pay. Employees who fail to return to work at the end of their FMLA leave period may be considered to have voluntarily terminated their employment effective the last date of approved leave.

### Benefit Accrual

All HDMS benefits that operate on an accrual basis (e.g., vacation, sick and personal days) will cease to accrue during any period of FMLA leave which is unpaid. All group health benefits (e.g., health, dental and vision insurance) will continue during the leave provided you continue regular employee contributions to those plans, if applicable. (Other benefits, such as life insurance, disability, and any other optional benefits will be governed in accordance with the terms of each benefit plan).

### Use of Accrued Sick Leave and Vacation

Except where prohibited by law, you must use any accrued vacation time to the extent that it is available during the FMLA leave period. If the FMLA leave is due to illness or injury, then the employee must use any accrued sick leave and then any accrued vacation time. Once such benefits are exhausted, the balance of the leave will be without pay.

## Leave for Serious Health Condition of Covered Family Member or Military Caregiver Leave

Employees requesting a leave to care for a covered family member with a serious health condition or a servicemember with a serious illness or injury sustained while on active duty in the military may be required to provide medical certification from the family member's health care provider attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that you are required to care for this family member. The Director of Human Resources has a standard certification of health care provider form that can be used. Employees may also be required to provide additional health care provider's statements at HDMS' request at reasonable intervals.

## Leave for Employee's Serious Health Condition

Employees requesting a leave to address their own serious health condition may be required to submit a completed FMLA certification from their health care provider. During your leave, you may also be required to provide the HDMS with additional health care provider's statements on request from HDMS or HDMS' insurance carriers at reasonable intervals, attesting to your continued inability to work. You may also be required to submit to medical examinations by health care providers designated by HDMS at its discretion and at HDMS' expense, at the beginning of, during, or at the end of your leave period. Before you will be permitted to return from medical leave, you may be required to present HDMS with a note from your health care provider indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation (as discussed more fully in HDMS' Nondiscrimination Against and Accommodation of Individuals with Disabilities policy.

### Special Rules and Conditions for FMLA

#### Births and Adoption

- The twelve week period becomes available on the date of a child's birth or placement.
- If both spouses or registered domestic partners are employed by HDMS, the total combined leave time available for births, adoption or care for a parent is twelve (12) weeks and a combined twenty-six (26) weeks for military caregiver leave. However, each employee would be eligible to use any remaining portion of their twelve weeks for other qualified reasons.
- "Son or Daughter" means biological, adopted, or foster child, stepchild, child of a registered domestic partner, legal ward or persons under age 18 for whom the employee has day-to-day responsibilities to care for and financially support. This may also include persons over 18 years of age who are incapable of self-care because of a mental or physical disability.
- "Parent" means the biological parent of the employee or an individual who stands or stood in as legal guardian to an employee when the employee was a child. "Parent" does not include parents-in-law and grandparents.

- “Serious Health Condition” means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. “Inpatient care” means an overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with the overnight stay. Conditions that may require continuing treatment include incapacity plus treatment, pregnancy, chronic conditions, permanent or long-term conditions, and conditions requiring multiple treatments. Incapacity plus treatment involves a period of incapacity of more than three consecutive, full calendar days with follow-up treatment. To qualify as a serious health condition under the FMLA, the employee or the employee’s family member experiencing the period of incapacity must also: (a) be treated by a health care provider within seven days of the first day of incapacity, (b) be prescribed a course of treatment by a health care provider (e.g., a course of prescription medication), or (c) have at least one other visit with a health care provider within 30 days of the first day of incapacity.
- To be eligible for military caregiver leave, the employee must be the spouse, son, daughter, or next of kin of the servicemember.

Employees will not face retaliation for requesting or receiving leave under this policy.

The following is additional information concerning your rights under the FMLA:

# What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you.
- Your serious mental or physical health condition that makes you unable to work.
- To care for your spouse, child or parent with a serious mental or physical health condition.
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury and **must may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less than a full day or week. Read Fact Sheet 92EM20 for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

# Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer.
- You have worked for your employer at least 12 months.
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

As time goes on, some jobs have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year.
- You work for an elementary or public or private secondary school.
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

# How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave.
- Give notice at least 30 days before your need for FMLA leave, if
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** (if a pretext for the same reason when requesting additional leave).

Your **employer may request certification** from a health care provider to verify medical leave and may request certification of a qualifying existence.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in public officials' laws regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

# What does my employer need to do?

If you are eligible for FMLA leave, your **employer must**:

- Allow you to take job-protected time off work for a qualifying reason.
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job or a substantially identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your **employer cannot interfere with your FMLA rights** or otherwise punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your **employer must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your **employer must notify you in writing**:

- About your FMLA rights and leave activities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

# Where can I find more information?

Call 1-866-487-9243 or visit [dol.gov/fmla](http://dol.gov/fmla) to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR



## WORKER'S COMPENSATION LEAVE

A Worker's Compensation Leave is time off due to an on-the-job injury or illness which prevents the employee from performing the duties of any suitable position. Worker's Compensation Leaves

must be permitted in accordance with state and/or federal law pertaining to on-the-job injury and illness.

Employees are expected to report on-the-job injuries or illnesses immediately (or, where immediate reporting is not feasible, then as soon as possible). Unreasonable delays may lead to HDMS' workers' compensation carriers denying or limiting coverage.

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

## **DOMESTIC VIOLENCE/SEXUAL ASSAULT LEAVE**

Domestic Violence/Sexual Assault Leave is provided to an employee who has been employed with HDMS for at least ninety (90) days and who is a victim of domestic violence/sexual assault or whose family or household member is a victim of domestic violence/sexual assault. HDMS will provide up to 160 hours of unpaid leave in one 12-month period, assuming the employee is not the alleged perpetrator. HDMS will also provide reasonable accommodation if necessary. The leave may be used intermittently or in a single block of time and must be used within 12 months after the date when the act of domestic violence/sexual assault occurred. If used for FMLA-qualifying purposes, the domestic violence/sexual assault leave will run concurrently with FMLA leave and both leave balances will be reduced accordingly.

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

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

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

HDMS may require employee to present documentation substantiating the need for leave, such as a police report, a copy of an application for a protective order, an affidavit from an organization

that provides assistance to victims of domestic violence/sexual assault, or documentation from a physician. Any substantiating documentation provided to HDMS will be treated confidentially.

Employees will not face retaliation for requesting or receiving leave under this policy.

## **BEREAVEMENT LEAVE**

Bereavement Leave is provided to full-time employees who must make funeral arrangements, attend funerals, and take care of personal affairs normally associated with a death in the immediate family. Immediate family members include: spouse; registered domestic partner; child; parent; grandparent; brother; sister; mother-in-law; father-in-law; brother-in-law; sister-in-law; parent, sibling, or child of a registered domestic partner; stepchildren; and foster children. Leave for non-immediate family members may be granted on an unpaid basis at the discretion of your manager.

If you are a full-time regular employee and there has been a death in your immediate family, HDMS will continue your compensation and benefits for up to five (5) days if it is necessary for you to be absent from work.

## **JURY AND WITNESS DUTY LEAVE**

Jury and Witness Duty Leave is granted to regular employees who are summoned to jury duty or subpoenaed as witnesses.

To qualify for jury or witness duty leave, you must notify your immediate supervisor as soon as the summons or subpoena is received and provide your supervisor with a copy of the summons or subpoena. In addition, proof of service must be submitted to your immediate supervisor when your period of jury or witness duty is completed.

1. **Jury Duty Leave:** HDMS will allow you unpaid time off in order to attend Jury Duty. The Employee will not be required to work within the 8 hours before the time when the employee is required to appear for Jury Duty and will not be required to return after the appearance if the Jury Duty appearance lasted for 4 hours or more on the day of the appearance, including the travel time to and from the appearance. The employee may use accrued vacation time in order to be compensated during time away for Jury Duty.

2. **Witness Leave:** If you are subpoenaed as a witness in a HDMS-related case, you will be allowed to appear in court as a witness on HDMS time with no loss of pay. If you are subpoenaed as a witness in a non-HDMS related case, you can use accrued PTO time or you will be given time off without pay in order to appear in court. You may retain any fees you receive from an attorney or the court for such service.

HDMS will make no attempt to have your service on a jury postponed except when business conditions necessitate such action. Employees will not face retaliation for requesting or receiving leave under this policy.

## MILITARY LEAVE OF ABSENCE

Military Leaves of Absence are exclusively governed by federal law. As such, no employee may be placed on a military leave without first arranging the leave through Human Resources. The length of a military leave will coincide with the official orders of the military.

Where possible, you should endeavor to notify your immediate supervisor and the Director of Human Resources at least six (6) months in advance of any military leave; however, to qualify for military leave, you must give notice as soon as you receive your orders and provide the supervisor and Director of Human Resources with a copy of the orders. In addition, proof of military service must be submitted to your immediate supervisor and the Director of Human Resources when your period of military duty is completed.

Any employee who is an active member of the United States Army Reserve, the United States Air Force Reserve, the United States Naval Reserve, the United States Marine Corps Reserve, the United States Coast Guard Reserve, the United States Public Health Service Reserve, or the National Guard shall be released from his/her duties, upon request, to serve under orders on training duty without loss of your regular compensation for a period not to exceed fifteen (15) days in any one calendar year. Any such absence shall not be deemed to be such an Employee's annual vacation as provided for by HDMS policy. This time off is allowed for attendance at annual training, commonly referred to as "summer camp," and is not to be used for weekend or evening meetings. Additional time off to attend weekly or monthly meetings will be scheduled as leave without pay if not on your regular day off.

Employees who return to work according to the specific terms of their official orders, and according to the requirements of applicable law, will be placed in an appropriate position according to applicable law.

## PARENTAL LEAVE FOR SCHOOL ACTIVITIES

HDMS will grant an employee who is the parent, guardian or custodian of a child enrolled in public or private school four (4) hours of unpaid leave per school year per child for any of the following:

1. To attend parent-teacher conferences;
2. To attend school-related activities during regular school hours;
3. To volunteer or otherwise be involved at the school in which the child is enrolled during regular school hours; and
4. To attend school-sponsored events.

The employee must submit a request for the leave in writing, using HDMS leave request form, indicating the activity or event for which the leave is requested and the number of hours requested. The leave request must be submitted to the employee's immediate supervisor at least five (5) school days before the leave is taken. The leave must be taken at a time that is mutually agreed upon by the employee and HDMS. Parental leave for school activities must be taken in increments of at least one (1) hour. HDMS may require the employee to submit documentation that the

employee attended the activity or was otherwise involved at the school during the authorized leave.

The employee may request to use accrued vacation time to be paid for the parental leave. Otherwise, all parental leave for school activities will be without pay.

HDMS is committed to providing parental leave benefits for school activities as required by state law. HDMS will not terminate, demote, suspend, discriminate against, retaliate against, or otherwise threaten or assert that any such action will be instituted against an employee who takes leave in accordance with this policy, who appears at a conference requested by an administrator of the child's school, or who is notified during work hours by a school employee of an emergency regarding the employee's child. Any employee who violates this policy will be subject to disciplinary action up to and including termination of employment.

## **VOTING LEAVE**

HDMS permits employees to take paid time off to vote, at a time designated by HDMS based on specified factors concerning the distance to the polling place, if it is impracticable for the voter to vote before or after his or her hours of employment. Employees who are unable to vote outside of their hours of employment must apply for voting leave prior to the day of the election. The amount of paid time off for voting depends on the distance to the employee's polling place. Employees will not face retaliation for requesting or receiving leave under this policy.

Employers may not discipline employees for being absent in order to vote; to do so constitutes a misdemeanor. NRS 293.463(2), (4). However, employees are required to apply for voting leave prior to the day of the election. NRS 293.463(3).

## **GENERAL RULES AND CONDITIONS FOR LEAVES OF ABSENCE**

### **Requests for Leave:**

All requests for a leave of absence must be submitted in writing, including the type of leave requested, anticipated length of time, and supporting documentation.

### **Approval:**

All requests for leaves of absence must have the approval of the Principal/Executive Director.

### **Health Benefits:**

Employees may retain their existing health benefits for up to twelve (12) weeks while on FMLA and four (4) weeks on any other leave by keeping their contribution payments current while on leave. If the leave lasts for more than twelve (12) weeks of FMLA or four (4) weeks for all other leaves, you may elect to continue coverage under the provisions of COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). Coverage may be terminated if the payments fall thirty-one (31) days in arrears.

## TELEPHONE & CELL PHONE POLICY

Schools are required by Nevada law to have an official policy regarding the use of cell phones at our school. As always, HDMS policies put the wellbeing of the child as our guiding principle. Telephones ringing in a classroom are a distraction and disruption of the classroom environment.

HDMS employees may have cell phones, but they should be in silent or vibrate mode during the academic work periods. They may check the phones for messages during breaks. HDMS does not hold any responsibility for lost or stolen phones, personal listening devices, or data storage devices.

## ACCEPTABLE TECHNOLOGY USE POLICY

HDMS provides access to and use of the Internet and email as part of the instructional or job-related process. All employees, contractors or volunteers must acknowledge this policy before direct access to the Internet or email will be provided. Educators may use the Internet during class-focused group demonstrations with or without parental consent. Employees and volunteers will be held accountable for violations of this policy and must understand that disciplinary actions may be taken in response to violations.

Use of the HDMS computer network access, including the use of the public and other networks, is a privilege which may be revoked by HDMS at any time for abusive or illegal conduct, or violation of the conditions of use set forth herein. Abusive or illegal conduct includes, but is not limited to, the placing, transmission or deliberate access of obscene, abusive, or otherwise offensive, objectionable or unlawful information on the network, the improper access, transferring or sharing of accounts, misappropriation or misuse of information or files of other users, violating copyright laws and the use of obscene, abusive or otherwise offensive or objectionable language in any form using HDMS access. HDMS will be the sole arbiter of what constitutes abusive conduct or violation of the HDMS policies.

HDMS has the right to review any material stored on HDMS computers and can edit or remove any material which it, in its sole discretion, believes to be unlawful, obscene, abusive or otherwise objectionable, or which disrupts computer or network operation, and **each employee waives any right of privacy which he or she may otherwise have in and to such material.**

In accordance with the Federal Educational Rights and Privacy Act (FERPA), employees must obtain or must have on file, a parent/guardian release form authorizing publication of a student's picture, name or work on the Internet.

HDMS is not responsible for any claims, losses, damages, costs or other obligations arising from the use of the network or accounts. HDMS does not make any claims to the accuracy or quality of information obtained through the use of network access.

HDMS and its employees are not liable for any direct or indirect, incidental, or consequential damage due to information gained and/or obtained via use of HDMS network access, including, without limitations, access to other networks. Any breach of restricted access or its protections must be reported immediately to school Administrators.

Employees are not allowed to connect any piece of equipment into HDMS' private network equipment without the approval of the contracted Information Technology service providers.

All information received from, transmitted by, or stored in systems including telephone and electronic communications systems are, and will remain, HDMS property. During working time, these systems are to be used only for job-related purposes. Employees shall not access a file, use a code or retrieve any stored communication unless authorized to do so and shall not disclose messages or information from telephone or electronic communications systems to unauthorized individuals.

Each employee will understand that he or she will have no personal privacy right or any expectation of privacy in connection with the use of HDMS equipment or with the receipt, transmission or storage of information in HDMS equipment. Employees acknowledge and consent to HDMS' monitoring the use of this equipment at its or its IT vendors' discretion, at any time, which may include HDMS' printing out and reading all web history, telephone and email leaving, entering, or stored in these systems.

Staff members understand that violation of this policy can lead to disciplinary action, up to and including immediate termination of employment with HDMS.

Each employee releases HDMS and its staff, administrators, operator, and any institutions with which they are affiliated, from any and all claims and damages of any nature arising from his or her use, or inability to use, HDMS network access.

## **LAPTOP COMPUTER POLICY**

This Computer Acceptable Technology Use Policy and Laptop Use Policies apply to the use of all laptop computers inside and outside the school premises and staff members are expected to follow all of these policies when using the school's laptop computers.

HDMS allows staff to use the school's laptop computers inside and outside the school in order to enhance, enrich, and facilitate teaching and administrative duties as well as school communications. The School's laptops are to be used as a productivity tool for school-related business, curriculum enhancement, research, and communications. Staff members may use the school's laptops for limited personal purposes subject to this policy and the school's Computer Acceptable Technology Use Policy. Staff members also shall exercise appropriate professional judgment and common sense when using the school's laptop computers.

All laptops and related equipment and accessories are the School's property and are provided to the staff members for a period of time as deemed appropriate by the School's administration. As a

condition of their use of the school's laptop computers, staff members must comply with and agree to all of the following:

1. Prior to being issued one of the school's laptop computers, staff members will sign the Laptop Acceptance Form and agree to all outlined policies.
2. Staff members should NOT attempt to install software or hardware or change the system configuration including network settings without prior consultation with Tech Support.
3. Staff members are expected to protect school laptops from damage and theft.
4. Each staff member is monetarily responsible for any hardware damage that occurs off school premises and/or software damage (including labor costs).
5. Staff members will not be held responsible for computer problems resulting from regular School-related use; however, staff members will be held personally responsible for any problems caused by their negligence as deemed the School's administration.
6. Staff members will provide access to any laptop computer, equipment, and/or accessories they have been assigned upon the school's request.

### **General Laptop Use Rules**

If you have important data on the laptop, such as grades, tests or exams, you must back it up on the school's Google network as a safety precaution against hard drive failure. The seconds that it takes to create a backup are well worth the frustration if/when the computer hard disk fails. Since the laptop's keyboard is permanently attached to the rest of the system, make sure that your hands are clean before using it.

Do not place drinks or food in close proximity to your laptop.

Extreme temperatures or sudden changes in temperature can damage a laptop. You should NOT leave a laptop in an unattended vehicle.

When using the laptop, keep it on a flat, solid surface so that air can circulate through it. For example, using the laptop while it is directly on a bed can cause damage due to overheating.

**ALWAYS** keep your laptop plugged into a surge protector when it is plugged in or charging.

### **How to Avoid Laptop Computer Theft**

Due to size and portability, laptop computers are especially vulnerable to theft. Staff members should follow the rules set out below. A staff member will be held personally responsible for any School laptop computers, equipment, and/or accessories that are stolen during the time they have been assigned to that staff member. Below are some tips on how to protect your laptop from being stolen.

1. Do not leave a laptop in an unlocked or unattended vehicle, even if the vehicle is in your driveway or garage. Never leave it in plain sight.
2. Be aware of the damage extreme temperature can cause to computers.
3. Carry your laptop in a nondescript carrying case or bag when traveling.
4. Do not leave a meeting or conference room without your laptop. Take it with you.
5. Never check a laptop as luggage at the airport.
6. Lock the laptop in your office or classroom during off-hours or in a locked cabinet or desk when possible. If a theft does occur, immediately notify HDMS' Administration and Tech Support.

## STUDENT DISCIPLINE

Teachers will provide each parent and student a copy of any discipline policy specific to their classroom which supports the HDMS **Positive Discipline Plan**. In cases of serious and dangerous behavior, HDMS will rely solely upon Washoe County School District's Discipline Policy which details a **Progressive Discipline Plan** for school disturbance, habitual discipline problems, and threats and assaults of teachers, aides, or other students. (*see Parent-Student Handbook*).

## PROMOTION, PLACEMENT & RETENTION

Student promotion, placement and retention will follow state guidelines and HDMS Board of Directors policy. For school retentions, parents must be notified by February 1 for consideration. Currently, 90 percent participation and attendance are required for promotion, subject to, and in accordance with current Nevada law (NRS 392.122) regarding attendance and WCSD policy.

## SCHEDULING OF ACTIVITIES

All activities are to be cleared through the Principal/Executive Director's office with the Fundraising & Events Form before they are scheduled. The Principal/Executive Director appreciates written notification with full facts and details at least two weeks prior to the event.

Arrangements for the use of any other school or private facilities should be made before any definite plans are formulated. Requests should be done in writing with duplicate copies sent the HDMS administrative office and to the owner of the facility to be used.

## STAFF MEETINGS

Staff meetings will be held as planned and scheduled by the Principal/Executive Director or other school administrator. **All teachers and teacher trainees must attend at least 90 percent of the time.** Teaching aides may attend if they wish; there is no penalty to them if they choose not to do

so. Staff meetings will be scheduled on the MASTER CALENDAR and distributed at the beginning of the school year as well as placed on an online calendar (Google calendar).

## **BUILDING USE**

Sponsors of student activity groups, example: boy or girl scouts, chess club, etc., using HDMS facilities must make sure that the facilities are left as they were found or better. Problems have developed where the sponsors have provided inadequate supervision or delegated too much responsibility to the students or volunteers. All outside doors must be checked and locked if the meeting extends beyond 5:30 p.m. For Rental, see Human Resources; there is a facility use agreement form for outside groups.

## **REPAIR OF MONTESSORI MATERIALS**

Teachers are required to maintain HDMS materials. Timely repair of chipped paint and missing pieces is the sole responsibility of the teachers. Teacher aides may assist the teacher in his/her responsibility. Annual inventory will be required.

## **LAMINATOR USE**

Montessori requires many hand-made materials that most teachers will want to remain their personal property. It is our policy that if you use school laminator and lamination film, then the laminated product becomes the property of HDMS.

However, if the teacher would like to reimburse HDMS for the lamination film at a cost of \$.50 per linear foot (excluding lead and finish waste), then the finished product can remain private property. Arrangements should be made with HDMS Financial Department prior to use.

## **MEAL AND REST BREAKS FOR HOURLY EMPLOYEES**

**REST PERIODS** Pursuant to Nevada Revised Statutes section 608.019 an employer must provide an uninterrupted 10-minute rest period for every 4 hours of work or major fraction thereof. Authorized rest periods shall be counted as hours worked, for which there will be no deduction from wages.

### **REST PERIODS PURSUANT TO NEVADA ADMINISTRATIVE CODE SECTION 608.145**

1. Unless an employee is exempt pursuant to NRS 608.019, an employee that works at least 3 1/2 continuous hours is permitted:

- (a) One 10-minute rest period if the employee works at least 3 1/2 continuous hours and less than 7 continuous hours;

(b) Two 10-minute rest periods if the employee works at least 7 continuous hours and less than 11 continuous hours;

2. An unpaid lunch break is not considered when determining the number of hours worked by an employee for the purposes of subsection 1.

3. An employee may voluntarily agree to forego any rest period or meal period. The employer has the burden to prove the existence of any such agreement.

## FUNDRAISING

### GUIDELINES

HDMS participates in numerous fundraising activities each year. Teachers are encouraged to support all fundraising activities that benefit our school. There are, however, different levels of fundraising and different levels of participation to be considered. The following discussion is meant to create clear lines between fundraising efforts:

#### INDIVIDUAL CLASSROOM FUNDRAISERS

From time to time, classrooms seek to hold fundraisers that benefit only their own classroom goals. We are supportive of this activity; however, this activity should be primarily the work of the children in the class and not utilize the resources of the outside community or the entire school. Here are a few suggestions of appropriate fundraisers for individual classrooms:

**Bake sales:** Children's families bake things and the children sell them before and after school to anyone in HDMS that wants to purchase them.

**Car Washes:** Children and their parents wash cars for anyone who wants their cars washed.

**Craft and Art Sales:** Children and their families create items to sell to the public.

#### WHOLE SCHOOL FUNDRAISERS

We hope to develop over time several whole school fundraisers. At these times, the staff is requested to act like a team and to take an active role in the effort. This is primarily a school activity. Everyone participates and everyone equally benefits. Examples of whole school fundraisers:

**Special Events:** Speakers, movies, dances, and parties which utilize the greater community's resources for donations and supplies. All parents and staff are invited.

**Sale Drives:** A specialty item is selected and sold to all parents for a special fundraising effort, for example, popcorn, pizza, pens, wrapping paper, and tickets.

**Grant Writing and Donation Drives:** There are several times during the year where a concerted whole staff effort could yield great results. Goals and objectives to be determined by the staff with shared effort and subsequent benefits.

## PTO FUNDRAISERS

**PTO Fundraisers:** Our Parent/Teacher Organization, **Friends of High Desert Montessori School**, has incorporated as a 501(c)(3) non-profit corporation and has established a separate checking account. Friends of HDMS will throughout the year undertake specific fundraising efforts. As a staff, we will help them all that we can; however, it is important to know that this is an area where they are taking the lead and we are in the supportive role. They are fiscally responsible for the account and its expenditures.

Staff and administration can submit written requests into the Friends of HDMS mail box or into the administrative office at any time. **Friends of HDMS Board** gives serious consideration to each request. Friends of HDMS also tries to maintain an equitable balance for all of the classrooms and teachers, and sets annual goals or focus for the funds; for example, in past years Friends of HDMS supported expenditures to enhance our reading and literacy programs.

HDMS administration receives their bank statements to ensure fiscal oversight, but has no control over their charitable focus or directions. Examples of fundraising efforts made by the PTO are the same as for the whole school with the exception that they maintain leadership of the events and responsibility for the outcome.

## FINANCIAL PROTOCOLS

### HANDLING OF ACTIVITY & OTHER FUNDS

*All class, organization and club funds must be turned into the HDMS administration office. No money will be kept in the teachers' classrooms.*

Procedures for accepting funds from students for field trips, organizations or clubs:

1. List each student from which the money was received
2. State the amount received from the student  
The total on the roster will be the amount forwarded to the Business Office for deposit.
3. Write the name of the class on the deposit envelope
4. Provide a complete description of why these funds were collected on the deposit envelope  
Example: Pumpkin Patch Field trip. Please do not just state "field trip".

Procedures for fundraiser events:

1. Write the name of the class on the deposit envelope
2. Provide a complete description of the fundraiser these funds were collected on the deposit envelope

## PURCHASING PROCEDURES FOR CLASSROOM SUPPLIES

- Funds must be available in your class level account to pay for purchase.
- Purchase requests from the school's office supply vendor are to be submitted to the staff designated to handle orders. Orders are processed on approximately the 5<sup>th</sup> and 20<sup>th</sup> of each month.
- Materials and classroom supplies needing to be ordered from an online vendor and/or by credit card are to be submitted to the Business office for processing.

## REIMBURSEMENT PROCEDURE

- Funds must be available in your class level account to pay for the reimbursement.
- Receipt of the purchase and a completed Reimbursement Form are to be submitted to the Business Office. Approval by the HDMS administrator must be granted prior to processing the reimbursement payment.
- Sales tax will not be reimbursed when payments are required to be made from the General Fund.
- A copy of the sales tax exempt letter is readily available in the Business Office.

## ADVANCE TRAVEL EXPENDITURES

When an employee receives a check in advance for travel, he or she will also receive a "Request for Receipts for Advanced Travel Expenditure" form. It is required that all receipts for all monies spent must be kept. These receipts are to be turned into the Business Office along with the completed "Request for Receipts for Advanced Travel Expenditure" form. **If there are no receipts, the amount will have to be repaid by the employee or withheld from the employee's check until receipts are turned in.**

## TRAVEL EXPENSE REIMBURSEMENT

Before any travel expenses are incurred by an employee, the employee's supervisor and the Financial Department must give approval. For approved travel, employees will be reimbursed for mileage and other travel expenditures according to the current rate schedule authorized by the HDMS administration and the Internal Revenue Service. Other than mileage, employees must submit receipts to be reimbursed for expenses.

## HDMS PROCUREMENT POLICY

The purpose of this procurement policy is to comply with federal requirements for federal funds grantees, which HDMS has been, and to provide a framework for the procurement of goods and services in situations where HDMS has not selected a vendor/grantee through a public decision-making process. The methodologies described below ensure fairness and accountability

in the selection process while affording the flexibility necessary to efficiently conduct the business affairs of HDMS.

HDMS has the power to employ personnel, contract for personnel, and enter into contracts necessary or appropriate, such as with independent contractors as fully defined by the Internal Revenue Service, to carry out the mission of HDMS. No individual may contract on behalf of HDMS unless he or she has been specifically delegated by the Principal/Executive Director or Board of HDMS in writing.

The Principal/Executive Director or his or her designee has the authority to purchase supplies, materials, equipment or other personal property ("Goods") or "Services" required by HDMS in accordance with the procedures described herein.

The HDMS Board relies on the Principal/Executive Director for the hiring and supervision of staff, whom the Board will review as completion of the process, subject to budget and needs of the school. The Board hires the Principal/Executive Director, and the Principal/Executive Director hires and supervises all other staff. Each staff person shall occupy a position authorized by the Principal/Executive Director to pursue authorized activities within budgeted allocations.

No staff person or Board member may influence a business decision if a conflict of interest exists as defined by state law, Nevada Ethics Conflict of Interest Policy, or the HDMS Personnel or Policies.

All purchases of goods or services over \$3,000 of non-routine expenditures must be approved and signed by the **Principal/Executive Director and Board Treasurer**. In the event of such a purchase, the matter shall be placed on the Agenda for the next regular meeting Board members shall be informed of the purchase and the facts that constitute good cause.

The Request for Proposal (RFP) process will be followed for major improvements/ purchases or if changes in vendors being used are required. Where possible, a minimum of three bids shall be obtained prior to selection. Written or documented oral quotations and statements of capacity must be obtained and presented to the Principal/Executive Director or his or her delegate for approval prior to contracting for these goods or services. Selection of the vendor/grantee shall be made with consideration of the bid price and the capacity of the bidder to fulfill the scope of work, usually the lowest, best bid.

A formal bid process shall be used for purchases in excess of the ceiling established by the School. Competition will be secured by quotations from three or more vendors/ grantees who normally deal in the goods or services to be obtained.

- The written quotations must include budgets detailed by line item and include specific information as to the capacity of the vendor/grantee.
- Written scoring criteria must be provided in a published request for bids. The request for bids shall be published a minimum of three times in local papers, and may be published in the Reno area, in trade publications or by other means likely to lead to good competition and quality bids.

- Selection of the vendor/grantee shall be made with consideration of the bid price and the capacity of the bidder to fulfill the scope of work.

## DRUG, ALCOHOL & CHEMICAL DEPENDENCY POLICY

Alcohol and drug abuse and the illegal use of alcohol and drugs in the workplace are of concern to High Desert Montessori School (HDMS). We comply with the Omnibus Anti-Drug Abuse Act of 1988 and the Drug-Free Schools and Communities Act of 1989. It is the policy of HDMS to ensure that its employees do not report for work in an impaired condition resulting from the use of alcohol or drugs; consume alcohol while on duty; or unlawfully possess or consume any drugs while on duty, at a work site or on HDMS property, or while driving an HDMS vehicle (NRS 284.406, NRS 284.4065). Any employee who violates this

policy is subject to disciplinary action up to and including immediate termination of employment.

1. As provided by statute, any employee who
  - exhibits signs and symptoms consistent with alcohol and/or drug intoxication;
  - is involved in a workplace vehicle accident;
  - is involved in a workplace accident for which they seek medical treatment;
  - or who applies for a position affecting student safety, is subject to a screening test for alcohol, drugs, or both.
2. The Administration shall take into consideration the circumstances and actions of the employee in determining appropriate disciplinary action.
3. Each employee is required to inform his/her supervisor as soon as possible after consuming any drug which could interfere with the safe and efficient performance of the employee's duties.
4. Any employee who is convicted of violating a federal or state law prohibiting the sale of a controlled substance will be terminated, regardless of where the incident occurred.
5. Any employee who is convicted of driving under the influence in violation of NRS 484.379 or of any other offense for which driving under the influence is an element of the offense is subject to discipline up
6. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the workplace is prohibited. Any employee who is convicted of unlawfully giving or transferring a controlled substance to another person or who is convicted of unlawfully manufacturing or using a controlled substance while on duty or on the premises of HDMS property will be subject to discipline up to and including dismissal.
7. The term, "controlled substance" means any drug defined as such under the regulations adopted pursuant to NRS 453.146. Many of these drugs have a high potential for abuse. Such

drugs include, but are not limited to, heroin, marijuana, cocaine, PCP, and "crack". They also include "legal drugs" which are not prescribed by a licensed physician.

8. In accordance with the federal Drug Free Workplace Act, each employee is required to inform his or her employer in writing within five days after he or she is convicted for violation of any federal or state criminal drug statute when such violation occurred while on duty or on the employer's premises.

9. Coverage differs so please contact your health care provider to find out what benefits are specific to your plan.

This policy is applicable to all employees. Signing the handbook acknowledgement form acknowledges receipt of the policy.

## HEALTH SERVICES

### MINOR FIRST AID, MORE SERIOUS INJURIES & CPR

Staff shall keep licensure requirements for CPR, First Aid, and Communicable Diseases. Copies of current certificates and licenses must be in personnel files.

If a child should receive a minor cut, scrape, or bruise, please act as an assistant to the child as they treat their own injuries. Offer guidance on proper cleaning procedures, application of ice and/or bandages. If the child is too young to wash a minor injury or apply a bandage, then you must wear rubber gloves to assist them. All debris must be put into a red plastic bag and disposed of in the appropriate Biohazard Container.

Other children should never assist in helping another child with an injury. As staff, we are unable to offer anything other than water, ice, bandages, and our own common sense.

If an injury requires more than minor treatment, **parents must be called immediately**. HDMS reserves the right to call an ambulance and emergency services as it deems appropriate and necessary.

Accident reports must be filled out, and communication with parents must be timely, clear and according to the Parent/Student Handbook and all other applicable health policies.

Any injury to a **staff member** requires a C-1 Incident Form submitted within 24 hours to the HR Clerk (or, if reporting within 24 hours is not feasible, then report as soon as possible). If health services are required for an injury that took place on school property or during school hours, the HDMS Employee Services Provider (currently Concentra) must be used along with a drug/chemical screen. If the drug/chemical screen is positive, the benefits of workers compensation insurance may be forfeited according to the school's liability insurance contract.

## **ABUSE & NEGLECT REPORTING REQUIREMENTS**

All staff members directly working with children of HDMS are required to report, within the first hour, any suspicion of physical or sexual abuse. Reports are made to Washoe County Child Protective Services. This may include, but is not limited to, bruises, welts, cuts, scratches, or other physical and behavioral indicators, as well as, reports of abuse to others by the children. Behaviors typical of abused or neglected children may include such things as, sexual behaviors inappropriate for age, unwillingness to be touched by others, vaginal discomfort, excessive absences, and others.

Please take the time to acquaint yourself with the reporting requirements of the NRS. As a person who has reporting obligations, you may contact Washoe County Social Services directly. A school administrator must be notified of all CPS reports. All staff are trained annually on Child Abuse, Neglect and Bullying policies and procedures as required by NRS.

## **HDMS CONFLICT RESOLUTION POLICY**

HDMS works towards supporting a productive and rewarding work environment. Sometimes, with the many assorted personalities within a staff, conflict arises. HDMS encourages all employees to always approach conflict as an opportunity for personal growth and tolerance, with a “Think Win-Win” mindset.

This policy is designed to aid in the resolution of workplace conflicts. This policy applies to workplace conflicts other than those alleging unlawful conduct. For example, employees who allege a violation of HDMS’ Harassment, Discrimination, or Retaliation policy should follow the reporting procedure set forth in that policy. As for all workplace conflict not including either allegations or discrimination, harassment, retaliation, or other potentially unlawful conduct, if employees are not able to resolve such conflict amongst themselves, they are encouraged to contact their immediate supervisor, HR, or the Executive Director, as appropriate, who will endeavor to assist in finding an appropriate resolution to the conflict.

HDMS maintains an open door policy, meaning that all employees are encouraged to report to their supervisor, HR, or the Executive Director any complaints, concerns, or suggestions for improvement that they may have.

## **HARASSMENT, DISCRIMINATION OR RETALIATION**

HDMS is committed to providing a work environment free of prohibited discrimination, prohibited harassment and retaliation. HDMS maintains a strict policy against such conduct, in

any form, because of race, color, sex (including pregnancy and related conditions), gender, religion, national origin, ancestry, age (40 years and above), physical or mental disability, veteran status, sexual orientation, genetic information, marital or domestic partnership status, gender identity and expression or any other basis covered by applicable federal, state or local law, ordinance or regulation (which will be collectively referred to as "protected categories"). Harassment, discrimination, and retaliation, in any form, including verbal, physical and visual conduct, threats, demands, which violate this policy is prohibited.

## Coverage

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

## Policy and Procedure

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

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

## Sexual Harassment Defined

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

1. Submission to such conduct is made a term or condition of the individual's employment.

2. Submission to or rejection of such conduct is used as the basis of employment decisions affecting such individual.

3. Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors

Sexual harassment can occur regardless of one's sex or gender (or non-binary status). By way of example, it is prohibited for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is prohibited whether it involves coworker harassment, harassment by a manager, or harassment by persons doing business with or for HDMS.

#### Other Forms of Harassment or Discrimination

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

1. Verbal conduct such as epithets, derogatory comments, slurs, or unwanted invitations or comments based upon the protected category.

2. Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures, relating to any protected category or characteristic.

3. Physical conduct such as unwanted touching, blocking normal movement, or interfering with work because of a protected characteristic.

There may be a violation of this policy even if the harassment does not result in an employee losing a job or some other economic benefit. Prohibited harassment or discrimination that impairs one's working ability or emotional well-being at work violates this policy and will not be tolerated.

#### Music in the Workplace

Music with sexually derogatory and violent content can create an intimidating, hostile, or offensive working environment. Employees who play music while in the workplace must ensure that music lyrics are appropriate and professional.

#### Procedure

##### A. Employees

If you believe you are being harassed or discriminated against on the job because of a protected category; or that you are being retaliated against for using in good faith the complaint procedure set forth in this policy or for filing, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing conducted by the School under this policy or a

governmental enforcement agency, you are encouraged to use the procedure outlined in this policy to file a report and have it investigated.

First and foremost, if you feel comfortable doing so, you may instruct the person engaging in offending behavior to cease the conduct. While this is often effective, if you do not feel comfortable confronting the individual in question, you are not required to do so.

Second, you are encouraged to immediately report your concerns to any of the following:

Business Coordinator

Principal/ Executive Director

Assistant Principal

HDMS takes these matters seriously and, as a result, it is important that you report any discrimination, harassment or retaliation strictly in accordance with this procedure so that HDMS can address the issue properly.

The open door policy, chain of command or general practice of reporting issues “up the chain of command” does not apply to violations of this policy. As a result, if any of the people listed above are involved in the conduct that you believe violates this policy, including your supervisor/manager, or you have reported it to one of those positions and they have failed to take appropriate remedial action, then you are encouraged to report it to any of the other positions listed above.

If the conduct is not directed at you, but you are aware of it, you are required to report such conduct whether or not you are personally involved. A failure to immediately report such activity, complaint or allegation, may result in discipline up to and including termination.

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

#### B. Supervisor/Manager

Any supervisor who receives a complaint alleging a violation of this policy, or who is otherwise aware of such a violation, is required to promptly report the matter to the Business Coordinator, Assistant Principal, or Principal/ Executive Director.

This reporting requirement exists regardless of how the supervisor became aware of the conduct in question.

#### C. Investigation and Resolution

Upon receipt of a report under this policy, HDMS will undertake an investigation and attempt to resolve the situation.

HDMS treats all complaints of harassment, discrimination and retaliation seriously and all employees are expected to be candid and truthful during the investigation. If evidence arises that a

participant in the investigation has made intentionally false statements, the employee may be disciplined up to and including termination.

If, following investigation, HDMS determines that a violation of this policy has occurred, HDMS will take prompt and effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future prohibited conduct. When the investigation is complete, and as soon as is practical thereafter, the individual making the report will be informed whether his or her allegation was substantiated and that appropriate action(s) were taken; however, please be aware that due to confidentiality constraints, the person making the report may not be informed what specific action(s) were taken. If the discrimination, harassment, or retaliation continues, the employee is encouraged to report the issue or continued conduct and/or retaliation in accordance with the procedures outlined in this policy.

#### D. Liability for Harassment, Discrimination or Retaliation

Any employee of HDMS, whether a coworker or manager, who is found to have violated this policy, or who knew of a violation of this policy affecting others and failed to report it, is subject to disciplinary action, up to and including immediate termination. HDMS does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties.

#### E. Confidentiality

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

#### F. Non-Retaliation

HDMS prohibits retaliation against employees who allege violations of this policy, bring formal complaints asserting violations of this policy, who assist in investigating alleged violations of this policy, or who testify in proceedings related to alleged violations of this policy. Any employee who engages in such protected conduct will not be harassed, adversely affected in terms and conditions of employment, nor discriminated against or discharged because of the complaint. Any employee who engages in retaliation in violation of this policy is subject to discipline up to and including immediate termination of employment.

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

G. Additional Enforcement Information In addition to HDMS' internal complaint procedure, employees should also be aware that the federal Equal Employment Opportunity Commission (EEOC) and state agencies such as the Nevada Equal Rights Commission investigate and prosecute complaints of harassment, discrimination and/or retaliation in employment. Employees who believe that they have been harassed, discriminated or retaliated against may file a complaint with

these agencies. However, employees are not required to do so. Submitting a report to an administrative agency does not relieve you of your obligations under this policy.

# HANDBOOK ACKNOWLEDGEMENT FORM

## ACKNOWLEDGEMENT: HDMS EMPLOYEE HANDBOOK CONTENTS

The information in this HDMS Employee Handbook is subject to change. Changes that are recommended are reviewed by the Principal/Executive Director, the Business Coordinator and subsequently submitted to the HDMS Board of Directors for approval or revision. I understand that changes in HDMS' policies may modify or eliminate the information summarized in this Handbook and are therefore understood to be responsive and dynamic to changing needs and the educational and regulatory climate of the times in which we live.

I hereby acknowledge that I have received the High Desert Montessori School's Employee Handbook. I understand that the Handbook is not a contract, and that no modifications to contractual relationships or alterations of at-will relationships are intended or accomplished by this Handbook.

I further acknowledge that the Handbook is available to me on HDMS' online shared drive or by request through Human Resources. I understand that my supervisor will assist me in accessing the HDMS Handbook, if necessary.

I agree to abide by the standards, policies and procedures defined or referenced in this Handbook. I agree that as HDMS provides updated policy information, which will be placed in the HDMS Employee Handbook and noticed on the weekly bulletin for a reasonable length of time, I accept responsibility for promptly reading and abiding by the updates. I also accept responsibility for contacting my Principal/Executive Director if I have questions, concerns or need further explanation.

Signature \_\_\_\_\_ Printed \_\_\_\_\_ Date \_\_\_\_\_

**Principal Board Update February 26, 2025**  
**High Desert Montessori Charter School**

**Submitted by Principal Eric Perez**

**Montessori Principles and Tenets:**

- With the help of Ileana Vassiliou, from Creating Effective Organizations, our work for improving team culture continues. We are completing the work of developing a vision and staff tagline to describe our school's culture. At this point, the final touches on the vision tagline are being put in place, with "Elevating Education While Inspiring Human Potential" leading the survey voting.
- 6th-grade projects, a right of passage for our elementary students entering middle school, have begun in earnest. All of our 6th-grade students are working diligently on collecting source material to report on their projects. The projects represent the child's passion and are a beloved tradition here at HDMS.
- I would like to welcome a few new staff members to our team. Paige Snow has taken over the Candelaria classroom and is leading this lower elementary classroom with the help of Autumn Reeder, her Mentor, and Kaleigh Richards, our Assistant Principal. Donny Carle has taken over as our facilities manager/custodian, and Sammie Williams has taken over our front desk, receptionist position.

**Academics/Student Success**

- We have completed winter i-Ready and MAP testing. The data has shown some students with significant gains in scores, and overall growth is on track to show expected gains.
- -Ready training will continue on our professional development day March 17th.
- Our archery team competed in the Nevada state championships in early February and had some amazing scores. Many of our archers are expected to qualify for the national tournament in Salt Lake City later this spring.

**Parent Outreach and Engagement**

- Primary new parent seminar was held 2/25/2025 and was very well attended. This is a mandatory part of enrolling new students to our school. New parent seminar for elementary and middle school will take place 2/27/2025.
- Our monthly family reading night with The Northern Nevada Reading Council has been very well attended. Our next is scheduled for February 27th.
- Spring parent/teacher conferences begin March 7th.

**Legislative Business/Budgeting**

- The legislative session is in full swing. There are a number of bills that may impact HDMS including the state budget which will impact our budget.
- We have begun meetings with our bookkeeper to begin formulating the budget for the 2025-2026 school year. At this point, there are legislative unknowns that we will have to navigate as the session progresses.

**NEXT STEPS:**

- Prepare for SBAC, and Spring MAP testing as required by the state, as well as i-Ready spring diagnostic testing. This includes teacher training on these tests.
- Prepare the alternative calendar application, Emergency Operations Plan, and School performance plan updates as required by lar
- Continue the teacher evaluation process and provide coaching and feedback to teachers as needed.



# Charters

As of 2/8/25

| Bill                  | Sponsors                             | Title  | Notes   | Latest Version                | Meeting Notes |
|-----------------------|--------------------------------------|--|---|-------------------------------|---------------|
| <a href="#">AB 24</a> | Assembly Committee on Education      | Revises provisions governing competency-based education. (BDR 34-277)            | <p>Sunsetts competency based pilot; Districts and charter schools may apply to the Department for approval to provide a program of competency-based education.</p> <p>to ensure compliance with applicable statutes, regulations, rules and policies, including, without limitation, requirements for graduation, the accountability of public schools, the attendance and truancy of pupils, the discipline of pupils and the administration of required examinations and assessments. Section 5 authorizes alternative scheduling for pupils participating in a program of competency-based education. Section 2 establishes the methods by which a pupil participating in a program of competency-based education may demonstrate proficiency in a specific course of study.</p> | <a href="#">As Introduced</a> |               |
| <a href="#">AB 39</a> | Assembly Committee on Education      | Revises provisions governing charter schools. (BDR 34-259)                       | <p>SPCSA bill about who can serve on SPCSA and city /county being own LEA</p>   | <a href="#">As Introduced</a> |               |
| <a href="#">AB 47</a> | Assembly Committee on Ways and Means | Revises provisions relating to the Education Stabilization Account. (BDR 34-461) | <p>CCSD bill. Excess money in Ed Stabilization Account distributed proportionally to county school districts for teacher recruitment and retention. Uses COUNTY SCHOOL DISTRICTS, does not mention charters - SPCSA cut out. Should get language that county school districts must include district sponsored charters in the planning for and utilization of the funds awarded to the county school district. CCSD may not care as they no longer have district sponsored charters.</p>  | <a href="#">As Introduced</a> |               |

[As Introduced](#)

CCSD bill - does not mention charters - may want to amend to prevent reassignment of bully to district charter school unless has approval of charter school administrator. OR, remain silent. Could be a way WCSD punishes charters, however

Bully can be reassigned at perpetrator's parents' request; bill is silent on rights of administrator of receiving school. Q - what is the intent regarding receiving schools?  
Additionally, existing law requires the board of trustees of a school district to assign a pupil who is a victim of discrimination based on race, bullying or cyber-bullying to another school in the district if his or her parent or guardian requests the assignment. (NRS 388.1351)  
This bill: (1) authorizes the board of trustees of a school district to assign a pupil who is a perpetrator of discrimination based on race, bullying or cyber-bullying to another school in the district at the request of his or her parent or guardian; and (2) prohibits the victim and perpetrator from being assigned to the same school if both pupils are assigned to a new school as a result of the violation.

[As Introduced](#)

streamlines licensure  
prescribe qualifications for a person who holds certain licenses to teach to receive a license to teach elementary education without repeating previously completed requirements or satisfying additional requirements.  
NDE create list of states with equivalent teacher ed requirements and can employ licensed teachers from those states while await licensure in NV

[As Introduced](#)

Section 1 of this bill revises the scope of mandatory subjects of bargaining to include the ratio of pupils per licensed teacher for each classroom and the ratio of pupils per each type of specialized instructional support personnel in public schools.  
  
Existing law states: Except as otherwise provided in subsection 6 and 2 NRS 354.6241, every local government employer shall negotiate in 3 good faith through one or more representatives of its own choosing 4 concerning the mandatory subjects of bargaining set forth in 5 subsection 2 with the designated representatives of the recognized 6 employee organization, if any, for each appropriate bargaining unit 7 among its employees.

As charters do not have bargaining units, this would not apply to charters.

Assembly Committee on Education  
Revises provisions relating to bullying. (BDR 34-462)

Assembly Committee on Education  
Revises provisions relating to educational personnel. (BDR 34-519)

Selena La Rue Hatch  
Natha Anderson  
Max Carter  
Revises provisions relating to public employees. (BDR 23-612)

Monroe-Moreno, Daniele  
Cannizzaro, Nicole J.  
BDR 6: Revises provisions governing the Nevada Educational Choice Scholarship Program. - 8/10/2023  
BDR 16: Revises provisions governing education. - 2/7/2024

[AB 48](#)

[AB 49](#)

[AB 155](#)

[BDR 6](#)

[BDR 16](#)

|                             |  |   |  |                               |
|-----------------------------|--|---|--|-------------------------------|
| <a href="#">Budget 2621</a> | Department of Education<br>NDE - Department of Education | NDE - Early Childhood Lit. & Readiness  | Gov revised budget these are remaining one-shot funds; not moving into permanent budget (until Medicaid savings materialize)   | <a href="#">Budget text</a>   |
|                             |  |   | ECILP grants are designed to fund innovative new programs or expand existing early literacy initiatives that cater to children under the age of six, their families, and early childhood professionals. These grants support various aspects of early literacy, such as literacy development strategies, parent and caregiver engagement in literacy activities, professional development for early childhood educators, and the integration of literacy into early childhood settings.  |                               |
| <a href="#">Budget 2622</a> | Department of Education<br>NDE - Department of Education | NDE - NV Teacher Adv Scholarship Pro  | The Nevada Teacher Advancement Scholarship provides scholarship assistance to in-service educators, who have taught in a Nevada public school for at least two years and are taking graduate coursework at a Nevada university or college that results in a master's degree in education or related field.   | <a href="#">Budget text</a>   |
| <a href="#">SB 45</a>       | Senate Committee on Education                            | Revises provisions relating to educational programs. (BDR 34-275)                             | Is this the best use of money?<br>CTE and work-based learning bill; changes way \$ for CTE calculated (for enrollment in advanced CTE only); removes reporting requirement re work-based learning program  | <a href="#">As Introduced</a> |
| <a href="#">SB 52</a>       | Senate Committee on Education                            | Revises provisions relating to education. (BDR 34-273)  | EL reporting change and grade by grade 3 good cause exemption allowed (for all, not just EL);<br>Section 2 of this bill authorizes a pupil to qualify for one of the good-cause exemptions by demonstrating, through a portfolio of the pupil's work, mastery of the academic standards in reading for grade 3 rather than mastery of the academic standards in reading beyond grade 3.<br>Support this or oppose Read by Grade 3?   | <a href="#">As Introduced</a> |
| <a href="#">SB 58</a>       | Senate Committee on Finance                              | Revises provisions governing grants for certain prekindergarten programs. (BDR 34-272)        | Increases household income eligibility for NV Ready PreK<br>This bill increases the maximum household income level of the children that must be served by a prekindergarten program supported by such a grant. This bill additionally authorizes a prekindergarten program to qualify to be supported by such a grant by serving children who have a household income below that level or who, regardless of household income level, have: (1) an individualized education program; or (2) a documented need for behavioral, social or emotional supports. | <a href="#">As Introduced</a> |
| <a href="#">SB 59</a>       | Senate Committee on Education                            | Revises provisions governing the licensing of educational personnel. (BDR 34-274)             | Grooming bill. administrative hold on license seekers who have been suspected of/charged with grooming   | <a href="#">As Introduced</a> |
| <a href="#">SB 63</a>       | Senate Committee on Commerce and Labor                   | Revises provisions relating to social media platforms. (BDR 52-505)                           | AG Bill; Youth Online Safety Act, age verification of social media platforms   | <a href="#">As Introduced</a> |
| <a href="#">SB 78</a>       | Senate Committee on Revenue and Economic Development     | Revises provisions relating to boards, commissions, councils and similar bodies. (BDR 18-301) | Consolidation of all boards and commissions under B & I. BH boards consolidated into one. BME and DO Board combined. State Board of Nursing under B&I<br>Sec 18 Advisory council on Palliative Care changed to Subcommittee  | <a href="#">As Introduced</a> |

|                       |  |   |                               |  |
|-----------------------|--|---|-------------------------------|--|
| <a href="#">SB 81</a> | Senate Committee on Education          | Revises various provisions governing education. (BDR 34-276)  | <a href="#">As Introduced</a> | <p>NDE Bill. Lots of good items in this bill including Class size reduction reporting streamlining, other report streamlining<br/>Says that schools must conduct teacher satisfaction surveys AND must include survey results in their annual school performance plans.</p> <p>Ben Contine/Honors Academy bill - get recognition of small N size Existing law requires the sponsor of a charter school that has received, within each of the immediately preceding 3 consecutive school years, one of the two lowest ratings of performance pursuant to the statewide system of accountability for public schools to submit a report to the Joint Interim Standing Committee on Education on or before December 15 of each odd-numbered year describing certain actions taken by the sponsor of the charter school. (NRS 388A.355) Section 14 of this bill requires this report to be submitted annually, on or before February 15.</p> <p>Existing law requires: (1) certain charter schools that are approved to operate as empowerment schools ... NONE of our schools are empowerment schools.</p> |
| <a href="#">SB 82</a> | Senate Committee on Government Affairs | Creates the Office of Early Childhood Services within the Office of the Governor. (BDR 18-527)  | <a href="#">As Introduced</a> | <p>A CSF style joke - study, identify optimal funding, and nothing will happen: Section 7 of this bill requires the Office of Early Childhood Services to: (1) analyze whether existing early childhood services meet the needs of children and families in this State; (2) identify and make recommendations to the Governor relating to improving early childhood services in this State; (3) identify the amount of funding necessary to provide an optimal level of early childhood services in this State; and (4) identify opportunities to obtain federal money to support existing and create additional childhood services in this State.</p>   |
| <a href="#">SB 90</a> | Marilyn Dondero Loop                   | Makes an appropriation to the Department of Education for the provision of grants to organizations to provide certain supplies and materials to teachers and specialized instructional support personnel. (BDR S-107) | <a href="#">As Introduced</a> | <p>Teacher supplies funding</p>  |
| <a href="#">SB 98</a> | Carrie Ann Buck                        | Revises provisions governing language education. (BDR 34-31)  | <a href="#">As Introduced</a> | <p>Section 1 of this bill defines "language other than English" to mean a form of human communication, other than the English language, that consists of a system of sounds, letters, symbols or signs and meets certain other requirements. Sections 2 and 3 of this bill replace the term "world language" with "language other than English" in existing law, and section 5 of this bill directs the Legislative Counsel to make conforming changes to existing regulations when codifying the Nevada Administrative Code. Existing regulations require a teacher to have received certain training in language acquisition and methods of teaching and assessing English learners in order to receive an English language acquisition and development endorsement. (NAC 391.237) Section 4 of this bill requires the Department of Education to: (1) study the possibility of imposing similar requirements in order to receive an endorsement to teach a language other than English; and (2) submit and present a report of the results of the study to the Legislature.</p>                     |

|                        |  |   |  |                               |
|------------------------|--|---|--|-------------------------------|
| <a href="#">SB 115</a> | Michelee Cruz-Crawford<br>Fabian Doñate<br>Cinthia Zermefo Moore | Makes various changes relating to bilingual education. (BDR 34-790)   | Section 4 of this bill specifically requires the regulations adopted by the Commission to include a requirement that to teach pupils enrolled in a program of bilingual education, a person must hold an endorsement issued by the Department to teach pupils in a program of bilingual education. Section 3 of this bill requires the board of trustees of a school district or the governing body of a charter school to provide a stipend of \$2,500 each school year to each teacher who is assigned to teach pupils enrolled in a program of bilingual education and who holds an endorsement to teach pupils enrolled in a program of bilingual education. For the purposes of sections 3 and 4, a "program of bilingual education" is defined as a program of instruction for English learners in which pupils are taught the English language and the content of other courses of study is taught in the pupil's primary language. | <a href="#">As Introduced</a> |
| <a href="#">SB 131</a> | Carrie Ann Buck  | Revises provisions governing school curriculum relating to human trafficking. (BDR 34-29)                             | Section 1 of this bill requires the Department to develop age-appropriate curriculum standards for providing instruction in the prevention of human trafficking to pupils enrolled in grades 6 to 12, inclusive. Section 1 additionally requires the Department to develop recommendations to assist a school district or charter school in developing: (1) a training plan to ensure that at least one employee at each school receives training on the prevention  | <a href="#">As Introduced</a> |
| <a href="#">SB 135</a> | Nicole Cannizzaro  | Makes an appropriation to Communities In Schools of Nevada to provide integrated student support services. (BDR S-13) | \$4M for Communities in Schools. Is this best use of funds? BUT ML Bill  | <a href="#">As Introduced</a> |
| <a href="#">SB 174</a> | James Ohrenschaal  | Revises provisions relating to pupils with autism spectrum disorder (BDR 34-53)                                       | establishes requirements for private personnel to provide services to students with autism within schools; schools must already have autism service policy   | <a href="#">As Introduced</a> |
| <a href="#">SB 192</a> | Dina Neal  | Revises provisions relating to public health. (BDR 40-86)   | re: charters, only affects schools that do competitive sports; if so, need cardiac arrest policy   | <a href="#">As Introduced</a> |



# 2025-2027 Governor's Recommended K-12 Budget

*January 23, 2025*



## Overview

- Pupil-Centered Funding Plan (PCFP) Account (2609)
- Education Stabilization Account (2608)
- State Special Education Services Account (2619)

## Budget Account

# Pupil-Centered Funding Plan Budget Account 2609, “State Education Fund”

The State Education Fund includes the state’s operational budgets for both the Pupil-Centered Funding Plan Account and the Education Stabilization Account.

## The Pupil-Centered Funding Plan-What is it?

Funding formula for public education (K-12)

Combines specific local and State revenues

Provides basic level of support to each pupil

Adjusts to account for variations in local costs

Revenue driven and correlates economic growth to K-12 funding

## Pupil-Centered Funding Plan Components

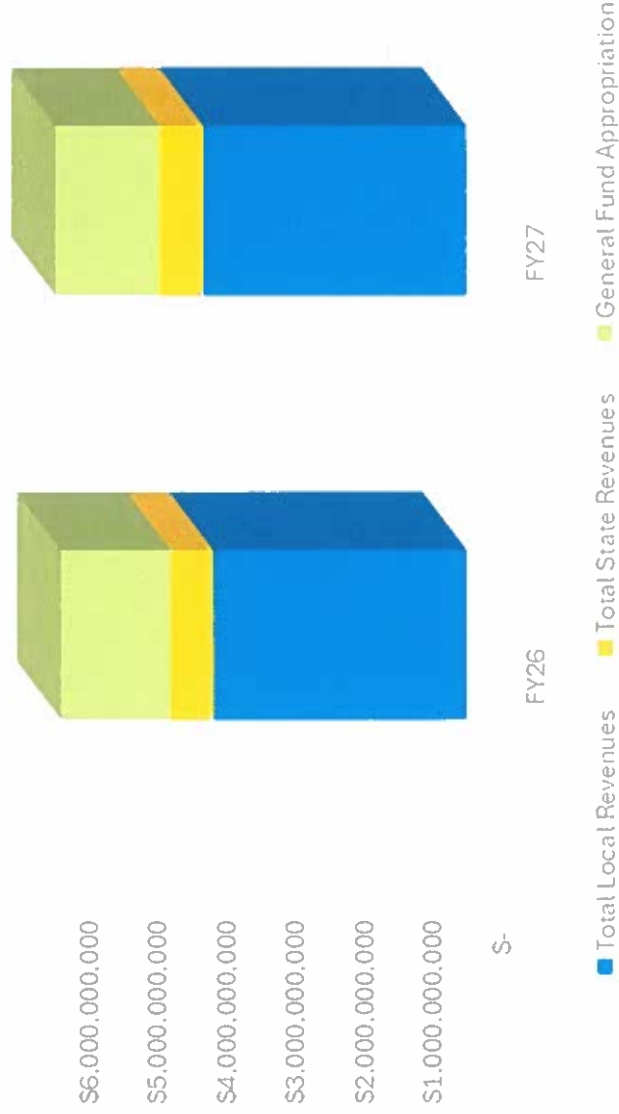
### Revenue Sources

- Net Proceeds of Minerals
- Gold and Silver Tax
- Governmental Services Tax
- Recreational Marijuana Tax
- Local School Support Tax
- Annual Slot Tax
- Room Tax
- Property Tax
- Federal Mineral Leasing Act Tax
- Franchise Fees
- Proceeds from Forfeited Properties
- Environmental Fines
- Boat Registration Fees
- Cannabis Compliance Board Transfer Fees
- Gifts and Donations
- Permanent School Funds
- Agriculture Fines
- Interest Distributions
- Unclaimed Property



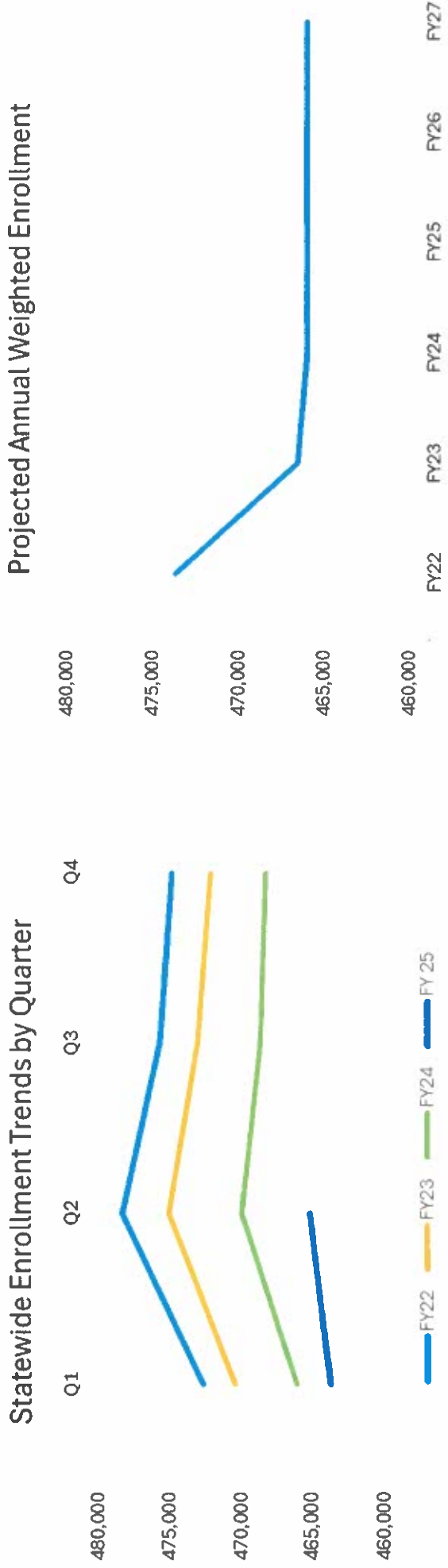
# Projected Revenue

Pupil-Centered Funding Plan Revenue Sources



| Pupil-Centered Funding Plan Revenue Sources |         |         |
|---|---------|---------|
|   | FY26    | FY27    |
| Total Local Revenues                        | \$ 3.6B | \$3.8B  |
| Total State Revenues                        | \$ 0.6B | \$0.6B  |
| General Fund Appropriation                  | \$1.6B  | \$ 1.5B |

# Enrollment Trends



## FY20 Baseline Vs. Pupil-Centered Funding

Also known as the “hold harmless” provision:

If a school district, charter school, or university for profoundly gifted pupils would receive less money under the PCFP, the entity should receive the same amount of funding received in FY 2020.

For the 2025-2027 biennium three districts remain funded through the “hold harmless” provision: Esmeralda, Eureka, and Storey.

| Determination                          | FY 2023 | FY 2024 | FY 2025 | FY 2026 | FY 2027 |
|--|---------|---------|---------|---------|---------|
| Entities Funded at the PCFP            | 10      | 16      | 16      | 16      | 16      |
| Entities Funded at the FY2020 Baseline | 9       | 3       | 3       | 3       | 3       |

## Pupil-Centered Funding Plan Account (2609)


### Tiers of Funding within the Pupil-Centered Funding Plan



**TIER 1**  
AUXILIARY FUNDING  
FOR SCHOOL  
OPERATIONS


Food Service and  
transportation

*4-year average, no inflation*



**TIER 2**  
LOCAL SPECIAL  
EDUCATION FUNDING

Local Special  
Education funding for  
students who receive  
services defined in an  
Individual Education  
Plan (IEP)



**TIER 3**  
ADJUSTED  
PER-PUPIL BASE  
FUNDING

Adjusted per-pupil  
base funding to ensure  
a guaranteed basic  
level of financial  
support for each  
student






**TIER 4**  
WEIGHTED  
FUNDING

Weighted funding for  
students identified as  
English Learner (EL),  
At-Risk, or Gifted and  
Talented (GATE)  
students

# Tier 1: Auxiliary Services Funding-Governor's Recommended Budget

## TIER 1: AUXILIARY FUNDING FOR SCHOOL OPERATIONS

|   |   |
|---|---|
|  <b>Calculation</b> | No inflation based on a 4-year average of district actual expenses  |
|  <b>Distribution</b> | School districts and charter schools  |
|  <b>Purpose</b>      | <ul style="list-style-type: none"><li>• Food service</li><li>• Transportation</li><li>• Other operations deemed appropriate by the NV legislature</li></ul> |

**New this biennium:**

- Transportation expanded to include charter schools
- Includes SB 231 (2023) Salary Adjustment funding for districts
- Salary Adjustment funding for charter schools

## Tier 1: Auxiliary Services Funding Allocation

# TIER 1: AUXILIARY FUNDING FOR SCHOOL OPERATIONS



| Transportation                             |          |
|--|----------|
| FY26                                       | \$198.8M |
| FY27                                       | \$199.8M |
| <i>Includes new charter transportation</i> |          |
| FY26                                       | \$8M     |
| FY27                                       | \$9M     |

| Food Service |         |
|--------------|---------|
| FY26         | \$1.02M |
| FY27         | \$1.02M |

| Salary Adjustment   |        |
|---|--------|
| FY26  | \$144M |
| FY27  | \$144M |
| <i>Includes \$124.9M per FY to continue SB 231 (2023)</i>   |        |
| <i>Includes additional \$19M per FY for charter schools</i> |        |

# Tier 2: Local Special Education Funding

## TIER 2: LOCAL SPECIAL EDUCATION FUNDING



**Calculation**  
Based on actual expenditures reported in the Annual Financial Reports


**Distribution**  
To LEAs  
*Accounted for separately to meet the local Maintenance of Effort (MOE)*

**Purpose**  
To provide additional support to students with Individual Educational Plans (IEP)

## Tier 2: Local Special Education Funding Allocation (As Submitted)



**TIER 2:  
LOCAL SPECIAL  
EDUCATION  
FUNDING**




|  |        |
|--|--------|
| <b>Total Local Special Education Funding</b> |        |
| FY26   | \$597M |
| FY27   | \$597M |

*Federal law requirement:  
local Maintenance of  
Effort (MOE)*


## Tier 3: Adjusted Per-Pupil Base Funding




**TIER 3:  
ADJUSTED  
PER-PUPIL  
BASE  
FUNDING**



**Calculation**  
Based on number of students, adjusted for attendance are and cost of education factors  
*Accounts for the majority of operating expenses*



**Distribution**  
To LEAs on a per-pupil basis utilizing quarterly Average Daily Enrollment (ADE) reports




**Purpose**  
To fund core education programming and support students

## Tier 3: Adjusted Per-Pupil Base Funding Allocation As Submitted



**TIER 3:  
ADJUSTED  
PER-PUPIL  
BASE  
FUNDING**



| Total Adjusted<br>Per-Pupil Base<br>Funding |        |
|---|--------|
| FY26  | \$4.5B |
| FY27  | \$4.6B |

## Tier 4: Weighted Funding




**Calculation**

Multiplier applied to statewide base per-pupil amount for each: English Learner (EL), At-Risk, and Gifted and Talented (GATE)



**Distribution**

To LEAs to serve the students that require additional support



**Purpose**

Provide additional services to students who are English Learner (EL), At-Risk, and Gifted and Talented

## Tier 4: Weighted Funding

### WEIGHTED FUNDING AMOUNTS



English Learner  
Students  
.45 X Statewide base  
per-pupil



At-Risk  
Students  
.35 X Statewide base  
per-pupil



Gifted and Talented  
Students  
.12 X Statewide base  
per-pupil

## Tier 3: Weighted Funding Allocations (As Submitted)



| English Learner |          |  |
|-----------------|----------|--|
| FY26            | \$232.2M |  |
| FY27            | \$231.9M |  |

| At-Risk |          |  |
|---------|----------|--|
| FY26    | \$164.7M |  |
| FY27    | \$164.5M |  |

| Gifted and Talented |          |  |
|---------------------|----------|--|
| FY26                | \$9.837M |  |
| FY27                | \$9.824M |  |

**Budget Account 2608 – Education Stabilization Account**

## **Pupil-Centered Funding Plan**

# **Budget Account 2608, Education Stabilization Account**

## Education Stabilization Account Components

State Education Fund  
(2609)

Unexpended funds at the  
end of the 2<sup>nd</sup> year of the  
biennium

Education Stabilization  
Account (2608)

Excess State Education  
Fund Balance

District level Excess  
Ending Fund Balance

District level  
Ending Fund  
Balance  
Unexpended  
funds exceeding  
16% of prior  
year allocations



When balance exceeds 20% Legislatively Approved  
budget, amount above 20% is transferred.

## Budget Account 2608

| 2608                               | FY26          | FY27          |
|------------------------------------|---------------|---------------|
| Balance Forward from Previous Year | \$857M        | \$866M        |
| Treasurer's Interest Distribution  | \$9.2M        | \$9.1M        |
| <b>Total</b>                       | <b>\$866M</b> | <b>\$875M</b> |

**Special Education**

**Budget Account 2619, Special Education**

## Contingency Account for Special Education (2619)

This account funds the state fiscal support for special education and the special education contingency.

| State Fiscal Support for Special Education (Cat 19) | FY26           | FY27           |
|---|----------------|----------------|
| Maintenance of State Fiscal Support                 | \$ 251M        | \$ 251M        |
| LEA Salary Adjustment (2% COLA)                     | \$ 5M          | \$ 10M         |
| <b>Total</b>  | <b>\$ 256M</b> | <b>\$ 261M</b> |

| Special Education Contingency (Cat 20) | FY26  | FY27  |
|--|-------|-------|
| Base Funding Amount                    | \$ 2M | \$ 2M |

## K-12 Funding

Questions?