

# Janus College Preparatory & Arts Academies, Inc. –JCPAA



### PERSONNEL MANUAL

SPRING 2013

#### WELCOME TO:

JANUS COLLEGE PREPARATORY & ARTS ACADEMIES HIGH SCHOOL

Janus College Preparatory & Arts Academies (JCPAA) is the first arts-focused, college prep Milwaukee charter school. This school has been created to provide an academic program that gives high school students the skills, knowledge, and specific resources they need to apply for college and financial aid at a college or university of their choice. We are proud to potentially be a part of a pool of charter schools that are attempting to increase the number of low income and often minority children to choose college as their first option for a career.

Our mission is to prepare students academically and technically so that they can participate in our global economy, successfully, by providing a rigorous college focused curriculum. We believe that one way to help at risk students is by removing the countless obstacles and barriers that keep them from achieving the knowledge and skills they need to succeed. Our mission is based on the philosophy that the best way for students to escape poverty is through educational achievement.

The vision of JCPAA is to be a bridge linking at-risk students to the world of opportunities - opportunities designed to prepare students for a post-secondary education and a career. We would like for our students to have the same academic advantages that middle class students have. JCPAA is trying to help solve the problem of educational and economic disparity that plagues our Milwaukee community.

JCPAA was created as small learning communities that have a new and ambitious method for educating students facing real academic challenges. The goals of Janus College Preparatory & Arts Academies are to:

- increase high school graduation rates among at-risk students,
- increase college acceptance rates,
- narrow the achievement gap that currently exist in our district
- to see our students through college.
- and to promote the arts in music, dance, theater, and visual arts

We offer three Small Learning Community (SLC) programs to prepare our students. The Smaller Learning Community concept comes out of research that demonstrates that students learn better and retain more when they learn things in context, when they know why they are learning. Janus SLC programs have a two-part focus: college preparatory combined with an art-infused instructional program. The smaller learning communities are:

- 1. Janus Freshman Academy (9<sup>th</sup>)
- 2. Janus College Preparatory Academy (10th-11th)
- 3. Janus Senior Academy (12<sup>th</sup>)

We are a team of dedicated professionals working to raise the bar in public education. By continually challenging ourselves, through professional development training, we strive for continuous improvement towards a common goal: to assure every student achieves to his or her own unique potential through a college focused curriculum.

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#### Janus College Preparatory & Arts Academies: The Purpose of the Handbook

This Janus College Preparatory & Arts Academies, hereinafter referred to as JCPAA Employee Handbook establishes policies, procedures, benefits, and working conditions that will be followed by all JCPAA employees as a condition of their employment at the School. The Standards of Conduct describe the expected actions and behaviors of employees while conducting School business.

This JCPAA Employee Handbook is not a contract of employment nor is it intended to create contractual obligations for the Company of any kind. The policies and procedures outlined in this handbook will be applied at the discretion of JCPAA. JCPAA reserves the right to deviate from the policies, procedures, benefits, and working conditions described in this handbook. Furthermore, the School reserves the right to withdraw or change the policies, procedures, benefits, and working conditions described in this handbook at any time, for any reason, and without prior notice.

JCPAA will make every effort to notify employees when an official change in policy or procedure has been made but employees are responsible for their own up-to-date knowledge about School policies, procedures, benefits, and working conditions. No provision in this employee handbook and expected Standards of Conduct can be waived without written permission from the School's President, or designee. Such a waiver, if granted, applies only to the employee for whom the waiver was granted at the time of the waiver.

JCPAA strives to provide an employee-friendly environment in which goal-oriented individuals thrive as they achieve ever more demanding challenges. Our commitment to serving students and to providing a quality education is unwavering. These policies, procedures and working conditions provide a work environment in which both student interests and staff-interests are served.

JCPAA values the talents and abilities of our employees and seeks to foster an open, cooperative, and dynamic environment in which employees and the Company alike can thrive. We provide an open door policy in which employees are encouraged to take problems to the next level of management if they are unable to resolve a situation with their direct supervisor.

JCPAA is an equal opportunity employer. Religion, age, gender, national origin, sexual orientation, race, or color does not affect hiring, promotion, development opportunities, pay, or benefits. JCPAA provides for fair treatment of employees based on merit. The company complies with all applicable federal, state, and local labor laws.

Employment at JCPAA is on an "at will" basis, which means that either you, the employee, or JCPAA, may terminate the employment relationship at any time, for any reason, with or without cause. Only a written agreement, signed by the President of JCPAA, can change the "at will" nature of the employment of any individual.

Please review the policies, procedures, working conditions, and benefits described in this handbook. You will be asked to affirm that you have read, understand, agree to abide by, and acknowledge your receipt of this employee handbook and employee Standards of Conduct.

Regards,

Valerie Benton-Davis
President & Chief Executive Officer

#### SECTION I-INTRODUCTION

This Manual is designed to acquaint you with Janus College Preparatory & Arts Academies (JCPAA) and provide you with information about working conditions, benefits, and policies affecting your employment.

The information contained in this Manual applies to all employees of JCPAA. Following the policies described in this Manual is considered a condition of continued employment. However, nothing in this Manual alters an employee's status. The contents of this Manual shall not constitute nor be construed as a promise of employment or as a contract between the school and any of its employees. The Manual is a summary of our policies, which are presented here only as a matter of information.

You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth.

#### 1.1 CHANGES IN POLICY

These policies usually need to be re-examined and modified on a regular basis to ensure congruence with the school's long-term goals and changes in employment law.

We reserve the right to interpret, change, suspend, cancel, or dispute with or without notice all or any part of our policies, procedures, and benefits at any time. We will notify all employees of these changes. Changes will be effective on the dates determined by JCPAA, and after those dates all superseded policies will be null.

#### 1.2 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

JCPAA employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

#### 1.3 EMPLOYMENT RELATIONSHIP

You enter into employment at JCPAA voluntarily, and you are free to resign at any time for any or no reason. Employment is based on an "at-will" employment relationship in which either party can break the relationship with no liability. JCPAA does not belong to any collective bargaining group.

#### SECTION II- DEFINITION OF EMPLOYEE STATUS

An "employee" of JCPAA is a person who regularly works for JCPAA on a wage or salary basis. "Employees" may include exempt, non-exempt, regular full-time, regular part-time, and temporary persons, and others employed with the school that are subject to the control and direction of JCPAA in the performance of their duties.

#### 2.1 EXEMPT

Exempt employees are those who are exempt from certain wage and hour laws, i.e. overtime pay; usually applies to administrative, executive, or professional employees who receive an annual salary, in equal payments weekly, bi-weekly, or at some other specified time interval.

#### 2.2 NON-EXEMPT

Non-exempt employees receive hourly wages; they are subject to wage and hour laws, i.e. overtime pay; usually applies to non-professional employees. Employees whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

#### 2.3 REGULAR FULL-TIME

Employees who are regularly scheduled to work 35 or more hours per week. Generally, they are eligible for the Company's benefit package, subject to the terms, conditions, and limitations of each benefit program.

#### 2.4 REGULAR PART-TIME

Employees who have completed the 90-day probationary period and who are regularly scheduled to work less than 30 hours per week. Regular part-time employees are eligible for some benefits sponsored by the school, subject to the terms, conditions, and limitations of each benefit program.

#### 2.5 TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with the school is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary employees retain that status until they are notified of a change. They are not eligible for any of the school's benefit programs.

#### 2.6 PROBATIONARY PERIOD FOR NEW EMPLOYEES

The probationary period for regular full-time and regular part-time employees lasts up to 90 days from date of hire. During this time, employees have the opportunity to evaluate our school as a place to work and management has its first opportunity to evaluate the employee. During this introductory period, both the employee and the school have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 90-day review will be given and benefits will begin as appropriate. All employees, regardless of classification or length of service, are expected to meet and maintain school standards for job performance and behavior (See Section 4, Standards of Conduct).

#### SECTION III- EMPLOYMENT POLICIES

JCPAA does not offer tenured or guaranteed employment. Either the School or the employee can terminate the employment relationship at any time, with or without cause, with or without notice. This is called <u>Employment At Will.</u>

This employment at will relationship exists regardless of any other written statements or policies contained in this Handbook or any other Company documents or any verbal statement to the contrary.

#### 3.1 Progressive Discipline and Employment At Will:

JCPAA may elect to follow its progressive discipline procedure, but we are in no way obligated to do so. Using progressive discipline is at the sole discretion of the company in an employment at will workplace.

#### 3.2 Exceptions to the Employment at Will Policy:

No one except JCPAA's President can enter into any kind of employment relationship or agreement that is contrary to the previous statement. To be enforceable, such relationship or agreement must be in writing, signed by the President, and notarized.

#### 3.3 BACKGROUND CHECK POLICY

JCPAA will conduct background checks with the assistance of a third party agency. This process is being implemented to ensure the safety and protection of our employees and students, property, data, and to aid administration in making optimum employment decisions. A background check may be used to retrieve information from an individual's past employers, educational institutions, government agencies, companies, corporations, credit reporting agencies, and/or law enforcement agencies at the federal, state or county level to supply any and all information pertaining to an applicant's or employee's background.

Background checks will take place at the time an offer is made. The selected applicant will sign a release form authorizing the check.

In addition, JCPAA reserves the right to conduct a new background check on any individual being considered for either a promotion or lateral opportunity. Such individuals will be asked to sign a release document authorizing the school and the third party agency to conduct the check. Failure to sign the release will result in non-selection for employment or non-selection for a promotional opportunity.

Background checks may include, but are not limited to:

- Review of County/State/Federal Criminal Records;
- Verification of Social Security Number;
- Verification of Educational records;
- Verification of Employment records;
- Sexual Offender Registry Search;

JCPAA will ensure that all background checks are held in compliance with all federal and state statutes. The school guarantees that all information obtained from the reference and background check process will only be used as part of the employment process, or for evaluation of existing employees, and will be kept separate from the personnel file and held strictly confidential.

#### 3.4 ANTI-DISCRIMINATION

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at JCPAA will be based on merit, qualifications, and abilities. JCPAA does not discriminate in employment opportunities or practices because of race, color, religion, sex, national origin, age or disability.

JCPAA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employees with questions or concerns about discrimination in the workplace are encouraged to bring these issues to the attention of their school administrator. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in unlawful discrimination will be subject to disciplinary action, including termination of employment.

#### ANTI DISCRIMINATION POLICY

Janus College Preparatory & Arts Academies High School does not discriminate against any employee, volunteer or customer on the basis of race, color, cultural heritage, national origin, religion, age, sex, sexual orientation, marital status, physical or mental disability, political affiliation, source of income, veteran status or any other status protected under local, state, or federal law. This policy extends to all personnel decisions, terms and conditions of employment, vendor contracts and provision of services. Janus College Preparatory & Arts Academies High School does not tolerate harassment for any reason. Respect for the dignity of others shall be the guiding principle for our relations with each other.

#### 3.5 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information and trade secrets is vital to the interests and success of JCPAA. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- Proprietary production processes,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All employees are required to sign a non-disclosure agreement as a condition of employment. Employees who improperly use or disclose confidential school/business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

#### 3.6 NEW EMPLOYEE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new employee feel comfortable, informed about the company, and prepared for their position. New employee orientation is conducted by the school administrator and includes an overview of the school history, an explanation of the school's core values, vision, and mission; and school goals and objectives. In addition, the new employee will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Employees are presented with all codes, keys, and procedures needed to navigate within the workplace. The school administrator introduces the new hire to staff throughout the school, reviews their job description and scope of position, explains the school's evaluation procedures, and helps the new employee get started on specific functions.

#### 3.7 LICENSING/CERTIFICATION OF TEACHERS

Full time, regular teaching staff, further defined by the terms of the charter as "core" teachers, shall be certified and have mastery over the subject(s) they teach. They must have a deep understanding of the history, structure and real-world applications of the subject.

It is expected that core teachers have skill and experience in teaching their content area, and that they are very familiar with the skills gaps and preconceptions students may bring to the subject.

Core teachers are also expected to be able to use diverse instructional strategies to teach for understanding.

#### 3.8 CONFLICT OF INTEREST POLICY

We expect our employees to conduct business according to the highest ethical standards of conduct. Employees are expected to devote their best efforts to the interests of the school and the conduct of its affairs.

The board, directors, and employees have the responsibility of administering the affairs of JCPAA honestly and of exercising their best care, skill, and judgment for the sole benefit of JCPAA. Those persons shall exercise the utmost good faith in all transactions involved in their duties, and they shall not use their positions with JCPAA or knowledge gained therefrom for their personal benefit.

#### 3.9 POLITICAL ACTIVITY

JCPAA represents and encourage employee participation in political activities, but not on behalf of, or as a representative of JCPAA, in JCPAA work areas, on JCPAA time or on JCPA premises.

#### 3.10 PROBATIONARY PERIOD FOR NEW TEACHERS

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The appointment of a teacher at JCPAA shall be probationary. When an employee completes the probationary period, the employee will be notified of his/her new status with JCPAA.

#### 3.11 OFFICE HOURS

JCPAA's office is open for business from 7 am to 4:30 pm Monday through Friday. After School Activities begin at 4:30pm and end by 8:30pm.

#### 3.12 LUNCH PERIODS

Teachers are allowed a 45 minute lunch break. Paraprofessionals 45 minutes. Lunch breaks generally are taken between the hours of 11am and 1:00pm. on a staggered schedule so that your absence does not create a problem for co-workers or students.

#### 3.13 PERSONNEL FILES

Employee personnel files include the following: job application, job description, resume, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews, coaching, and mentoring.

Personnel files are the property of JCPAA, and access to the information is restricted. Management personnel of JCPAA who have a legitimate reason to review the file are allowed to do so.

Employees who wish to review their own file should contact the administrator. With reasonable advance notice, the employee may review his/her personnel file in JCPAA's office and in the presence of the school administrator.

#### 3.14 Professional Development Portfolio (PDP)

All instructional and professional staff will create and maintain a Personal Development Portfolio containing the goals and outcomes of the school and the employee's persona plan for meeting those goals and outcomes and for continuous improvement. After an initial meeting between the Director and employee at which time mutual goals are reviewed and a professional growth program is developed, the employee will create the Portfolio, and include samples of classroom or school work, personal reflections, and any other material deemed appropriate as evidence of continuous improvement.

#### 3.15 Professional Development Leave

Full-time employees are entitled to the equivalent of one paid day during the school year for training purposes. Such training must be approved by the Administrator in advance. [Note: Ideally there would be far more than one day of professional development time during the year.]

#### 3.16 Continuing Education

All teachers are expected to keep their professional training and knowledge current through ongoing courses and workshops in education. The Administrator will work with staff to develop professional growth plans. This may be accomplished at local colleges and universities or under whatever auspices such advanced training is available.

Each year all teachers shall complete at least three hours of coursework, seminars, or workshops related to professional development. The school will reimburse the teacher up to a maximum of \$100 per school year if included in the school's annual budget. These hours must be approved in advance by the Administrator. Teachers are required to submit documentation of completed coursework in order to fulfill this requirement. Transcripts shall be provided to the school to document courses which carry university credit. For courses which do not carry university credit, teachers are required to complete the appropriate form provided the school, and have it signed by the instructor.

#### 3.17 PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify their supervisor or JCPAA of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An employee's personnel data should be accurate and current at all times.

#### 3.18 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt school operations. The decision to close the office will be made by the Executive Staff.

When the decision is made to close the office, employees will receive official notification from the school administrator. In the event of weather emergencies, the Executive Director or designee may cancel classes and close the school to the public and/or direct all employees to leave work early or not to report to work.

In the event that classes have been canceled and the campus has been closed to the public, every attempt will be made to notify local news media.

In the event that the school has been closed to the public and employees are either unable or have been directed not to report to work, they will be compensated according to State Statue and school policy.

#### 3.19 EMPLOYEE PERFORMANCE REVIEW AND PLANNING SESSIONS

Administration will conduct performance reviews and planning sessions with all regular full-time and regular part-time employees after six months of service. Administration may conduct informal performance reviews and planning sessions more often if they choose.

Performance reviews and planning sessions are designed for the administrator and the employee to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, employee and administrator discuss ways in which the employee can accomplish goals or learn new skills. The planning sessions are designed for the employee and his/her administrator to make and agree on new goals, skills, and areas for improvement.

#### A. Teacher Observations

All teachers will be observed on an ongoing basis by Administration, using both formal and informal observations. Formal observations will include a pre-observation conference as well as a post-observation conference. First-year teachers shall have at least two formal observations prior to the three-month review. Prior to the six-month review, at least two additional formal observations will be conducted for first-year teachers. Returning staff will have three formal observations prior to the six-month review. Results of formal observations, consisting of the teacher's and the Administrator's observations and recommendations, will be put in writing and included within the employee's own Personal Development Portfolio and the school's personnel file. Nothing in this section limits the Administrator from conducting other observations of an informal or unannounced nature.

There will be at least two formal observations prior to a three-month review and at least two additional formal observations will be conducted for teachers during the first year of the school.

#### **B.** Formal Reviews - First Year Employees

For all first year employees, there shall be a formal review three months after the start of the school year. The purpose of the three-month review shall be to review the employee's self-assessment, the job description, areas of responsibility, and progress toward goals and outcomes, noting particularly good work, areas for improvement and skill development, and deficient work, and developing a clear plan for improvement.

After six months from the start of the school year, a second review will be held to determine progress made toward the improvement plan. At that time, the Administrator will inform the employee and report to the Personnel Committee whether the school intends to continue employment for the subsequent school year. Results of these reviews will be put in writing and placed within the employee's own Personal Development Portfolio and the school's personnel file.

#### C. Formal Reviews - Returning Employees

For returning staff, there shall be a formal review six months after the start of the school year. The purpose of the review will be to review progress toward the employee's personal plan and professional growth program described above in Section B. Results of these reviews will be put in writing and placed within the employee's own Personal Development Portfolio and the school's personnel file.

#### 3.20 Response to Observation and Review Findings

All employees shall have the right to make written objections to the observations or review findings within one week of receipt by stating areas of disagreement. These objections will be attached to the observation and/or evaluation and kept in the employee's personnel file.

#### 3.21 OUTSIDE EMPLOYMENT

Employees may hold outside jobs in non-related businesses or professions as long as the employee meets the performance standards of their job description with JCPAA Unless an alternative work schedule has been approved by JCPAA, employees will be subject to the company's scheduling demands, regardless of any existing outside work assignments.

JCPAA's office space, equipment, and materials are not to be used for outside employment.

#### 3.22 CORRECTIVE ACTION

JCPAA holds each of its employees to certain work rules and standards of conduct. When an employee deviates from these rules and standards, JPAA expects the employee's supervisor to take corrective action.

Corrective action at JCPAA is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected.

The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the employee's previous record.

Though committed to a progressive approach to corrective action, JCPAA considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, vandalism or destruction of company property, being on company property

during non-business hours, the use of company equipment and/or company vehicles without prior authorization by Executive Staff, untruthfulness about personal work history, skills, or training.

#### 3.23 PROGRESSIVE DISCIPLINE

JCPAA has adopted a progressive discipline policy to identify and address employee and employment related problems. This policy applies to any and all employee conduct that the company, in its sole discretion, determines must be addressed by discipline. Of course, no discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace. Therefore, JCPAA takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors before making decisions regarding discipline.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of the company's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas. Equally important, JCPAA need not resort to progressive discipline, but may take whatever action it deems necessary to address the issue at hand. This may mean that more or less severe discipline is imposed in a given situation. Likewise, some company polices like sexual harassment and attendance, contain specific discipline procedures.

Progressive discipline may be issued on employees even when the conduct that leads to more serious discipline is not the same that resulted in less severe discipline. That is, violations of different rules shall be considered the same as repeated violations of the same rule for purposes of progressive action.

Probationary employees are held to the highest standards for behavior and job performance. Progressive discipline is the exception rather than the rule for probationary employees.

JCPAA will normally adhere to the following progressive disciplinary process:

- 1. <u>Verbal Caution</u>: An employee will be given a verbal caution when he or she engages in problematic behavior. As the first step in the progressive discipline policy, a verbal caution is meant to alert the employee that a problem may exist or that one has been identified, which must be addressed. Verbal warnings will be documented and maintained by your supervisor.
- 2. <u>Verbal Warning</u>: A verbal warning is more serious than a verbal caution. An employee will be given a verbal warning when a problem is identified that justifies a verbal warning or the employee engages in unacceptable behavior during the period a verbal caution is in effect. Verbal warnings are documented and placed in the employee's personnel file. The verbal warning will remain in effect for three months.

- 3. <u>Written Warning</u>: A written warning is more serious than a verbal warning. A written warning will be given when an employee engages in conduct that justifies a written warning or the employee engages in unacceptable behavior during the period that a verbal warning is in effect. Written warnings are maintained in an employee's personnel file. The written warning will remain in effect for three months.
- 4. <u>Suspension</u>: A suspension without pay is more serious than a written warning. An employee will be suspended when he or she engages in conduct that justifies a suspension or the employee engages in unacceptable behavior during the period that a written warning is in effect. An employee's suspension will be documented and, regardless of the length of the suspension issued, will remain in effect for four month.
- 5. <u>Decision Making Leave</u>: Generally following a suspension, an employee will be reprimanded them sent home for the day on decision making leave. This is intended to help the employee decide whether they should continue employment with JCPAA. If the employee returns, they will be expected to work harder than before to follow JCPAA guidelines and continue their employment without interruption. The other option with this leave is the employee may choose to resign because employment with JCPAA is not a match.
- 6. <u>Termination</u>: An employee will be terminated when he or she engages in conduct that justifies termination or does not correct the matter that resulted in less sever discipline.

Again, while JCPAA will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation.

Policy Commentary: The existence of JCPAA rules does not nullify or in any way change an employee's at-will status.

The reasons listed are not all-inclusive and JCPAA retains the right to terminate employees who, in the employer's discretion, have either engaged in misconduct or who have not performed at an acceptable level. In addition, JCPAA retains the flexibility to discharge employees immediately when circumstances warrant.

#### 3.24 EMPLOYMENT TERMINATION

- **Resignation** voluntary employment termination initiated by an employee.
- **Termination** involuntary employment termination initiated by JCPAA
- Layoff involuntary employment termination initiated by JCPAA for nondisciplinary reasons.

When a non-exempt employee intends to terminate his/her employment with JCPAA, he/she shall give JCPAA at least two (2) weeks written notice. Exempt employees shall give at least four (4) weeks written notice.

Since employment with JCPAA is based on mutual consent, both the employee and JCPAA have the right to terminate employment at will, with or without cause during the Introductory/Probationary Period for New Employees.

Any employee who terminates employment with JCPAA shall return all files, records, keys, and any other materials that are property of JCPAA. The cost of replacing non-returned items will be deducted from the employee's final paycheck.

Employee's benefits will be affected by employment termination in the following manner. All accrued vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee elects to do so. The employee will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

#### 3.25 SAFETY

JPAA provides information to employees about workplace safety and health issues through regular internal communication such as:

- Training sessions
- Team meetings
- Bulletin board postings
- Memorandums
- Other written communications

Each employee is expected to obey safety rules and exercise caution and common sense in all work activities. Employees must immediately report any unsafe conditions to their supervisor. Employees who violate safety standards, cause hazardous or dangerous situations, or fail to report, or where appropriate, remedy such situations, may be subject to disciplinary action including termination of employment.

In the case of an accident that results in injury, regardless of how insignificant the injury may appear, employees should notify their supervisor.

#### 3.26 HEALTH-RELATED ISSUES

Employees who become aware of any health-related issue should notify their supervisor of health status. A written "permission to work" from the employee's doctor is required at the time or shortly after notice has been given. The doctor's note should specify whether the employee is able to perform regular duties as outlined in his/her job description.

A leave of absence may be granted on a case-by-case basis. If the need arises for a leave of absence, employees should notify their supervisor.

#### 3.27 EMPLOYEE REQUIRING MEDICAL ATTENTION

In the event an employee requires medical attention, whether injured or becoming ill while at work, the employee's personal physician must be notified immediately. If it is necessary for the employee to be seen by the doctor or go to the hospital, a family member will be called to transport the employee to the appropriate facility. If an emergency arises requiring Emergency Medical Services to evaluate the injury/illness of an employee onsite, the employee will be responsible for any transportation charges. Furthermore, JCPAA's employees will not be responsible for transportation of another employee due to liabilities that may occur. A physician's "return to work" notice may be required.

#### 3.28 BUILDING SECURITY

All employees who are issued keys to the office are responsible for their safekeeping. These employees will sign a Building Key Disbursement form upon receiving the key. The last employee, or a designated employee, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Employees are not allowed on JCPAA property after hours without prior authorization from the Executive Staff.

#### 3.29 INSURANCE ON PERSONAL EFFECTS

All employees should be sure that their own personal insurance policies cover the loss of anything occasionally left at the office. JCPAA assumes no risk for any loss or damage to personal property.

#### 3.30 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of JCPAA. No employee whose regular duties do not include purchasing, shall incur any expense on behalf of JCPAA or bind JCPAA by any promise or representation without written approval.

#### 3.31 EXPENSE REIMBURSEMENT

Expenses incurred by an employee must have prior approval by a supervisor. Reimbursements under \$25.00 will be included in the employee's next regular paycheck. If the amount is more than \$25.00, the reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Business Manager.

#### 3.32 Parking

Employees must park their cars in areas indicated and provided by JCPAA.

#### 3.33 VISITORS IN THE WORKPLACE

To provide for the safety and security of employees, visitors, and the facilities at JCPAA, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps ensure security, decreases insurance liability, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors must enter through the main reception area, sign-in, and sign-out at the front desk and receive a 'Visitor' badge to wear while on premises. Authorized visitors will be escorted to their destination and must be accompanied by an employee at all times.

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

#### 3.34 Collaborative Planning Time

JCPAA will provide two hours of collaborative planning time each month for six months each school year. The time will be used for:

- Plan curriculum, units, or lessons including classroom-based assessments
- Examine student work
- Examine teacher work
- Plan use and evaluation of instructional practices
- Develop school improvement plans using student data

Collaborative Planning will occur on every  $2^{nd}$  and  $4^{th}$  Tuesday of the month which is early release for all students.

#### 3.35 Additional Assignments

In addition to the regular school day, teachers are required to perform collateral duties related to their teaching functions. Parent conferences, special help for students, faculty and/or departmental meetings, and supervision of non-income producing activities which are of a schoolwide nature are examples of such collateral functions. One open house per semester shall be considered part of a teacher's assignment.

#### 3.36 Faculty/Staff Meetings

All teachers may be required to attend faculty meetings or inservice sessions not to exceed two hours per month at the work site. Administration will notify the teachers of the dates of inservice and the expected duration of the inservice or faculty meeting at least one calendar week prior to the inservice or faculty meeting.

#### 3.37 Discipline

Any student making a direct or implied threat to any faculty member shall immediately be referred to the school administrator with an incident referral form for disciplinary action. The school administrator, or designee, shall exclude that student from the teacher's class or assignment until a conference is held between the student, the parent, the administrator, and the teacher/faculty member involved. Upon request of the teacher/faculty member the administrator shall notify the Milwaukee Police Department.

No teacher/faculty member shall be required to subject themselves to any clear or imminent danger to his/her safety.

#### 3.38 Hiring Standards-Felony Conviction

Wisconsin Department of Public Instruction cannot issue or renew, and must revoke, the certificate, authorization, or permit of someone convicted of certain crimes. DPI can also take one of these actions if the person is convicted of a crime of moral turpitude or of such a nature that the board feels that allowing the holder to have the credential would impair the credential's standing.

DPI must revoke a certificate, permit, or authorization when the holder is convicted of certain crimes. This includes convictions for (1) a capital felony; (2) arson murder; (3) any class A felony; (4) a class B felony, except first-degree larceny, computer crime, or vendor fraud; (5) risk of injury to a minor; (6) deprivation of a person's civil rights by a person wearing a mask or hood; (7) second-degree assault of an elderly, blind, disabled, pregnant, or mentally retarded person; (8) second-, third-, or fourth-degree sexual assault; (9) third-degree promoting prostitution; (10) substitution of children; (11) third-degree burglary with a firearm; (12) crimes involving child neglect; (13) first-degree stalking; (14) incest; (15) obscenity as to minors; (16) importing child pornography; (17) criminal use of a firearm or electronic defense weapon; (18) possession of a weapon on school grounds; (19) manufacture or sale of illegal drugs; and (20) crimes involving child abuse.

JCPAA follows the standards established by the Wisconsin Department of Public Instruction

#### SECTION IV- STANDARDS OF CONDUCT

The work rules and standards of conduct for JCPAA are important, and we take them seriously. All employees are urged to become familiar with these rules and standards. In addition, employees are expected to follow the rules and standards faithfully in doing their own jobs and conducting business at JCPAA. Please note that any employee who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment.

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records;
- Working under the influence of alcohol or illegal drugs;
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace;
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customerowned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment;
- Excessive absenteeism or any absence without notice;
- Unauthorized use of telephones, or other company-owned equipment;
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business "secrets" or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

#### 4.1 ATTENDANCE/PUNCTUALITY AND TARDINESS POLICY

JCPAA expects that every staff member will be consistent with their attendance and punctual. This means being in the office, ready to work and ready to teach, at their starting time each day. Absenteeism and tardiness places a burden on other staff and places a burden on the school. Should undue tardiness become apparent, disciplinary action may be required.

Any employee who is unable to report for work on any particular day must call Administration at least one hour before the start of the scheduled work day. If an employee fails to report to work without notification to the Administrator, the school may consider that employee has abandoned his/her employment and has voluntarily terminated the employment.

If you are unable to report for work for any reason, notify the school administrator **before** regular starting time. You are responsible for speaking directly with the school administrator about your absence in non-emergency situations. In a case where your call

is not answered directly by the school administrator, then it is acceptable to leave a message on the school administrator's voice mail. In the case of an extreme emergency, it is acceptable to leave a voicemail message. In leaving a voice-mail message, a follow-up call must be made later that day. The company phone number is (414) 763-9061.

Upon returning to work after an absence for any reason, the employee must complete an absence form and turn it in to the Office Manager by the end of the work day on which the employee returns. If an employee is absent for medical reasons for more than 10 working days, the employee must, immediately upon his or her intended day of return to work, provide the Office Manager with a physician's statement certifying that the employee is able to return.

#### 4.2 ABSENCE WITHOUT NOTICE

When you are unable to work owing to illness or an accident, please notify the administrator. This will allow the school to arrange for temporary coverage of your duties, and helps other employees to continue work in your absence. If you do not report for work and the administrator is not notified of your status, it will be assumed after two consecutive days of absence that you have resigned, and you will be removed from the payroll.

If you become ill while at work or must leave the office for some other reason before the end of the workday, be sure to inform your administrator of the situation and check out with the secretary.

#### 4.3 HARASSMENT, INCLUDING SEXUAL HARASSMENT

According to a current issues update from the <u>U.S. Equal Employment Opportunity Commission (EEOC)</u>, sexual harassment occurs, "when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive work environment."

It is the policy of JCPAA to maintain a work and academic environment that is free of sexual harassment and discriminatory actions based on race, color, gender, age, sexual orientation, religion, ethnic or national origin, disability, veterans' status, or any other protected status. Unlawful sexual harassment by officers, managers, faculty, supervisors, employees, students, advisors, vendors, clientele, and contractors will not be tolerated.

Further, any retaliation against an individual who has complained about sexual harassment or unlawful discrimination, or retaliation against individuals for cooperating with an investigation of a complaint of sexual harassment or unlawful discrimination, is similarly unlawful and will not be tolerated.

Persons who violate this policy will be subject to disciplinary action up to and including termination of employment, expulsions and/or termination of the contractual relationship.

If you believe you have been the victim of harassment, or know of another employee who has, report it immediately. Employees can raise concerns and make reports without fear of reprisal.

JCPAA prohibits sexual harassment of its employees and applicants for employment by any employee, non-employee or applicant. Such conduct may result in disciplinary action up to and including discharge. This policy covers all employees. JCPAA will not tolerate, condone or allow sexual harassment, whether engaged in by fellow employees, supervisors, associates, clients or other non-employees who conduct business with JCPAA.

Sexual harassment is any behavior that includes unwelcome sexual advances and other verbal or physical conduct of a sexual nature when:

- submission to, or rejection of, such conduct is used as the basis for promotions or other employment decisions;
- the conduct unreasonably interferes with an individual's job performance or creates an intimidating, hostile or offensive work environment.

JCPAA employees are entitled to work in an environment free from sexual harassment and a hostile or offensive working environment. We recognize sexual harassment as unlawful discrimination, just as conduct that belittles or demeans any individual on the basis of race, religion, national origin, sexual preference, age, disability, or other similar characteristics or circumstances.

No manager or supervisor shall threaten or imply that an employee's refusal to submit to sexual advances will adversely affect that person's employment, compensation, advancement, assigned duties, or any other term or condition of employment or career development. Sexual joking, lewd pictures and any conduct that tends to make employees of one gender "sex objects" are prohibited.

#### 4.4 TELEPHONE USE

JCPAA telephones are intended for the use of serving our students and in conducting school business. Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief to avoid congestion on the telephone line. To respect the rights of all employees and avoid miscommunication in the office, employees must inform family members and friends to limit personal telephone calls during working hours.

If an employee is found to be deviating from this policy, he/she will be subject to disciplinary action.

#### 4.5 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with students and parents or potential students and parents. Employees should be well groomed and dressed appropriately for our business and for their position in particular.

The following items are considered inappropriate working attire for JCPAA

- Revealing shirts/tops
- Short mini skirts
- Sheer clothing
- T-shirts with inappropriate or offensive gestures or advertising
- Sagging pants

If management occasionally designates "casual days," appropriate guidelines will be provided to you. Consult your supervisor if you have any questions about appropriate business attire.

#### **4.6 SUBSTANCE ABUSE**

JCPAA is committed to providing a safe and productive workplace for its employees. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary employees. The rules apply during working hours to all employees of JCPAA while they are on JCPAA premises or elsewhere on JCPAA business.

- The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on school property is prohibited.
- Being under the influence of illegal drugs, alcohol, or substances of abuse on school property is prohibited.
- Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

**School property**: All School owned or leased property used by employees.

**Controlled substance of abuse**: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

**Drug**: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.

**Drug paraphernalia**: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

#### Illegal drug:

- a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
- b. Any drug, including but not limited to a prescription drug, used for any reason other than that prescribed by a physician.
- c. Inhalants used illegally.

**Under the influence**: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation of the JCPAA's policy on drugs and may subject an employee to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting school business or being on school property while under the influence of an illegal drug or alcohol, or in an impaired condition.

#### 4.7 TOBACCO PRODUCTS

The use of tobacco products is not permitted anywhere on School premises.

#### 4.8 INTERNET USE

JCPAA employees are allowed use of the Internet and e-mail when necessary to conduct school business. Employees may use the Internet when appropriate to access information needed to conduct business of the school. Employees may use e-mail when appropriate for school business correspondence.

Use of the Internet must not disrupt operation of the company computer network. Use of the Internet must not interfere with an employee's productivity. Employees are responsible for using the Internet in a manner that is ethical and lawful.

Internet messages are public and not private. JCPAA reserves the right to access and monitor all files and messages on its systems.

#### 4.9 COMPUTER PROTECTION SOFTWARE

It is the policy of JCPAA to prohibit any employee from copying copyright protection computer software on any computer, whether school owned or owned by an individual.

#### 4.10 ELECTRONIC COMMUNICATIONS POLICY

It is the policy of JCPAA to ensure that employees use electronic communication systems, such as email, voicemail and the Internet, exclusively for school business and not use them in a way that is disruptive, offensive to others, or harmful to the school. The school maintains these systems and therefore all software and hardware is school property. Additionally, all messages composed, sent or received on these systems are and remain school property. Messages are not the private property of any employee and employees have no right or expectation of privacy in messages. The communications systems should not be used to solicit others for commercial ventures, religious or political causes, outside organizations, union activities, or other non-job related solicitations. Handling personal affairs on school time without permission is grounds for discipline up to and including termination.

#### **SECTION V- SALARIES & FRINGE BENEFITS**

#### **5.1 PAYMENT OF SALARIES**

The Director shall propose salary rates in accordance with the terms of the Charter and will present them for approval to the Charter Committee.

Each employee's hourly wage or annual salary will be reviewed at least once each year. The employee's review date will usually be conducted on or about the anniversary date of employment or the date of the previous compensation review.

#### 5.2 TIMEKEEPING

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is the time actually spent on a job(s) performing assigned duties. JCPAA does not pay for extended breaks or time spent on personal matters.

Authorized personnel will review time records each week. Any changes to an employee's time record must be approved the supervisor.

**Time Cards** – Non-exempt employees will be issued a time card on their first day of employment. The employee will be given thorough instructions on usage and instructions on what to do should a problem occur.

#### 5.3 OVERTIME

All overtime work performed by an hourly employee must receive the school administrator's prior authorization. Overtime worked without prior authorization from the school administrator may result in disciplinary action. The school administrator's signature on a time sheet authorizes pay for overtime hours worked.

Each request for special work hours will be considered separately, in light of the employee's needs and the needs of JCPAA. Such requests may or may not be granted.

#### **5.4 PAYDAYS**

- a. Frequency and Number of Days- Teachers on the "regular teacher calendar", 180 days, shall receive bi-weekly payroll checks as follows:
  - 1) The first check shall be a nine-day payment providing the employee has worked at least nine days.
    - 2) The next payroll checks shall be nine-day paychecks.
  - 3) The last paycheck shall be for the remaining number of days worked in the school year.

Additional time above the teacher's normal work calendar is to be reported at the end of the payroll period during which it is worked. Payment for this additional time will be made on the normal biweekly pay date following the period in which the additional time is reported.

- b. **Release of Paycheck.** Paychecks will not, under any circumstances, be given to any person other than the employee without written authorization. Paychecks may also be mailed to the employee's address or deposited directly into an employee's bank account upon request.
- c. **Paycheck Transmittal.** Employees shall receive their paychecks at the school site. When school is in session on a day prior to a scheduled school break and the first day of the break is a pay day, employees will receive their check on that last day of work. In the event that a regularly scheduled payday falls on a holiday, employees will receive pay on the last day of work.
- d. **Direct Deposit.** JCPAA will make payroll direct deposit available on a voluntary basis for a financial institution of the employee's choice.
- e. **Payroll Corrections.** Errors not attributable to the employee shall be corrected on a supplementary check within the three workdays following the notification of such error, if the employee so requests. Otherwise, when not requested they shall be corrected on the next payroll check.

#### 5.5 SICK LEAVE

Full-time employees receive up to **nine** paid sick days per school year to cover illnesses. Part-time employees receive sick time on a pro-rated basis, calculated based on their schedules. **Employee Responsibility:** 

- Employees must notify their supervisors when they are too ill to report to work. Department reporting requirements differ due to operational need, and all employees are responsible for understanding and complying with the call-in requirements for their positions.
- Paid sick time is a valuable benefit. It is each employee's responsibility to use it carefully and honestly. Using sick time as if it were a vacation day may mean you have no paid time available when you really are sick. A violation of this policy could lead to disciplinary action.

#### **Leadership Responsibility:**

- Sick time must be coded in the time and attendance system.
- Work closely with Workers' Compensation or Leave Coordinators regarding those employees who are on leave.

#### **Policy Provisions & Procedures**

Full-time employees are able to use paid sick time after completing 60 days of employment from their full-time hire dates. Part-time employees are able to use paid sick time after completing 120 days of employment from their part-time hire dates.

Employees may use sick time to cover the illness or serious health condition of themselves, a dependent child, or a spouse. Employees who are absent under an approved Family Medical Leave (FML) may use sick time to cover absences due to the serious health condition of a qualifying relative under the FML policy.

With a supervisor's approval, employees may use sick time for doctor or dental appointments. Employees should make every effort to schedule these appointments outside their normal work schedules.

Accrued sick time may not be carried over from year to year. Unused sick time is not paid out upon termination of employment. Sick time may not be used before it is earned.

Sick time generally should not be used during a Workers' Compensation leave, as the employee will receive benefits through Workers' Compensation; and use of sick time would result in double payment. Sick time may be coordinated with Short-Term and Long-Term Disability benefits that an employee may be receiving. Sick leave may not be advanced.

#### **Accrual Rates**

Full-time employees accrue nine paid sick days each year; at a rate of 2.77 hours per pay period. This accrual rate is pro-rated for part-time employees, based on their scheduled hours. To earn the accrual for a particular pay period, employees must be paid for at least 55% of their regularly scheduled hours. This compensation could include hours worked, vacation, paid sick time, paid holidays, or paid incentive days

When a staff member has been out on sick leave for more than three (3) consecutive work days, he/she is required to submit documentation from a health care provider certifying the medical necessity for the absence and the expected date of return to work. If the employee already has provided a certification and application for FML leave covering the same period, this shall suffice. The employee may be required to submit a return to work note from the treating physician prior to reporting back to the workplace. A supervisor may request a doctor's note certifying the medical necessity for an absence.

Sick leave may be used for illness or injury of the staff member and for doctor/dentist appointments when it is not possible to schedule them during non-working hours. Sick time used for health care provider appointments, which are not medically urgent, must be scheduled in advance and approved by the supervisor. Sick leave of up to three (3) days per fiscal year may be used for illness of a member of the employee's household or for paternity, adoption and foster care.

Sick leave is provided for the reasons stated in this policy and may not be used for other purposes.

#### 5.6 Personal Leave

The Principal may grant up to two days of leave per employee per year for urgent personal business or other emergencies. Such leave shall be at full pay and benefits but with cost of substitute deducted. Such leave may not be accrued and will not be paid out for any reason if not used.

#### 5.7 Long Term Leave

Long term leave shall be defined as unpaid leave for pregnancy, post-childbirth maternity or paternity, adoption, employee long-term illness, and any other reasons required by law. The school may require certification from a qualified medical professional to document the reason for the leave and/or to verify the employee's ability to return to work. Such leave shall be given for a maximum of up to 12 consecutive weeks, or longer if required by law. In no event shall such leave extend beyond the end of the employee's annual contract unless the contract is renewed. Such leave is available to full-time staff only who have been employed for at least one full school year. Any health benefits provided to the employee by the school will continue to be provided during this leave. Whenever possible, such leave must be pre-approved by the Director and at least 30 days advance notice shall be given by the employee.

#### SECTION VI- BENEFITS AND SERVICES

JCPAA offers a benefits program for its regular full-time and regular part-time employees. However, the existence of these programs does not signify that an employee will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

#### **6.1 GROUP INSURANCE**

Janus College Preparatory & Arts Academies High School offers the following health and life insurance programs for REGULAR FULL-TIME employees (as determined by the carrier of the policies).

The Charter School will attempt to provide health, dental, and vision insurance coverage for current staff that is reasonably comparable with coverage provided by the sponsor district to its employees, provided such coverage is commercially or otherwise available at reasonable cost. The Charter School will share in the cost of such coverage for full time employees. No staff member will receive paid health benefits beyond their term of employment.

#### 6.2 WORKMANS COMPENSATION

Employers purchase workers' compensation insurance to ensure that employees, who are affected by illness or injury, and their dependents, are protected against significant hardships in case of injury, illness, or death.

#### 6.3 SOCIAL SECURITY/MEDICARE

JCPAA withholds income tax from all employees' earnings and participates in FICA (Social Security) and Medicare withholding and matching programs as required by law.

#### **6.4 VACATION**

There are approximately 10 weeks of vacation time. Eight days for winter break, six days for spring break, and eight weeks for summer break. Exact days fluctuate due to the day these holiday breaks fall. Both winter and spring breaks are paid time off. Summer breaks, however, are non-paid. The vacation policy applies to all regular full-time and part-time employees.

#### 6.5 Inclement Weather & Other Emergencies

At times, emergencies such as severe weather, fires, or power failures can disrupt school operations. The decision to close the office will be made by the Executive Staff. When the decision is made to close the office, employees will receive official notification from the school administrator and staff will be paid. In the event of weather emergencies, the Executive Director or designee may cancel classes and close the school to the public and/or direct all employees to leave work early or not to report to work.

#### 6.6 HOLIDAYS

JCPAA observes the following paid holidays per year for all employees:

Martin Luther King, Jr. Day Memorial Day Labor Day Thanksgiving Day Day after Thanksgiving Day

#### 6.7 JURY DUTY

Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. In the event this request is not granted, time off with no loss of salary limited to two (2) weeks will be provided for jury duty required to be served during the school year. Any employee, when advised of his/her notification of jury duty, must immediately inform the Director. Salary will be paid as usual. A copy of the jury duty summons and all other associated paperwork are required for the personnel file.

#### 6.8 MILITARY LEAVE

JCPAA will grant employees leave to perform active duty related to Military services. Employees involved must hive the school administrator prompt notice of upcoming active duty and following such duty evidence that it was performed.

JCPAA will follow the amended FMLA National Defense Authorization Act NDAA.

#### 6.9 TRAINING AND PROFESSIONAL DEVELOPMENT

JCPAA recognizes the value of professional development and personal growth for employees. Therefore, JCPAA encourages its employees who are interested in continuing education and job specific training to research these further and get approval before signing up for the seminars or courses.

#### SECTION VII- EMPLOYEE COMMUNICATIONS

#### 7.1 STAFF MEETINGS

Staff meetings will be held every second and fourth Tuesday of the month. These informative meetings allow employees to be informed on recent company activities, changes in the workplace and employee recognition.

#### 7.2 BULLETIN BOARDS

Bulletin boards placed in designated areas will provide employees access to important posted information and announcements. The employee is responsible for reading necessary information posted on the bulletin boards.

#### 7.3 SUGGESTION BOX

JCPAA encourages employees who have suggestions that they do not want to offer orally or in person to write them down and leave them in the suggestion box located in the main office. If this is done anonymously, every care will be taken to preserve the employee's privacy. Administration checks the box on a regular basis.

#### 7.4 ELECTRONIC COMMUNICATION

Employees will be notified of JCPAA activities, events, and routine daily information via school email, text messages, and/or Social Networking sites (such as: Face book).

#### 7.5 PROCEDURE FOR HANDLING COMPLAINTS

Under normal working conditions, employees who have a job-related problem, question or complaint should first discuss it with the school administrator. At this level, employees usually reach the simplest, quickest, and most satisfactory solution.

## Janus College Preparatory & Arts Academies, Inc. JCPAA Acknowledgment

I acknowledge that I have received a copy of the JCPAA Employee Handbook dated: (date). I understand that this handbook replaces any and all prior verbal and written communications regarding JCPAA working conditions, policies, procedures, appeal processes, and benefits.

I understand that the working conditions, policies, procedures, appeal processes, and benefits described in this handbook are confidential and may not be distributed in any way nor discussed with anyone who is not an employee of JCPAA.

I have read and understand the contents of this handbook and will act in accord with these policies and procedures as a condition of my employment with JPAA.

I have read and understand the Standards of Conduct expected by JCPAA and I agree to act in accord with the Standards of Conduct as a condition of my employment by JCPAA

I understand that if I have questions or concerns at any time about the handbook or the Standards of Conduct, I will consult my immediate supervisor, my supervisor's manager or the President for clarification.

I also acknowledge that the handbook contains an employment-at-will provision that states:

- Either JCPAA or I can terminate my employment relationship at any time, with or without cause, and with or without notice;
- That this employment-at-will relationship is in effect regardless of any other written statements or policies contained in this handbook, in any other JCPAA documents, or in any verbal statements to the contrary; and
- That no one except the President can enter into any differing employment relationship, contract, or agreement. To be enforceable, any such out-of-the-ordinary relationship. contract, or agreement must be in writing, signed by the President, notarized, and in the employee file.

Finally, I understand that the contents of this employee handbook are simply policies and guidelines, not a contract or implied contract with employees. The contents of the employee handbook may change at any time.

Please read this Handbook and these employee Standards of Conduct carefully to understand these conditions of employment before you sign this document.

I have read and agree to abide by this Employee Manual.		
Employee Signature	Date	_
Witnessed by:		
Business Representative	Date	_