



# **HERITAGE HEIGHTS ACADEMY**

## **Employee Manual**

**SCHOOL YEAR**

**2017-2018**

## **Purpose of This Manual**

This manual has been prepared to inform you about HERITAGE HEIGHTS ACADEMY'S (HHA's) employment practices and policies, as well as the benefits provided to you as an employee, and the conduct expected from you.

No employee manual can answer every question, nor would we want to restrict the normal question and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

Please don't hesitate to ask questions regarding the policies contained in this Manual. Your supervisor will gladly answer them.

Employees are required to read and become familiar with this Manual. Please refer to the Manual whenever questions arise.

HHA's policies, benefits, and rules, as explained in this Manual, may be changed from time to time as business, employment legislation, and economic conditions dictate. If and when provisions are changed, the updated information will be available to employees through the school office.

## Notice

The policies in this Manual are to be considered as guidelines. Nothing in this Manual or in any other HHA policies, guidelines, practices, or handbooks is intended to create any contractual obligation. The employment relationship between HHA and its employees is **at-will** and can be terminated with or without cause and with or without notice, at any time, at the option of either HHA or the employee.

HHA reserves the right to modify, supplement, rescind, or revise any policy, benefit, or provision from time to time, with or without notice, as it deems necessary or appropriate. Any such action shall apply to existing as well as future employees. No one, other than the HHA Board of Directors, may alter or modify any of the policies in this Manual. No statement or promise by a supervisor, manager, or department head may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable or invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision.

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## 1. An Overview of HHA

### About HHA

The vision of HHA is to develop successful scholars, critical thinkers, and lifelong learners acquired from a Core Knowledge education. HHA students will thrive as contributing members of our local and global community. The mission of HHA is to provide an educational choice that challenges all learners to achieve individual academic success, develop a strong character, and learn to be contributing citizens. HHA is dedicated to developing meaningful partnerships between parents, teachers, and the community to ensure the success of all students.

For more details on HHA and the educational philosophies of our school, please refer to the Charter application for HHA.

### What HHA Expects From You

**All employees of HHA are expected to read and understand the contents of this employee manual. Failure to abide by these policies can result in disciplinary actions up to, and including, dismissal.**

## 2. Employment

### Personnel Administration

The task of handling personnel records and related personnel administration functions at HHA is assigned to the Office Manager. Questions regarding insurance, wages, and interpretation of policies may be directed to the Office Manager.

#### Your Personnel File

Keeping your personnel file up-to-date can be important to you with regard to pay, deductions, benefits, and other matters. You are required to notify the Office Manager immediately if you have a change in any of the following:

1. Legal name
2. Home address
3. Home telephone number
4. Person to call in case of emergency
5. Number of dependents
6. Marital status
7. Change of beneficiary
8. Driving record or status of driver's license, if you operate any HHA vehicles
9. Military or draft status
10. Exemptions on your W-4 tax form

Coverage or benefits that you and your family may receive under HHA's benefits package could be negatively affected if the information in your personnel file is incorrect.

You are permitted to view the information kept in your own personnel file (unless otherwise restricted by law) and can request and receive copies of all documents you have signed. For access to your personnel file, please make arrangements with the Office Manager.

## **Employment Classifications**

At the time you are hired, you are classified as either full-time, part-time, or temporary and are also told whether you qualify for overtime pay. Please refer to information regarding benefits eligibility to determine what, if any, benefits you are entitled to. Policies described in this Manual and communicated by HHA apply to all employees, with the exception of certain wage, salary, and time-off limitations that apply only to non-exempt employees (see below for definition). If you are unsure of which job classification your position fits into, please ask your supervisor.

### **Full-Time Employees**

A full-time employee works, on average, a minimum of 35 hours per week.

### **Part-Time Employees**

An employee who works, on average, less than 35 hours per week is considered a part-time employee.

### **"Non-Exempt" and "Exempt" Employees**

At the time of hire, all employees are classified as either "exempt" or "non-exempt." By law, non-exempt employees are entitled to overtime pay for hours worked in excess of eight (8) hours per day or forty hours (40) per work week, whereas exempt employees are not eligible to receive overtime pay.

Exempt employees include teachers, the Principal, the Office Manager, professional staff, technical staff, and others whose duties and responsibilities allow them to be "exempt" from overtime pay provisions as provided by the Federal Fair Labor Standards Act (FLSA) and any applicable state laws. Each employee will be informed of his or her exempt status at the time of hire, transfer, or promotion. Any questions regarding your exempt status should be directed to your supervisor.

### **Cherry Creek School District Employees**

Cherry Creek School District (CCSD) employees who work for HHA are subject to the policies and procedures set forth in this manual and other HHA policies and procedures. CCSD employees hired by HHA are considered employees of HHA. Thus, the Cherry Creek School District does not control the terms or conditions of employment at HHA.

CCSD employees who work for HHA are subject to the following conditions:

- Probationary certified employees and classified employees without a six-year job guarantee will have no employment status with the district other than as Charter School employees.
- No district seniority or probationary status will accrue. Continuing contract (non-probationary) certified employees and classified employees with a six-year guarantee are eligible for a leave of absence from employment with the district for one year at a time up to a maximum of three years.
- Within the three-year period, these employees are eligible to return to the district (only at the beginning of a contract year) at their former status in terms of employment and rate of pay. The specific position assignment is at the discretion of the district.
- After the maximum of three years of leave, a non-probationary staff member must reapply and compete for a position vacancy if they wish to return to employment with the district. If they are offered and accept a position, their employment status as non-probationary contract status will be reinstated.
- No district seniority or pay status changes will be earned while on leave from the district.

## **Job Descriptions**

We maintain a job description for each position in HHA. Please review the job description given to you at the time of hire. If you have any questions or concerns, please schedule an appointment with the Office Manager or Principal.

## **Employment Policies**

### **Anniversary Date**

The first day you report to work is your "official" anniversary date. Your anniversary date is used to compute various conditions and benefits described in this Manual.

### **At Will Employment**

**All employment and compensation with HHA is "at will," which means that your employment can be terminated with or without cause, and with or without notice, at any time, at the option of either HHA Board of Directors or yourself, except as otherwise provided by law.**

### **Business Hours**

Our regular operating hours are 7:55 A.M. to 3:25 P.M., Monday through Friday. All teachers are expected to be at school by 7:15 a.m. and stay until 4:00 p.m. on school days.

Your particular hours of work and the scheduling of your lunch period will be determined and assigned by the Principal. Most employees are assigned to work a forty (40) hour work week.

### **Absence or Lateness**

From time to time, it may be necessary for you to be absent from work. HHA is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. Leave time has been provided for this purpose.

If you are unable to report to work, or if you will arrive late, you must contact your supervisor immediately. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off directly from your supervisor. Those not reporting to work must notify their supervisor at least six (6) hours in advance when possible, but no later than three (3) hours before school starts.

When you call in to inform HHA of an unexpected absence or late arrival, ask for your supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying the switchboard operator or a fellow-employee is not sufficient. If you are unable to call in yourself because of an illness, emergency, or for some other reason, you must have someone call on your behalf. If your supervisor is not available when you call, you may leave the information with another supervisor.

Unauthorized absence from work without notifying your supervisor or the school administrator may be considered a voluntary resignation.

### **Attendance**

You are expected to be at your work station and ready to work from the beginning of your assigned daily work hours until the end of your assigned work hours, except for approved breaks and meal periods. When your work takes you away from your work station, you are required to let your supervisor know where you are going and how long you expect to be gone.

### **Excessive Absenteeism or Lateness**

Other than for a requested leave of absence, five (5) absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under question. Tardiness or leaving early is as detrimental to HHA as an absence. Three (3) such incidents in a 90-day period will be considered a "tardiness pattern" and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Be aware that excessive absenteeism, lateness, or leaving early may lead to disciplinary action.

### **Record of Absence or Lateness**

If you are absent because of illness or if there is a pattern of frequent absences, you may be required to submit written documentation from your doctor. If you are absent five (5) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation. Should you be asked to submit document from your medical provider, you should submit this documentation directly to human resources or the Office Manager.

### **Community Relations**

The success of HHA depends upon the quality of the relationships between HHA, our employees, our parents, our students, and the general public. In a sense, regardless of your position, you are HHA's ambassador. The more goodwill you promote, the more our school community will

respect and appreciate you and HHA. Nonetheless, no employee is to act as a spokesperson or give an official comment on any HHA programs or policies unless authorized in writing.

### **Equal Employment Opportunity**

HHA is committed to the principles of equal opportunity employment in any term, condition, or privilege of employment, and employment decisions are made on the basis of merit. HHA does not discriminate against applicants or employees on the basis of age, race, sex, color, religion, sexual orientation, national origin, disability, genetic characteristics, veteran status, or any status as protected by federal, state, or local law. All employment decisions are based solely upon an individual's qualifications and capabilities, which must satisfy the reasonable requirements of the positions under consideration, including education, experience, demonstrated competence, and when applicable, certification requirements. We expect all employees to show respect and sensitivity toward all other employees, and to demonstrate a commitment to the school's equal opportunity objectives. If you observe a violation of this policy, you should report it immediately to the Principal, your supervisor, or the President of the Governing Board.

### **Harassment/Discriminatory Behavior**

HHA is committed to providing a safe learning and work environment where all members of the school community are treated with dignity and respect. The schools in the district are subject to all federal and state laws and constitutional provisions prohibiting discrimination on the basis of race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services. Accordingly, no otherwise qualified student, employee, applicant for employment or member of the public shall be excluded from participation in, be denied the benefits of, or be subjected to unlawful discrimination under any district program or activity on the basis of race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services. Discrimination against employees and applicants for employment based on age is also prohibited in accordance with state and federal law. The following shall be objectives of this school district in reference to students and employees:

1. To promote the rights and responsibilities of all individuals as set forth in the state and federal constitutions, pertinent legislation, and applicable judicial interpretations.
2. To encourage positive experiences in terms of human values for children and adults who have differing personal and family characteristics or who come from various socio-economic, racial and ethnic groups.
3. To consider carefully, in all decisions made which affect the schools, the potential benefits or adverse consequences that those decisions might have on the human relations aspects of all segments of society.
4. To utilize educational experiences to build each individual's pride in the community in which he lives.
5. To investigate and appropriately discipline staff and students found to be responsible for incidents of harassment or discrimination in violation of district policy.

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### **Harassment is Prohibited**

Harassment based on a person's race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services, is a form of discrimination prohibited by state and federal law. Preventing and remedying such harassment in schools is essential to ensure a nondiscriminatory, safe environment in which students can learn, employees can work and members of the public can access and receive the benefit of HHA facilities and programs. All such harassment, by HHA employees, students and third parties is strictly prohibited.

All HHA employees and students share the responsibility to ensure that harassment does not occur at any HHA activity or event.

For purposes of this policy, harassment is any unwelcome, hostile and offensive verbal, written or physical conduct based on or directed at a person's race, color, ancestry, creed, sex, gender, sexual orientation, religion, national origin, marital status, age, disability or need for special education services that: (1) results in physical, emotional or mental harm, or damage to property; (2) is so severe, persistent or pervasive that it creates an intimidating, hostile or threatening environment; or (3) substantially disrupts the orderly operation of the school.

### **Reporting Harassment**

Any student who believes he or she has been a victim of unlawful discrimination or harassment as defined in this policy shall immediately report it to an administrator, counselor, or teacher and file a formal complaint as set forth in this policy.

Any employee, applicant for employment or member of the public who believes he or she has been a victim of unlawful discrimination or harassment shall file a complaint with the School Administrator.

All allegations of employee harassment shall be reported to the School Administrator. If the School Administrator is the alleged harasser, the report should be made the Chairperson of the Board of Directors.

### **Interim Action**

When appropriate, HHA shall take interim measures during the investigation of a harassment report to protect the alleged subject of the harassment from further harassment or retaliation.

### **Investigation**

HHA shall take appropriate action to investigate allegations of harassment, to end unlawful harassment that exists, to prevent the recurrence of unlawful harassment and to prevent retaliation against the individual making the report and anyone participating in the investigation of such allegations, as well as to restore lost educational opportunities to the harassed student or employment opportunities to staff.

In addition, any student or employee who engages in harassment of another student or employee shall be disciplined according to applicable HHA policies. Steps shall also be taken to ensure that victims of, and witnesses to, harassment are protected from retaliation. Further, students or employees who knowingly file false harassment complaints or give false statements in an investigation shall be subject to discipline, up to and including suspension/expulsion for students and termination of employment.

In cases involving potential criminal conduct, a determination will be made as to whether appropriate law enforcement officials should be notified.

No student, employee, or member of the public shall be subject to adverse treatment in retaliation for any good faith report of harassment under this policy. To the extent possible, all reports of harassment will be kept confidential.

### **Sexual Harassment**

Sexual harassment is recognized as a form of sex discrimination and thus a violation of the laws which prohibit sex discrimination.

A learning and working environment that is free from sexual harassment shall be maintained. It shall be a violation of policy for any member of the HHA staff to harass another staff member or students through conduct or communications of a sexual nature. All staff members of HHA are charged with the duty of responsible implementation of this policy.

The following definition shall apply as sexual harassment. Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature may constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or educational development.
2. Submission to or rejection of such conduct by an individual is used as the basis for employment or education decisions affecting such individual.
3. Such conduct has the purpose or effect of unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive working or educational environment.

Sexual harassment as defined above may include but is not limited to:

1. Sex-oriented verbal "kidding," abuse or harassment
2. Pressure for sexual activity
3. Repeated remarks to a person with sexual or demeaning implications
4. Unwelcome touching, such as patting, pinching or constant brushing against another's body
5. Suggesting or demanding sexual involvement, accompanied by implied or explicit threats concerning one's grades, employment status or similar personal concerns

Staff members who believe they have been subject to sexual harassment should report the incident to the school administrator through use of the accompanying grievance procedure. If the alleged harasser is the school administrator, with whom a grievance routinely would be filed, the staff member may file the grievance with the HHA Governing Board.

All matters involving sexual harassment complaints shall remain confidential to the extent possible.

Filing of a grievance or otherwise reporting sexual harassment shall not reflect upon the individual's status or affect future employment or work assignments.

### **Grievance Policy for Sexual Harassment**

1. Staff members who believe that they have been subject to sexual harassment should:

- a. Report the incident to School Administrator. Or,
- b. Report the incident directly to the School's Governing Board.

The Principal or the School's Governing Board will investigate the reported incident.

2. The Principal or the School's Governing Board will attempt to resolve the problem, if warranted, in an informal manner through the following process:
  - a. They will investigate and respond to the complaint in a timely manner.
  - b. They will confer with the charging party in order to obtain a clear understanding of the basis of the complaint.
  - c. They will then attempt to meet with the charged party in order to obtain a response to the complaint.
  - d. They may hold as many meetings with the parties as is necessary to gather facts and obtain statements from witnesses if available.
3. On the basis of the investigation into the situation, the Principal or the Governing Board may:
  - a. Attempt to resolve the matter informally through conciliation. Or,
  - b. Report the incident and transfer the record to the Governing Board and so notify the parties.
4. After reviewing the investigation record made by the Principal or designated investigator, the Governing Board may attempt to gather any more evidence necessary to decide the case and thereafter impose any sanctions deemed appropriate including a recommendation to the Board for disciplinary action.

### **Threat of Violence**

Employees are expected to adhere to the following protocol in the event a threat of violence has been made against any other person in the school.

1. When a person tells you that another person has made a threat of violence against him or her, take the threat seriously.
2. Try to get as much detail as possible about what was said and in what context.
3. Notify the Principal about the threat.
4. If weapons were mentioned, the Principal will examine the backpack, locker, desk, or clothing of the person who made the threat.
5. Make sure the threatened person feels safe and is willing to be by him- or herself. If not, let the administration know.
6. Notify the parents of any student receiving a threat and the student making the threat.
7. Follow up on any discipline or reporting procedures as necessary.

### **Health Examinations**

HHA reserves the right to require an employee to participate in a health examination to determine the employee's fitness to perform his/her essential job functions. All such health exams shall be paid for by the school and shall remain confidential.

### **Outside Employment**

HHA expects all full-time employees to treat their position at HHA as their primary employment. Outside activities should not interfere with your ability to properly perform your job duties at HHA.

If you are a full-time employee thinking of taking a second job, notify your supervisor immediately. He or she will thoroughly discuss this opportunity with you to make sure that it will not interfere with your job at HHA nor pose a conflict of interest. An example of work that would constitute a conflict of interest would be tutoring students of HHA for a fee.

### **Proof of U.S. Citizenship and/or Right to Work**

HHA is committed to full compliance with federal and state immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States.

As an ongoing condition of employment, you will be required to provide documentation verifying your identity and legal authority to work in the United States.

### **Workers' Compensation**

Workers' Compensation will be handled in accordance with Cherry Creek School District policy. The policy is included here for completeness.

If you are injured on the job, you must notify your supervisor within four working days of the accident. It is your responsibility to complete your portion of the "Employee's Report of a Work-Related Injury" form provided by your supervisor. This form must be completed regardless of whether or not you require medical attention.

Workers' compensation only covers work-related injuries sustained in the performance of your job. If you require medical attention, you must be treated by the school's designated provider to be eligible for benefits. Heritage Heights Academy's designated provider is

Pinnacol  
Assurance  
303-361-  
4000  
1-800-873-  
7242  
Monday-  
Friday 8-5

If you seek medical treatment other than the designed provider for your work-related injury, the costs of that treatment may not be covered by workers' compensation, and you may be required to pay for those expenses. Please contact the HHA Business Office if you have specific questions about workers' compensation.

### **Reporting of Injury:**

Similar to the mandatory reporting requirement for the injuries of students, HHA employees and volunteers are expected to report unsafe conditions to their supervisor and the Principal of HHA. HHA employees and volunteers are also expected to report any and all injuries occurring on the job, regardless of its severity, to office personnel.

### **PERA**

All employees of HHA shall be members of the Public Employee's Retirement Association and subject to its requirements. HHA shall be responsible for the cost of the employer's share for any contributions for employees of HHA. Contributions to PERA will be made in accordance with PERA guidelines.

## **Standards of Conduct**

### **Unacceptable Activities**

Generally speaking, we expect each person to act in a mature and responsible way at all times. However, to avoid any possible confusion, some of the more obvious unacceptable activities are noted below. Occurrences of any of the following violations or activities, as well as violations of any HHA rules or policies, may be subject to disciplinary action, including possible immediate dismissal. This list is not all-inclusive and, notwithstanding this list, all employees remain employed "at will."

If you have any questions concerning any work or safety rule, or any of the unacceptable activities listed, please see your supervisor for an explanation.

- All teachers and staff must use good judgement and exercise caution when meeting with students both at school and off campus. Faculty and staff are expected to understand the delicate nature of working with minors and should act appropriately toward students and parents.

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## Meetings

Attendance at faculty meetings is required. School-wide faculty meetings will be held as scheduled and staff will be notified in advance. Absence from a faculty meeting must be authorized by the Principal. Unauthorized absences from faculty meetings can result in disciplinary action.

### **Announcements and Email**

Employees are responsible for reading their email at the start of each day, at lunchtime, and prior to leaving for the day. Employees should make every effort to respond to emails/ phone calls within 24 hours, but must respond within 48 hours. Parent communication is crucial for a successful school. Under rare occasions you may be asked to read an important announcement from administration, which will be announced over the PA system. When notices are sent to your room, please give them immediate attention. We will disturb you only when absolutely necessary.

### **Accident or Illness**

Be careful to observe general first aid precautions. Accident forms are made for children injured at school. Teachers are to fill out accident forms regardless of the seriousness of the accident. The accident forms can be obtained in the office.

NEVER give a child any medication (Tylenol, cough drops, etc). If a child shows symptoms of illness or complains of not feeling well, the child should be sent to the office. Send the child with the universal pass form indicating the reason he/she is not feeling well. IN NO CASE should a teacher send a child home without first consulting the office. When a sick child is to be sent home, the teacher will be notified.

### **Cell Phone Use**

HHA staff members must limit their cell phone use for their planned breaks or meal periods. HHA staff should not use their cell phones during classroom instruction time unless there is an emergency.

### **Suspected Child Abuse Policy:**

HHA employees shall abide by all state, local and federal law regarding the reporting of suspected child abuse and neglect. All staff are responsible for understanding and being informed of current laws and regulations regarding suspected child abuse and neglect. At HHA the protocol is as follows:

1. If a faculty or staff member suspects child abuse, he/she will bring the concerns to his/her director supervisor.
2. The Principal of HHA will require the reporting staff member to document the information in writing giving clear and specific details.
3. The ultimate responsibility for reporting rests with the eyewitness. In most cases the report will be made jointly by the Principal of HHA and reporting staff member. If the staff member makes the report to child services independently, the employee will notify the Principal of HHA immediately.

### **Work Rules and Performance Standards:**

It is not possible to provide a complete list of every work rule or performance standard. As a result, the following are presented only as examples. You are responsible for understanding and following these standards and work rules. Employees who do not comply may be subject to disciplinary action, up to and including possible termination.

*Job Performance-* employees may be disciplined, up to and including possible termination, for poor job performance, as determined by HHA and set forth in this handbook. Some examples of poor job performance are as follows:

- Below average work quality or quantity
- Poor attitude, including rudeness, or lack of cooperation
- Excessive absenteeism, tardiness, or abuse of break and meal privileges
- Failure to follow instructions or school policies and procedures

*Misconduct-* employees may also be disciplined, up to and including possible terminations, for misconduct. Some examples of misconduct are as follows:

- Insubordination
- Abuse, misuse, theft, or the unauthorized possession or removal of HHA or school district property or the personal property of others
- Falsifying or making a material omission on HHA records, reports, or other documents, including payroll, personnel, and employment records
- Divulging confidential school information to unauthorized persons
- Disorderly conduct on school property including: fighting, attempted bodily injury, use of profane, abusive or threatening language toward others, or possession of a weapon
- Violation of any law adversely affecting the school, or conviction in court of any crime which may cause the employee to be regarded as unsuitable for continued employment
- Violation of the school's or school district's alcohol, drugs, and controlled substances policy
- Marking or signing the time sheet of another employee or knowingly allowing another employee to mark or sign your time sheet

### **Alcohol, Drugs, and Controlled Substances:**

The use, sale, transfer, possession, or being “under the influence” of alcohol, drugs, or controlled substances when on duty, or on HHA property is prohibited. In addition, off duty conduct that may adversely affect the reputation or interest of the school is prohibited. “Under the influence” for the purpose of this policy, is defined as being unable to perform work in a safe or productive manner, and/or being in a physical or mental condition that creates a risk to the safety and well being of the affected employee, other co-workers, the public or school property.

Violation of this policy will result in disciplinary action, up to and including possible termination.

### **Smoking**

Smoking is prohibited in the building and on the property (including the parking lot). Staff is expected to set a positive example for students concerning the use of tobacco by following the district policy and state laws regarding tobacco possession and use. The use of tobacco by staff on all school property is prohibited and also during all school sponsored activities, even those off of school property. The use of tobacco while driving or sitting in district owned vehicles is

prohibited, both on and off of school property. In order to be healthy role models for students, school staff is discouraged from any visible possession or use of tobacco during work hours.

## **Staff Children**

Children of staff members are to remain in staff members' classrooms or designated areas during the hours before and after school and under the supervision of the staff member. Students of staff members are to remain in the dismissal area until the end of dismissal. If you do not have afternoon carpool duty and want your child to be under your supervision, they must remain in your classroom at all times. Please remind your students that all school rules apply before and after regular school hours, i.e., no running in halls, playing chase or tag in hallways, snowball throwing, etc. Please note: Staff children are not allowed to use the PA System at any time.

## **Personal Appearance**

Your appearance reflects not only on you as an individual, but on HHA as well. We expect you to take pride in your appearance and strive to achieve a positive educational and business-like image when representing the school. Employees should use good judgment in determining dress and appearance while at work. An employee's attire should not distract students, parents, or other staff members in any way.

As a basic guideline, professional dress is expected for faculty members. HHA staff members are not to wear jeans, tank tops/spaghetti straps, nor any clothing that is too short, low-cut, or tight-fitting.

Any questions regarding appropriate attire should be directed to the Principal of HHA or LCHS. Failure to dress appropriately can result in disciplinary action, up to and including possible termination.

## **Personal Property**

Employees should not bring large sums of money, jewelry or other valuables to work. HHA is not responsible for personal property that is lost, damaged, stolen, or destroyed.

Additionally, Employees park at their own risk and HHA will not be responsible for theft or damage to any vehicles parked on or near HHA property. Also, HHA will not be responsible for personal property left in vehicles that is lost, damaged, stolen or destroyed.

## **Access to HHA Property:**

HHA reserves the right to access teacher classrooms, work stations, filing cabinets, desks, packages sent to the school, and any other school property at its discretion with or without advance notice or consent.

HHA reserves the right to access the internet activity of any staff member conducted using the ACS network, as well as any information stored on HHA computers, and any voicemails or other

communications conducted using HHA telephones. HHA staff members are expected to limit their internet and phone use to work-related activities. HHA staff does not have any expectation of privacy in the use of HHA property, including internet servers, computers, email or any other modes of communication or storage.

## **Social Media Policy**

The following policy governs employee use of social media, including any online tools used to share content, profiles, opinion, insights with others such as personal web pages, message boards, networks, communities and social networking websites, including but not limited to Facebook, Instagram, Twitter, and LinkedIn as well as weblogs (“blogs”). The lack of explicit reference to a specific site does not limit the application of this policy.

The School respects the rights of all employees to use media for self-expression. However, the School also has an interest in protecting its image, goodwill, and reputation in the community. For this reason, the School expects employees to conduct themselves in a professional manner and exercise good judgment when using social media, social networking sites and/or blogs.

Therefore, employees are strictly prohibited from the following:

- Listing their School e-mail address or School-issued phone numbers unless the social media, social networking site or blog is used solely for School business and has been authorized by the Principal;
- Using any social media, social networking, blogs or other form of online publishing or discussion activities while on School time, property or business except if it is being done for School business and with the written permission of the Principal;
- Posting any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, or hateful to another person or entity;
- Posting or using a picture or likeness of an administrator, supervisor, co-worker, student or student’s family member without that individual’s express advance permission;
- Engaging in activity that reflects or may reflect negatively on the School, its affiliates, vendors, employees, students, or student’s family members, or contains any content prohibited by the School’s policies and procedures; and

Employees engaging in use of social media, social networking and blogging activities are subject to all of the School policies and procedures, including but not limited to the School’s policies on (1) protecting the confidentiality of School information, (2) safeguarding School property; (3) the prohibition against unlawful discrimination and harassment; and (4) the use of the School’s electronic systems.

Employees are expected to remain respectful of the School, administrators, students and co-workers, and other educational institutions and should not post any material that is obscene, vulgar, defamatory, threatening, discriminatory, harassing, abusive, hateful or embarrassing to

another person or entity, and should not engage in activity that reflects or may reflect negatively on the School, its affiliates, employees, clients, partners, vendors and suppliers, or contains any content prohibited by the School's policies and procedures.

Employees should have no expectation of privacy while using online social media, social networking sites and/or blogs. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed in online media, social networking sites and/or blogs may be accessed by the School at any time without prior notice. Employees are personally responsible for the commentary they express and the material they post while engaging in online social networking and blogging activities.

Violations of this policy may result in disciplinary action, up to and including termination of employment.

### **Expense Reimbursement**

HHA recognizes that certain expenses are incurred by charter school employees in carrying out authorized duties. The governing body approves the reimbursement of necessary and reasonable expenditures consistent with Internal Revenue Service requirements and Colorado Law.

All approval and reimbursement procedures must be followed prior to reimbursement.

Expense reimbursement for staff traveling on approved charter school business will be governed by the following procedures. Travel expenses include travel fares, meals and lodging and expenses incident to travel. Travel must be conducted in the most expeditious and cost-effective manner, as determined by the charter school. Reimbursement for out-of-state travel by private vehicle will be made on the basis of air fare or mileage rate, whichever is lower. Only travel expenses as are ordinary and necessary in the conduct of approved travel for charter school business purposes and directly attributable to it will be reimbursed. As used in this section an "ordinary" expense means one that is common and accepted in the profession; a "necessary" expense means one that is essential and appropriate in order to conduct charter school business. Reimbursement procedures established by the charter school will also apply to governing body members traveling on charter school business, as applicable.

Reimbursement will be made for ordinary and necessary meal expenses incurred in the course of approved travel for charter school business. Meals include amounts spent for food, beverage, taxes and related gratuities. Alcoholic beverages will not be reimbursed by the charter school. Receipts for all meal expenses must be secured and attached to the claim.

Expense reimbursements for staff or board travel shall not exceed the maximum General Services Administration (GSA) approved rates. Expenses in excess of the charter school's established limit are ordinarily the responsibility of the employee and may be reimbursed only with administrator approval.

### **End of Year Checkout**

All teachers will be required to complete an inventory of their classrooms at the end of each school year. All items in the classroom must be accounted for including personal property that is left in the classroom over the summer. Please refrain from placing trash and discarded items out

in the hallways when you leave for the summer. Notify the Facility Manager that you have large items that need to be discarded.

## **Intellectual Property**

All work products created by employees during the term of his/her employment at HHA for use by/at HHA is the express property of HHA and the employee. This includes, but is not limited to, course syllabi, unit plans, lesson plans, supporting curricular documents, and program design materials. HHA shall have the indefinite right to use such works at its discretion and in any manner. All material created, gathered, or otherwise received (including materials obtained at professional development training paid for by HHA) are the express property of HHA. All work products must be backed up on the school network server on a weekly basis to assure protection of and access to HHA' shared intellectual property.

## **Grants**

Employees are encouraged to seek additional funds to support their work. Employees must, however, seek prior written approval from the Principal for any grant submissions and/or fundraising activities.

## **Resolving Problems—Grievance Procedure**

If you have a problem or issue with a co-worker or with HHA, we encourage you to handle this issue directly with those involved. Please note that this general grievance procedure does not apply to issues regarding unlawful harassment and discrimination, including sexual harassment, and any complaints regarding those policies should be handled as noted above. For a general grievances issue, you can take the following steps:

Heritage Heights Academy (HHA) strives to be proactive in promoting a positive culture between all of our community members. The following policies apply to grievances, including complaints, concerns, or conflicts, of any type. The administration and Board are committed to addressing and resolving grievances in a timely and efficient manner.

The Board places great trust in its faculty and administrators to manage the affairs of the school and to serve our school community. This grievance process should be used only for genuine complaints, concerns, or conflicts that require the attention of the School Director or the Board, not simple disagreements that can be managed informally. The Board will not typically review grievances based on the discretionary day-to-day decision-making or good faith judgment calls made by faculty or administrators, unless there is clear evidence of misconduct or a need to address a substantial issue.

Employees may also utilize this process to dispute work related decisions by administration, like non-renewals or other work related concerns, complaints or conflicts.

Please follow these steps before filing a formal grievance:

1. Address issues with those directly involved – Bring your complaint, concern, or conflict first to the person best positioned to address it. Make efforts to sincerely resolve the grievance with those who are directly involved.
  - a. If you are a parent and it is a specific classroom or academic issue, this will most likely be an attempt to resolve the issue with your child's teacher. If it is a broader, school-wide issue, this will most likely be an attempt to resolve the issue with a school administrator.

If you are an employee this will most likely be an attempt to resolve the issue with the co-worker with whom you have the issue, or your supervisor if it is a broader, school-wide issue.

If your attempts to resolve the complaint, concern, or conflict informally does not produce a satisfactory result, or you find the individual(s) involved to be non-responsive, and the issue is substantial, you may file a formal grievance by following these steps:

1. Complete a Grievance Form (available on the school's website or front office) – This includes providing a brief summary of the issue; informal steps that were taken to resolve it, including discussions with those directly involved; the outcome of those attempts; the reasons why you were not satisfied with the outcome; a citation to any laws and/or policies that you believe were violated; and what you are requesting be reviewed and/or changed about the outcome.
2. Submit the Grievance Form to the School Director – The form may be submitted to the school's front office or emailed directly to the School Director or his/her secretary. If the Grievance is an issue in which the School Director is directly involved or in which the School Director has already issued a final decision, then this form may be submitted directly to the President of the Board for consideration under Step 5.
3. School Director Review – The School Director will, within three working days, review the Grievance and either reply in writing to the grievant or request a meeting. Others involved may be consulted on the issue and/or invited to any meetings scheduled to discuss the issue.
4. School Director Decision – Within ten working days of the date the Grievance Form is submitted; the School Director will provide a written decision or planned course of action regarding the Grievance to the grievant.
5. School Board Review – If the grievant is not satisfied with the School Director's decision or planned course of action, the grievant may request that the Grievance be submitted by the School Director for review by the Board within five working days. If the grievant requests Board review, the School Director will forward all documentation, including the original Grievance Form, any notes or summaries of meetings or actions taken, the School Director's final written decision or planned course of action, and any other relevant information to the Board. Board Members may request an additional statement from the grievant, as well as any other information it deems relevant to research or request. The Board President will determine whether or not to include the request on the agenda of the School Board's next meeting. An individual Board Member can make a motion to have it added to agenda during the board's next meeting, and it will be added with a requisite vote of the majority, following regular procedures. At all stages of this process Board members will take care to preserve expectations of privacy, including avoidance of public references to specific individuals or incidents, and may call an executive session to discuss any Grievances, for which an executive session is allowed. If the grievance involves a specific employee, that employee will be informed by the Board President before the meeting at which the issue may be discussed and will be asked if he or she wants the discussion to happen during open session instead of executive session. If the Grievance is not reviewed at the next regular meeting following receipt of the request to review, it will be deemed resolved and the decision or planned course of action articulated by the School Director will be final, unless or until there is a change in circumstances.
6. School Board's Decision – Any decision by the Board at the conclusion of considering a Grievance, or a decision not to review a Grievance, will be final and the matter will be considered resolved. Any future consideration of the matter will require a change in circumstances and the grievant will be required to initiate the process from the beginning. If there is not a change in circumstances,<sup>2,3</sup> any Grievance Form filed on a matter that is

resolved may be ignored or simply disposed of with a response from the School Director that the matter is deemed resolved.

Remember—it is always best to resolve problems right away. Little problems tend to turn into big problems; facts become confused; resentment and anger build up. It is always best to get things off your chest before they get out of hand.

### **Open Door Policy and Counseling**

If a problem or complaint is of a personal nature, or a very delicate matter, you may meet first with any member of HHA, including the Board of Directors, to discuss it. They will decide if you should first discuss the problem with your immediate supervisor. If so, you will be directed to use the Grievance Procedure. If the complaint, suggestion, or question is of such a nature that resolution would be hampered by the Grievance Procedure, the management person you contact will take the appropriate action.

### **Disciplinary Actions**

Written warnings will include the reasons for the supervisor's dissatisfaction and any supporting evidence. Disciplinary actions may also include fines, suspensions, or other measures deemed appropriate and necessary by HHA administrators or Governing Board.

## **3 . Compensation and Performance**

### **Wage and Salary Policies**

It is HHA's desire to pay wages and salaries that are competitive with other public schools in a way that will be motivational, fair and equitable, variable with individual and school performance, and in compliance with all applicable statutory requirements.

### **Individual Performance Review**

HHA aims to reward employees for exceptional performance. Each employee will have an annual performance review with his or her manager or supervisor. Should the school's budget and fiscal status allow it, HHA intends to adjust wages and salaries in accordance with each employee's performance.

### **Promotion Policy**

It is our policy to advise all employees about advancement opportunities by means of bulletin boards or other suitable methods. Please submit your request for consideration for a specific position directly to your supervisor.

Jobs will be awarded based on individual ability and past job performance. By utilizing all opportunities for education and performing your job excellently, you may become qualified to fill a position of greater skill, responsibility, and value at HHA. HHA will always continue to look outside the school for potential employees as well.

### **Payroll**

Employees of HHA are paid through the (*Designated Payroll Service Provide TBD*). Paychecks will reflect the employee's work hours, compute pay, deductions for federal, state and local income taxes, and any other adjustments as contained in applicable School policies.

### **Pay Period**

Our payroll period is on a monthly basis. Pay checks are issued to employees on the fourth Friday of each month.

### **Termination**

HHA requests that all employees terminating employment with HHA to provide ten business days' notice in writing to the Principal.

### **Time Cards/Records**

By law, HHA is obligated to keep accurate records of the time worked by "non-exempt" employees. This is done by either time clock cards or other written documentation. Your time card is the only way the payroll department knows how many hours you worked and how much to pay you. Your time card indicates when you arrived and when you departed. All employees are required to keep the office advised of their departures from and returns to the premises during the work day.

You are responsible for your time card. Remember to record your time. If you make an error on your card, your supervisor must make the correction, which you and your supervisor must then initial.

Non-exempt employees are not permitted to work beyond their scheduled, paid work hours without pre-approval from their supervisor.

No one may record hours worked on another's card. Tampering with another's time card is cause for disciplinary action, including possible dismissal, of both employees. Do not alter another person's record, or influence anyone else to alter your record for you. In the event of an error in recording your time, please report the matter to your manager immediately.

### **Performance Reviews for Academic Staff**

Evaluation of job performance is ongoing. Day-to-day interaction between you and your supervisor should give you a sense of how your supervisor perceives your performance.

During formal performance reviews, your supervisor will consider the following things, among others:

- Attendance, initiative, and effort
- Knowledge of your work
- Attitude and willingness to help and learn
- The quality of your work

The conditions under which you work

In addition to individual job performance reviews, HHA may periodically conduct a review of job descriptions to insure that we are fully aware of any changes in the duties and responsibilities of each position, and that such changes are recognized and adequately compensated.

### **Six Performance Areas for Teacher Performance Evaluation**

1. Content Knowledge
2. Designing, Planning, Documentation, and Assessment of Work
3. Pedagogy, Instruction, Delivery
4. Classroom Management
5. Student Performance
6. Supplemental Responsibilities

Following are some of the typical characteristics used to evaluate different levels of performance in the areas that HHA evaluates. These typical characteristics are not exhaustive or all encompassing. Evaluation of your performance represents the best judgment of your management, and may take other factors into account when evaluating your performance. HHA values sustained performance and strives to evaluate our employees on this basis. A teacher will receive a score ranging from 1 (low) to 4 (high) for each of the categories, then be placed into an overall performance level by the total score.

### **The Benefits Package**

Eligible employees of HHA shall be entitled to receive all voluntary and required fringe benefits, including but not limited to health, dental, and life insurance, as determined by the Heritage Heights Academy Board of Directors. These benefits will be purchased by HHA and administered through the School's Business Office. Employees who waive insurance have the option to receive a cash in lieu monthly payment that is 25% of the benefits offered. The cash in lieu paperwork must be filled out and on file in the office.

**School Holidays** Schools provides paid holidays for full-time salaried employees, and unpaid holidays for part-time and hourly employees. School observes the following paid holidays, which are also days on which the schools are closed to students:

- ☐ Martin Luther King Day
- ☐ Presidents' Day
- ☐ Memorial Day
- ☐ Labor Day
- ☐ Thanksgiving Day
- ☐ Friday After Thanksgiving Day

**School Vacations** School is closed to students during Summer Break (typically 3 weeks between June and August), Winter Holiday (typically 2 weeks during December and January), October Break (1 week) and Spring Break (typically 1 week in March).

The school calendar is announced before the start of each school year. School reserves the right to modify the school calendar at any time.

## **Leave of Absence Policy**

HHA employees are awarded the following leaves of absence.

### **Paid Time Off**

Licensed instructional staff will be given 10 days of Paid Time Off (“PTO”) per year.

**Use of any paid time off requires prior permission from the School Administrator. Failure to do so may result in unpaid days.**

### **Vacation Time**

Non-teaching staff members can take up to ten (10) days vacation time in the summer subject to administrative approval. Summer break at the end of the academic school year is vacation time for faculty. The academic calendar provided to you will show the days off for employees during winter break.

### **Professional Time**

Employee will be granted a limited number of days for professional reasons. Requests are made directly to the building Principal who will have discretion to authorize.

### **Jury Duty/Witness Leave**

Employee will be released for any required jury duty or witness process and will be paid the difference between their regular pay and all the monies paid to them by the court, for a maximum of five (5) working days. Employees who are required to serve for more than five (5) working days may take time off, without pay, for the balance of the time. Upon completion of jury duty, a Verification of Attendance Form must be presented to the Office Manager of HHA. Employees who are excused from jury duty for the day, or are excused early, should report to work when it is practical to do so. If an employee is called to serve on jury duty at a time that would unreasonably interfere with normal educational and business operations, he or she should request that the required service be rescheduled for a later date that would be less conflicting with your duties at HHA.

### **Bereavement Leave**

Employee is granted five (5) days in case of death of an immediate family member (spouse, partner, child, employee parent or spouse’s parent, employee or spouse/partner’s sibling, grandparent or spouse’s grandparent), or any other family member living in the employee’s

house. Employee may request to leave during a workday to attend funeral services for anyone, subject to the building Principal's approval.

### **Military Leave**

HHA complies with all applicable state and federal law concerning leave for military service.

### **Religious Observance**

HHA adheres to all state and federal law regarding religious observation and accommodation. Employee may request leave to participate in a religious observance or request an accommodation by making a written request to the building Principal for approval.

### **Unused "PTO" Days**

Any unused PTO days may be reimbursed; accumulated (i.e. carried over) for future use; or some combination, from year to year, in accordance with this policy. If an employee has unused PTO days, then before June 1 of each year the employee must submit written notification to the school administration requesting either a reimbursement for the unused PTO days, to accumulate the unused days for use in the future, or some combination. If no notification is received then the days will be accumulated, up to the allowable maximum amount of 20 days. Unused PTO days will be reimbursed at the rate of \$50 per day, and a maximum of 5 unused PTO days can be reimbursed per year. Unused PTO days can be accumulated and carried over by an employee in an amount not to exceed 20 PTO days total at the end of any fiscal year.

Any requests for reimbursement are subject to the availability of funds, and reimbursement requests may be denied if the employer determines, in its sole discretion, that adequate funds are not available. If the employer denies one request for reimbursement, it must deny all requests for that year. If reimbursement requests are denied, employees can still accumulate any unused PTO days up to the maximum allowable amount.

### **Family and Medical Leave Act**

HHA complies with all federal regulations regarding the Family and Medical Leave Act (FMLA). This policy is intended to outline the general procedure and guidelines for obtaining unpaid leave under FMLA for certain specified family and medical purposes. If you have questions regarding this policy, please contact the HHA office manager.

Employees may be eligible for FMLA if: (a) the employee has been employed by HHA for at least 12 months preceding the commencement of a leave of absence which need not be consecutive, but employment prior to a seven year or more gap in employment is not counted towards eligibility period); and (b) the employee has worked more than 1,250 hours during the 12 months immediately preceding the date the leave is sought.

### **Requirements for Leave:**

An eligible employee may request a leave of up to 12 weeks within a 12-month period for one or more of the following reasons:

- Medical Leave: Employee is unable to perform the functions of his or her position due to a serious health condition.

- 29 -

- 29 -

- Family Leave: Employee's incapacity due to pregnancy, prenatal medical care or child birth; to care for the employee's child after birth, or placement in adoption or foster care, if within twelve (12) months following birth, adoption or placement in foster care; or to care for a spouse, child (under 18 years old or disabled), or parent of the employee who has a serious health condition.
- Service member Leave: to care for a covered service member\*; or for certain qualifying exigencies related to a spouse, child or parent who is on covered active duty or call to covered active duty in the Armed Forces. Qualifying exigencies may include, for example, attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

\* Eligible employees who take FMLA leave to care for a covered service member are entitled to up to 26 weeks of leave during a single 12-month period.

A serious health condition is any illness, injury, impairment, or physical or mental condition that involves:

1. Inpatient care in a medical care facility and any resulting period of incapability and continuing treatment; or

2. Continuing treatment by a healthcare provider that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Examples may include:

- a. any incapability that requires an absence from daily activities for more than three consecutive calendar days for which the individual receives treatment from a healthcare provider on at least two occasions on one occasion followed by a regimen of continuing treatment under the supervision of a healthcare provider;
- b. any period of incapability due to pregnancy or prenatal care;
- c. any period of incapability due to a chronic serious condition
- d. any period of incapability due to a permanent or long-term condition for which treatment may not be effective;
- e. any period of absence to receive multiple treatments by a healthcare provider.

*A covered service member is:* (a) a member of the Armed Forces who has a serious injury or illness that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list; or (b) a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. Armed Forces includes the National Guard and Reserves.

*A serious injury or illness means:* (a) in the case of a member of the Armed Forces, an injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty in the Armed Forces and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and (b) in the case of a veteran who was a member of the Armed Forces at any time during the 5 years preceding the date on which the veteran undergoes medical treatment, recuperation, or therapy, a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

### **Procedures for Leave**

If the necessity for leave is foreseeable, an employee must request the leave in writing at least 30 days in advance. In any case, notice is required as soon as practicable. If the leave is foreseeable based on a planned medical need, an employee must make a reasonable effort to schedule treatment so as not to unduly disrupt job performance and must follow the procedures for planned absences.

An employee requesting leave must provide appropriate documentation, sufficient for HHA to verify qualifying reasons for the leave, and the anticipated timing and duration of the leave. Any request for leave based on a serious health condition, whether it involves the employee or a family member, must be made in a timely manner and supported by appropriate medical certification. Documentation and verification confirming family relationship, adoption, or foster care may also be required.

If the leave stems from an employee's health condition, the medical certificate must specify that the employee is unable to perform the functions of his or her job, and must state the duration of such a work restriction. For a leave stemming from the health condition of a family member, the medical statement must specify that the employee is needed to care for the family member. In all cases of leave for a serious health condition, HHA reserves the right to request a second medical opinion at HHA' discretion and expense.

### **Length of Leave**

Each eligible employee may be granted an unpaid FMLA leave period up to 12 work weeks during a 12-month period. HHA uses a "rolling" 12-month period measured backward from the date an employee commences the FMLA leave. If both spouses work for HHA, the spouses are limited to 12 weeks of leave in total during this 12-month period if the leave is for the birth, adoption or foster placement of a child or to care for a sick parent.

Employees must use all paid or unpaid leave, other than sick leave, to which they are otherwise entitled, when taking leave for any of the reasons allowed under FMLA as stated above. Unused sick leave, if applicable, must be used as part of FMLA leave for the serious health condition of the employee or the employee's spouse, child, or parent. Use of such paid or unpaid time off reduces the eligibility period for FMLA leave on a day-for-day basis. Vacation, holidays, and sick leave will not accrue during unpaid FMLA leave.

### **Intermittent Leave**

Leave may be taken intermittently or on a reduced leave schedule under the following circumstances:

1. For the birth of a child or for placement of an adopted or foster care child, provided HHA agrees;
2. When medically necessary for treatment of, or recovery from, a serious health condition;
3. To provide care or comfort to an immediate family member with a serious health condition;
4. For periodic treatment of a serious health condition.

Employees must make reasonable efforts to schedule intermittent leave for planned medical treatment so as not to unduly disrupt student instructional time.

Employees may be required to transfer during the period of intermittent or reduced leave to a position, equivalent in pay and benefits, which better accommodates recurring periods of leave. Upon conclusion of the need for intermittent or reduced hour leave, employees will be returned to their original positions or a position equivalent in pay, benefits and other terms and conditions of employment.

### **Benefits During Leave**

An employee on leave of absence under FMLA will be retained on HHA' medical and dental insurance plan for the duration of the leave. The employee must make arrangements with the administration for payment of spouse/domestic partner/dependent premiums, if applicable.

In the event that an employee fails to return from FMLA leave, the employee will be liable for the premiums paid by the employer to maintain insurance coverage unless: (1) the employee's failure to return to work stems from the continuation, recurrence, or onset of a serious health condition of

the employee or a family member, or (2) the failure to return stems from circumstances beyond the control of the employee.

### **Maternity/Paternity and Adoption Leave**

Employees may take up to 6 weeks (at one time) for the birth or adoption of a child. Employees are responsible for paying the daily cost of a long-term substitute and will receive the balance of the employee's salary. The employee must use any accrued personal leave days prior to beginning the counting of days for the 6 week leave. Employees electing to take leave under this policy will have their leave run concurrent with any FMLA leave for the birth or adoption of a child.

### **Paternity Leave**

(5) days of paternity leave may be taken from accumulated sick leave days, not contiguous with holidays, or use of sick days for personal reasons.

### **The following general provisions apply to all leave of absences:**

1. A request for an extension of a leave of absence must be made in writing three working days prior to the expiration date of the original leave, and when appropriate, must be accompanied by a physician's written statement that certifies the need for the extension.
2. Failure to return to work on the first work day following the expiration of an approved leave of absence may be considered a voluntary termination.
3. Coverage under the school's group insurance plan will continue on the following basis:
  - For the first 30 days of an approved leave of absence, HHA will continue to contribute to premiums as if the employee was actively at work.
  - Employees will be required to pay the entire premium for continued coverage during the portion of an approved leave of absence in excess of 30 days.
  - Employees must make arrangements with HHA to pre-pay their share of group insurance premiums before going on a leave of absence.
4. Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.

5. Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
6. Employees on leave of absence must communicate with HHA on a regular basis, at least once each month, regarding their status and anticipated return to work date.
7. Employees on leave of absence who seek or accept other employment without HHA's prior written approval will be subject to disciplinary action up to and including possible termination.
8. Employees who falsify the reason for the leave of absence will be subject to disciplinary action, up to and including possible termination.
9. All leave of absences must be approved in advance, in writing, and given to the Administration, unless specified otherwise.
10. All leave of absences will be considered on an individual basis and acted on accordingly.

Amended 12.3.2011

**2017-18 Employee Statement of Acknowledgment**

This is to acknowledge that I have received a copy of the HHA Employee Manual and that I understand HHA is an at-will employer. I understand that this manual provides guidelines and summary information about the school's personnel, policies, procedures, benefits, and rules of conduct. I also understand that it is my responsibility to read, understand, become familiar with, and comply with the standards that have been established. I further understand that HHA reserves the right to modify, supplement, rescind, or revise any provision, benefit, or policy from time to time, with or without notice, as it deems necessary or appropriate.

By signing below, I confirm that I have read and understand the information in the Staff Handbook. I further understand and agree that my employment with HHA is at-will and therefore HHA or I may terminate the employment relationship at any time, for any reason, with or without notice.

\_\_\_\_\_  
Employee's Name (Please Print)

\_\_\_\_\_  
Employee's Signature

\_\_\_\_\_  
Date

