



# **The New America School School Employee Handbook**

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EMPLOYMENT WITH THE NEW AMERICA SCHOOL IS AT-WILL. EITHER THE EMPLOYEE OR MANAGEMENT HAS THE RIGHT TO TERMINATE THE EMPLOYMENT AT ANY TIME, FOR ANY REASON OR NO REASON.

THE LANGUAGE USED IN THIS HANDBOOK AND ANY VERBAL STATEMENTS BY MANAGEMENT ARE NOT INTENDED TO CONSTITUTE A CONTRACT OF EMPLOYMENT, EITHER EXPRESS OR IMPLIED, NOR IS THERE A GUARANTEE OF EMPLOYMENT FOR ANY SPECIFIC DURATION.

NO REPRESENTATIVE OF THE NEW AMERICA SCHOOL, OTHER THAN THE SUPERINTENDENT OF THE ORGANIZATION, HAS AUTHORITY TO ENTER INTO AN AGREEMENT OF EMPLOYMENT FOR ANY SPECIFIED PERIOD AND SUCH AGREEMENT MUST BE IN WRITING, SIGNED BY THE SUPERINTENDENT AND THE EMPLOYEE.

THE CONTENTS OF THIS HANDBOOK ARE SUMMARY GUIDELINES FOR EMPLOYEES AND THEREFORE ARE NOT ALL INCLUSIVE. THIS HANDBOOK SUPERSEDES ALL PREVIOUSLY ISSUED EDITIONS. EXCEPT FOR THE AT-WILL NATURE OF THE EMPLOYMENT, THE ORGANIZATION RESERVES THE RIGHT TO SUSPEND, TERMINATE, INTERPRET OR CHANGE ANY OR ALL OF THE GUIDELINES MENTIONED, ALONG WITH ANY OTHER PROCEDURES, PRACTICES, BENEFITS OR OTHER PROGRAMS OF THE NEW AMERICA SCHOOL. THESE CHANGES MAY OCCUR AT ANY TIME, WITH OR WITHOUT NOTICE.

THIS DOCUMENT CONTAINS INFORMATION THAT IS RELEVANT TO/WITH ALL PARTIES, ORGANIZATIONS, COMPANIES AND PROGRAMS ASSOCIATED WITH THE NEW AMERICA SCHOOL IN SITUATIONS OF EMPLOYMENT.

## The New America School Mission Statement:

**To empower new immigrants and English Language Learners with the educational tools and support they need to maximize their potential, succeed and live their American Dream.**

You are a very important part of the New America School because, no matter what your job is, others will depend on you. And the better we work together, the more we may progress together.

This handbook is your personal copy to help you get answers when you have questions about The New America School.

This handbook probably won't answer every question. So, when you can't find the answers in this book, please consider your supervisor as your prime source for information about The New America School and your position here with us.

As a member of our team, you are a part of an organization well known for promoting educational opportunities to an underserved and very important group of students in Colorado. We are very proud of our programs and our history of success in the community. We are confident you can help continue to build on our flourishing reputation.

That's why we are glad to have you with us.

Regards,

Dominic DiFelice, Superintendent

The New America School

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**ACKNOWLEDGEMENT OF RECEIPT**

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## **EMPLOYEE CONDUCT:**

### **Introduction**

The New America School (NAS) is dedicated to the principles of equal employment opportunity. We prohibit unlawful discrimination against applicants or employees on the basis of age, race, gender, pregnancy, color, religion, national origin, disability, genetic information, veteran status, sexual orientation or on any other basis that would be in violation of any applicable federal, state or local law.

### **ADA and Religious Accommodation**

NAS will make reasonable accommodation for qualified individuals with known or perceived disabilities and employees whose work requirements interfere with a religious belief, unless doing so would result in an undue hardship or a direct threat to NAS. Employees needing or requesting such accommodation are instructed to contact management or human resources immediately.

### **Unlawful Harassment**

Unlawful harassment includes verbal or physical conduct that has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment. Actions based on an individual's age, race, sex, color, religion, national origin, disability, genetic information, or any other applicable status protected by federal, state or local law will not be tolerated. Prohibited behavior may include, but is not limited to, the following:

- Written form such as cartoons, e-mail, posters, drawings, or photographs.
- Verbal conduct such as epithets, derogatory comments, slurs, or jokes, foul or obscene language of a sexual nature, or repeated unwanted requests for dates.
- Physical conduct such as assault or other unwelcome touching, grabbing, fondling, brushing up against another's body or blocking an individual's movements.

### **Sexual Harassment**

Because sexual harassment raises issues that are to some extent unique in comparison to other harassment, NAS believes it warrants separate emphasis.

NAS prohibits sexual harassment and inappropriate sexual conduct. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- Submission to such conduct is made explicitly or implicitly a term or condition of employment.
- Submission to or rejection of such conduct is used as the basis for decisions affecting an individual's employment.
- Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

## **Complaint Procedure**

All employees are expected to conduct themselves in a professional and businesslike manner at all times. However, if an employee feels he/she has been subjected to any form of harassment and/or discrimination based upon the protected classes outlined above, the employee should report the incident to any Principal, the Superintendent, the Chief of Business Operations or Human Resources within **three calendar days** of the offense. Employees are not required to approach the person who is harassing and/or discriminating against them.

NAS will conduct its investigation in as confidential a manner as possible. Interviews, allegations, statements and identities will be kept as confidential as is reasonably practicable, however, NAS will not allow the goal of confidentiality to be a deterrent to an effective investigation. A timely resolution of each complaint will be reached and communicated to the employee. Appropriate corrective action will be taken against any employee found to have been engaging in discrimination and/or harassment.

NAS also prohibits retaliation against an employee who, in good faith, reported harassment under this policy or for assisting in a complaint investigation. If an employee feels he/she has been subjected to any form of retaliation for making a complaint or for his/her participation in an investigation, the employee should report that conduct to his/her Principal, the Superintendent, the Chief of Business Operations, or Human Resources within three days of the offense. Employees are not required to approach the person who they believe is retaliating against them.

## **Anti-Violence**

The safety and security of all employees and students is of primary importance to NAS. Prohibited behavior includes, but is not limited to: intimidating, stalking, threatening or hostile behaviors; physical/verbal abuse; vandalism; arson; sabotage; use of weapons; carrying weapons onto our premises; or any other act, which in management's opinion, is inappropriate to the workplace.

All employees are responsible for notifying their Principal, the Superintendent or Human Resources immediately of any threats that they witness or receive or that they are told another person witnessed or received. Even without a specific threat, all employees should report any behavior they have witnessed that they regard as potentially threatening or violent or that could endanger the health and safety of an employee or student when that behavior has been carried out on NAS premises or its vicinity. Complaints will receive prompt attention and the situation will be investigated. Following investigation, action will be taken which management believes is appropriate. Violations of this policy will lead to corrective action up to and including termination and/or referral to appropriate law enforcement agencies for arrest and prosecution. NAS reserves the right to take any necessary legal action to protect its employees and its students. **Employees should directly and immediately contact law enforcement personnel if they believe there is an imminent threat to the safety and health of employees or property.**

If there is reasonable suspicion that an employee has engaged in conduct listed above, NAS reserves the right to conduct, without notice, searches and inspections of employees, employees' personal belongings or employer-provided materials/equipment. This includes, but is not limited to such things as vehicles, purses, bags, backpacks, lunch containers, lockers, desks, personal computer files and file drawers.

### **Prohibited Contact with Students**

Employees of NAS are prohibited from contacting students outside of school for any purpose other than legitimate school-related business. Teacher-student and Employee-student relationships of a sexual or romantic nature are strictly prohibited and will result in immediate dismissal and, where appropriate, reporting to law enforcement authorities. Inappropriate behavior regarding communications with students will not be tolerated, including contacting students via telephone, text-messaging, email, instant-messaging, social networking websites, or in-person meetings.

### **Social Networking Policy**

In addition to the prohibited contacts listed above, employees of NAS, including teachers, are prohibited from communicating with students via any **personal** social networking site, including but not limited to, Facebook, MySpace, Twitter, GChat, or Google+. Such prohibited conduct includes "friending"/accepting friend requests from students and "following" any student on Twitter. Employees may maintain **PUBLIC** Facebook pages or websites for NAS students, as long as such pages or websites do not allow any private messages to be sent or received. NAS must have access to the username and password to any public page or website at all times. Any public Facebook page or website must be approved by NAS before it may be implemented. Employees who maintain any NAS-approved Facebook page or website should have no expectation of privacy in such page or website, including, but not limited to anything posted on or sent through such page.

### **General Problem Solving (for harassment and/or discrimination complaints; see Unlawful Harassment section at pages 1-2 for those procedures)**

Employees who disagree with or are dissatisfied with an NAS practice should promptly discuss the matter with their Principal. This discussion should be held within 3-5 days from when such disagreement or dissatisfaction arises, or as soon thereafter as possible. Discussions held in a timely manner will enhance NAS's ability to address any such concerns. The majority of misunderstandings can be resolved at this level.

If the solution offered by an employee's supervisor is not satisfactory, or if it is inappropriate to go to the supervisor, then employees are encouraged to take the problem to Human Resources. If the problem still cannot be resolved, employees may submit a written complaint or explanation of the problem or concern to the Superintendent or Chief of Business Operations for review and final decision. See also **Appendix A Complaint Procedure**.

## **GENERAL EMPLOYEE INFORMATION**

### **Hours of Work**

NAS is normally open for business Monday through Thursday, from 7:30 a.m. to 10:00 p.m. The school offices will be open Fridays through the October count and one week after the count. Starting two weeks after the October count, the offices will be open on Fridays from 8:00 a.m. to 12:00 p.m. Starting and ending times of your shift may change from time to time according to the needs of NAS or program that you work with.

Principals, assistant principals, dean of students, office staff and full-time campus security monitors are required to work 40 hours per week.

Teachers will have the following bell schedule for the school year:

- 1450 minutes per week (+/- 50 minutes)
- 60 minutes per day of prep time
- 30 minutes for lunch
- Teachers arrive 15 minutes before and 15 minutes after the completion of their bell schedule.
- The bell schedule provides the opportunity for students to have 1080 hours of instruction
- Classes are scheduled to provide 720 hours of FTE status
- For the 148 instructional days, the Teacher's workday is 8.5 hours
- For the remaining 18 days (2 Parent-Teacher Conferences, 11 for Friday In-Service, and 5 for pre-school workdays/prep), the Teacher's workday is 7 hours. This generates an average workday of 8.33 hours and a total of 1384 hours per year.

Counselors will have the following schedule for the school year:

- Counselors will work 8.5 hours per day during the 148 student contact days and the 13 pre-school/end of school days.
- 30 minutes for lunch
- Counselors are to arrive 15 minutes before and 15 minutes after the completion of their bell schedule.
- For the remaining 13 days (2 Parent-Teacher Conferences and 11 for Friday In-Service), the counselor's workday is 7 hours. This generates an average workday of 8.33 hours and a total of 1459.5 hours per year.

See **Appendix B – NAS Calendars Metro Calendar.**

### **Holidays**

All employees are not required to work on the following holidays:

- New Year's Day
- Martin Luther King Jr. Day
- President's Day

- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Day

### **Principal and Assistant Principal Qualifications**

All principals and assistant principals are required to meet the following qualifications to be employed with NAS:

- All new administrators must have principal certification
- All newly appointed administrators currently with NAS without certification will be given 2 years from their hire date to obtain principal certification

### **Counselor Qualifications**

All counselors are required to meet the following qualifications to be employed with NAS:

- All counselors will be required to have professional services qualifications; they do not need to have a teaching certificate.

### **Teacher Qualifications**

All teachers are required to meet the following qualifications to be employed with NAS:

- All teachers must be highly qualified as defined by the NCLB.
- All new non-licensed teachers will be given 2 years from their hire date to obtain a state teaching license.
- All non-licensed teachers must have their statement of eligibility from CDE until they have received their license.

### **Alternative Teacher Licensing Program**

The Alternative Teacher Licensing Program is for prospective teachers who hold a Bachelor's degree or higher and want to obtain a teaching license but have not completed an approved preparation program. Qualified employees must complete the following procedures:

- Apply with the Colorado Department of Education for an Alternative Teaching License (for more information, visit [www.cde.state.co.us/index\\_license.htm](http://www.cde.state.co.us/index_license.htm)).
- After application approval, a Statement of Eligibility will be issued.
- Next, elect an approved designated agency, alternative preparation program.

Employees who participate in alternative teacher licensing will be employed full-time while they receive instruction. After successful completion of the Alternative Teaching Program, employees may apply for an initial Colorado Teacher's License. Such employees then have two years to complete Colorado teacher-licensing requirements.

## ESL Requirements

All teachers must be endorsed in ESL. Once a teacher is licensed, they must provide documentation that they are working towards their ESL endorsement. Preferably, ESL endorsement should be obtained within two years of the hire date, but must be obtained no longer than 3 years from date of hire.

**It is the employee's responsibility to either obtain or maintain the appropriate licensure for their individual position. Failure to do so may result in termination due to the CDE regulations.**

## Employee Status

For administrative purposes, NAS classifies employees as follows:

Full-time Employee – 12 months	Normally scheduled to work 40 hours per week. This includes Principals, Assistant Principals, Deans, Drop-out Interventionist, Office Managers, Lead Secretaries and Office Staff
Full-time Employee – 11 months	Normally scheduled to work 34 hours per week. This includes Teachers, Counselors and Staff on Special Assignment
Full-time Employee, 11 months	Normally scheduled to work 40 hours per week. This includes campus security monitors
Part-time Employee	Normally scheduled to work less than 40 hours per week.
Temporary Employees	Employees hired to work on special projects.
Long-Term Substitutes	Any substitute that is employed for an employee's pre-approved unpaid leave will automatically be classified as a long-term substitute. Any substitute that is employed as a substitute for the same teacher for two weeks or longer will be classified as a long-term substitute after the second week.

## EMPLOYEE COMPENSATION

### Excess Time Worked

No employee may work any time in excess of the hours expressly approved for his or her position, including any overtime, unless such employee has obtained prior **written** approval from the Chief of Business Operations or the Superintendent.

### Overtime

From time to time, NAS supervisors may require non-exempt employees to work overtime. In these instances, management will attempt to provide you with as much advance notice as practical. Any other overtime hours must be scheduled and approved by the Superintendent or their designee in advance.

All non-exempt employees are eligible for overtime pay. Non-exempt employees who qualify for overtime will be paid at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per workweek, in accordance with the law. The established workweek begins at 12:01 a.m. on Sunday and ends at 12:00 midnight on Saturday. For purposes of calculating overtime payments, only hours actually worked are counted. Consequently, hours paid but not worked, e.g., vacation and sick are not counted.

### **Paydays**

NAS works with Paychex to administer all paychecks to employees. Pay dates are the last working day of each month. The pay period is the 23<sup>rd</sup> to the 22<sup>nd</sup> of the following month. Paydays are generally the last day of the month. For example, for the month of February, employees will be paid for work completed January 23<sup>rd</sup> through February 22<sup>nd</sup> on February 28<sup>th</sup>. If a payday falls on a Saturday or Sunday, checks will be deposited on the Friday before.

### **Teacher & Counselor Salary Apportionment**

Teacher and Counselor annual compensation (base pay, stipends, etc.) is divided by 12 months (Aug-July) and paid in twelve equal installments. For teachers and counselors who are paid a salary based on any time shorter than twelve months, such salary amounts are prorated by remaining pay periods in the school year.

### **Time Sheets**

All non-exempt employees must complete NAS timesheets which serve as the basis for calculating pay and tracking employee use of vacation/discretionary time off. See your supervisor or Human Resources for instructions on completing time sheets.

Time sheets are due into the payroll office no later than the **23<sup>rd</sup> of each month**. Time sheets must be approved by the employee's supervisor. Employees should review their pay information monthly to ensure accuracy. **Time sheets that are not turned in by the 23<sup>rd</sup> may result in a delay of payment for those hours until the next pay period.**

Exempt employees do not need to fill out a timesheet, unless such employee is absent from work during any pay period, as described under the Hourly Payment Policy for Salaried, Full-Time Employees (see below).

### **Hourly Payment Policy for Salaried, Full-Time Employees**

Salaried employees who are absent from work during any pay period for one or more full days for personal reasons will be paid their regular hourly rate only for hours actually worked for such pay period. Such pay will be calculated by taking such employee's annual salary and dividing it by 2080 hours. When any employee (exempt as well as non-exempt) works less than a full pay period as described above, such employee is required to complete an NAS timesheet and follow the procedures outlined above.

### **Direct Deposit**

NAS offers direct deposit for all employees, and strongly encourages all employees to take advantage of direct deposit. By enrolling in direct deposit, problems with employees receiving their checks while out on break, leave, vacation, during inclement weather, etc. will be alleviated. If any employee chooses not to enroll in direct deposit, it will be the employee's responsibility to pick up his or her paycheck. If the school is closed for any reason, the check will then be mailed to such employee's address of record. Any costs associated with replacement of lost or misplaced checks, including, but not limited to, costs for cancellation and reissuance, will be the employee's responsibility. See **Appendix C – Direct Deposit form.**

### **Salary Cap**

NAS will cap all new teachers' salaries at a step 7 for teaching experience. For hard to fill areas of emphasis (i.e. math and science), the salary cap for new hires will be step 9. Hiring above a step 7 must be approved by the Chief of Business Operations. Any educational credit over and above a B.A. or M.A. will be given after review of transcripts by the Human Resources department and the Chief of Business Operations. Credits must meet the needs of NAS in order for an employee to be considered for change in salary level. See **Appendix D - 2010-2011 Salary Schedules.**

### **Transcripts**

If you have taken or are taking courses post-Bachelor's Degree, please turn in transcripts by September 15 for full year credit. If you are taking courses in the fall, please turn in transcripts by February 15 of the next year for an appropriate salary adjustment beginning in February through July.

### **Employee Loans/Advances**

NAS, at the discretion of the Chief of Business Operations, does permit pay advances for new teachers and new staff. Personal loans are not extended.

### **Social Security/Public Employees Retirement Association (PERA)**

Each pay period a portion of your salary along with a contribution provided by NAS is set aside for PERA benefits. This program is intended to provide you and your family with security for retirement benefits, disability payments, financial assistance for dependents or disabled persons, lump sum death payments, Medicare and survivor's benefits. Specific information about personal or family situations is available through your local office of the Social Security Administration or your PERA office. See **Appendix E - PERA forms - Appendix F - SSA forms.**

Employees of NAS may also participate in a PERA 401(k) plan. See Human Resources for more information

## **Garnishments**

If NAS receives a court or government ordered garnishment, NAS will comply. By court action, a creditor can require NAS to withhold a certain amount/percentage of the employee's pay. If garnishments or similar proceedings are instituted against an employee, NAS will deduct the required amount from the employee's paycheck. Garnishment actions are conducted in compliance with appropriate federal and state laws. NAS will charge the maximum allowable administration fee based on the current governmental fee.

## **TRAVEL AND EXPENSES**

### **Expense Reports**

Please use the proper expense report form given to you by your supervisor. Expense reports must be turned in on a monthly basis. Any reimbursements turned in after 60 days of the occurrence will not be paid. Expense reports/credit card reports without proper documentation are not accepted as complete. You are required to show proof of purchase with a full receipt along with all expense reports. See **Appendix G - the NAS Expense form.**

### **Business Travel**

Employees who must travel for business purposes are reimbursed for travel expenses, lodging and meals. Employees are not reimbursed for alcoholic beverages. The U.S. General Services Administration (GSA) normal rates and charges for a particular geographic area prevail when auditing travel vouchers. Employees are reimbursed for the coach fare when travel is by common carrier. See **Appendix G - U.S. General Services Administration Per Diem Rates.** Travel advances may be approved when it is expected an employee may be incurring significant cash expenses. An accounting of the travel advance, with original receipts must be submitted to the accounting office within one week of an employee's return.

Employees authorized to travel by personal car for business purposes are normally reimbursed at the Internal Revenue Service's allowable rate per mile. Tolls and parking fees are also reimbursable. Employees are responsible for moving violations incurred while they are driving an NAS-owned vehicle or personal vehicle for business. Parking violations are also the employee's responsibility.

If you are involved in an accident while on business travel, immediately report the accident to your supervisor. If you use a vehicle owned, leased or rented by New America, you may not use that vehicle for personal reasons without advance approval.

Employees whose travels plans have been approved are responsible for making their own travel arrangements. Employees utilizing flight travel must keep all boarding passes for documentation and as additional receipt of travel.

Employees should contact their supervisor for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

All business travel **must** be approved in advance by the Superintendent or their designee. All travel advances must be approved by the Superintendent.

## **LEAVES OF ABSENCE**

### **Bereavement Leave**

Upon the death of a member of an employee's immediate family, the employee may arrange through his/her supervisor for compassionate leave. All employees are eligible to receive up to three (3) days of bereavement leave with pay per occurrence.

Immediate family includes mother, father, mother-in-law, father-in-law, spouse, child, stepchild, brother, sister and grandparents. Also, this leave is granted in the event of an employee's or spouse's miscarriage.

### **Family Medical Leave Act (FMLA)**

NAS provides up to 12 weeks (or in the case of care for a covered service member, 26 weeks) of unpaid, job –protected leave to eligible employees. Employees are eligible for FMLA leave if they have worked for NAS for at least 12 months, and for 1,250 hours over the previous 12 months.

#### *General Leave Under the FMLA*

Eligible employees may use any or all of their 12 week leave entitlement for the following reasons:

- Incapacity due to pregnancy, prenatal medical care of child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition;
- Serious health condition that makes the employee unable to perform the employee's job.

#### *Military Family Leave Entitlements under the FMLA*

Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use any or all of their 12 week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include 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 may take up to 26 weeks of leave (or 12 more weeks, if such employee has already exhausted his/her permitted leave as provided above) to care for a covered service member during a single 12 month period. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty. The injury or illness must make 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.

#### *How “Calendar Year” is Measured*

Eligible employees are only entitled to a total of 12 weeks (or 26 weeks to care for covered service members) per one calendar year. The calendar year is measured from the first day such employee takes any FMLA leave and runs for a 12 month period.

#### *Definition of Serious Health Condition*

A serious health condition includes, but may not necessarily be limited to, any illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee for performing the functions of the employee’s job, or prevents a qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity or more than 3 consecutive full calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

#### *Benefits and Protections*

During FMLA leave, NAS maintains the employee’s health coverage under any group health plan on the same terms as if the employee had continued to work. Employees must continue to pay their portion of any insurance premium while on leave. If the employee is able but does not return to work after the expiration of the leave, the employee will be required to reimburse NAS payment of insurance premiums during leave. Upon return from FMLA leave, employees will be restored to their same or similar positions with equivalent pay, benefits, and other employment terms. (Note: If an employee is determined to be a “key employee” at the time the employee requests leave, such employee may have limited reinstatement rights. If such determination is made, the employee will be notified in writing that he or she is considered a “key employee” under the FLMA.)

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave. As with other types of unpaid leave, paid leave will not accrue during FMLA leave.

#### *Use of Leave/Total Leave Permitted*

A qualified employee does not need to use his or her leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule, when medically necessary under the law. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt NAS operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Employees taking intermittent or reduced schedule leave based on planned medical treatment and those taking intermittent or reduced schedule family leave with NAS agreement, may be required to temporarily transfer to another job with equivalent pay and benefits that better accommodates the type of leave.

NAS requires employees to use accrued discretionary, vacation and sick leave while taking FMLA leave. Once an employee is out of paid leave, the remainder of leave is unpaid. Worker's compensation runs concurrently with FMLA.

Employees should always keep in mind that any time they take FMLA leave for any qualifying reason, such leave counts against the 12 week (or 26 week) allowable leave time.

#### *Employee Responsibilities*

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide a notice as soon as practicable and generally must comply with NAS normal call-in procedures.

Employees must provide sufficient information for NAS to determine if the leave requested falls within FMLA leave and to determine the anticipated timing and duration of the leave. Sufficient information may include proof that the employee is unable to perform job functions; the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees must inform NAS if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Employees also may be required to provide a certification and period recertification supporting the need for leave. NAS may require second and third medical opinions at NAS's expense. Documentation confirming family relationship, adoption or foster care may be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with NAS attendance guidelines. Employees on leave must contact Human Resources at least two days before their first day of return.

### *NAS Responsibilities*

NAS will inform employees requesting leave whether they are eligible for FMLA leave. If they are, the notice will specify any additional information required including the amount of leave counted against the employee's leave entitlement, as well as the employee's rights and responsibilities. If an employee is not eligible for FMLA leave, NAS will provide a reason for the ineligibility.

Furthermore, NAS may not:

- Interfere with, restrain or deny the exercise of any right provided under the FMLA
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA

### *FMLA Forms*

Employees who are taking FMLA leave are required to fill out forms. Please see Human Resources for the current versions of all necessary forms.

See **Appendix H – FMLA** for further information on FMLA leave

### **Domestic Abuse Leave**

Employees subject to domestic abuse may be eligible for a leave of absence. Leave time can be up to three working days in a 12 month period. Employees must exhaust any available sick, discretionary and/or vacation time before the leave will be granted. Domestic Abuse Leave is unpaid. Employees must be working full-time and have been employed for 12 months. See Human Resources for more information.

### **Parental Leave (non-FMLA)**

Employees may request to take up to 18 hours of leave time to attend a child's school activities during a regular school year. Employees must provide notice to management at least one week in advance of needing to take parental leave. Employees must exhaust any available sick, discretionary and/or vacation time before the leave will be granted. Otherwise, parental leave will be unpaid. Management may request verification of the activity. See Human Resources for more information.

### **Military Leave**

New America School will abide by all the provisions of the Uniformed Services Employment and Re-Employment Rights Act (USERRA) and will grant military leave to all eligible employees. Military leave may be granted to employees for a period of a time period of five years (or any other time period required under USERRA) necessitated by military service. Leave may be granted consecutively or intermittently, as long as it is necessitated by military service.

As with any leave of absence, employees must provide advance notice to their supervisor of their intent to take a military leave and must provide appropriate documentation unless giving such notice is impossible, unreasonable, or precluded by military necessity.

An employee's salary will not continue during a military leave unless required by law. However, employees may request to use any vacation or personal leave time accrued during military leave. Benefit coverage will continue for 31 days as long as employees pay their normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits under COBRA and will be required to pay 102 percent of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for employment within 90 days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

If employees were participants in NAS's 401(k) at the time they left for military duty, they will be permitted to make additional contributions to the plan. Employees may initiate these additional payments as of their reemployment date and continue them for the period of time permitted by law.

If required under Colorado or federal law, employees will be granted time off for military training.

Employees may elect to have their military leave period considered as vacation time to the extent they have such time available.

#### **Medical Leave (for Employees Not Eligible for FMLA)**

NAS may approve a medical leave of absence for an employee who is not eligible for FMLA. Management reserves the right to deny any request for non-FMLA leave in its sole discretion. The employee must be a full-time employee and provide adequate medical certification (when required by management) documenting the need for leave and the expected duration of leave. Generally, leaves may not exceed six weeks. All vacation or discretionary time as well as sick leave must be used prior to being placed on leave. Employees are required to notify management as soon as possible of the need for medical leave. An employee ready to return from leave must present a doctor's statement indicating ability to return to work that is acceptable to management. Employees who fail to return at the expiration of their authorized leave may be terminated. NAS may reinstate an employee ready to return from a medical leave of absence when, in the opinion of management, it is practical to do so. NAS does **not** guarantee reinstatement of an employee to his or her former job. When the employee is available to return to work, the employee is free to apply for any vacancy available and may be considered along with other applicants.

**For more information regarding leaves of absence, please see Human Resources.**

## **MISCELLANEOUS TIME OFF**

### **Jury & Witness Duty**

Any employee summoned to jury duty is entitled to time off for the entirety of their service. Employees summoned to jury duty will receive regular pay for up to a maximum of 15 working days per calendar year. Any time off for jury duty over 15 working days will be unpaid. Employees are also permitted to retain the allowance they receive from the court for such service. When an employee is excused from jury duty during regular work hours, he or she should report to work promptly.

If an employee is summoned to appear in court as a witness, he or she is granted unpaid time off.

### **Time off for Voting**

Management encourages employees to vote and may, where necessary and reasonable to do so, allow up to 2 hours prior to the start of work or at the end of an employee's work-day to do so. This request must be made to the principal of the employee's school at least two weeks prior to voting day.

### **Inclement Weather**

In the event of inclement weather, the decision to close the school will be the decision of the Superintendent or Chief of Business Operations. The schools will only be closed if the sponsoring district is closed. If the school is open and you do not report for work you will be charged with discretionary leave, or leave without pay, if discretionary time is not available.

## **GENERAL EMPLOYMENT POLICIES**

### **Drugs and Alcohol**

NAS strictly prohibits the possession, purchase, or consumption (use) or sale of a controlled substance or alcohol on NAS premises or while conducting NAS business. Employees may not use, possess, distribute, sell or be under the influence of alcohol or illegal drugs while on New America premises. You may use legally prescribed drugs on the job only if they do not impair your ability to perform the essential functions of your job effectively and safely without endangering yourself or others.

If you are suspected of being under the influence of drugs or alcohol we may require you to take an immediate drug or alcohol test. Refusing the test will subject you to immediate discharge. See **Appendix I – Drug Free Workplace**

### **Professional Development**

Any Professional Development and Training will have to be approved by the Principal before attending. System Professional Development will be charged to the school on a pro-rated basis.

For school-based Professional Development to be approved, the following criteria must be met: 1) Funds must be in the approved school Professional Development budget; 2) Conferences, workshops and in-service days, as approved by the Principal, will be reimbursed within the available school budget; 3) If the Professional Development is Principal-directed, the courses will be reimbursed to a maximum of \$300.00; 4) Principals will track and monitor all staff expenditures in the Professional Development category and ensure equity of opportunity for all staff members; and 5) Professional Development days are not granted for individual attendance for college educational courses not sponsored by NAS. See **Appendix J - Conference Request Form**.

### **Attendance and Punctuality**

Regular attendance and punctuality are critical to NAS. Your attendance and punctuality are considered, along with your work performance, in decisions regarding renewal and pay raises. Absenteeism or tardiness that is excessive in the judgment of management will not be tolerated.

If you are going to be absent or late, let your supervisor know as soon as possible before the start of your shift. If your supervisor is not available, contact Human Resources. Leaving messages with other employees or on voicemail is not acceptable.

Failure to call in when absent for three consecutive days will be considered job abandonment and you may be terminated.

### **Attendance at In-Service Days**

All scheduled In-Service days are **MANDATORY**. NAS views in-service days as a critical aspect to a successful school year. In-Service days are for team building exercises and professional development. Only unforeseen emergencies (i.e. the illness of a child or the teacher's own illness) are acceptable absences. Failure to attend in-service days may result in a teacher's termination.

Occasionally, teachers may also be required to attend unscheduled professional development trainings as the need arises. Professional development training is essential to classroom methodology. Attendance at these unscheduled trainings is **MANDATORY**. In this situation teachers will be compensated at a discretionary rate.

### **Appearance and Conduct**

NAS employees are expected to wear suitable attire for an office setting. The definition of "suitable attire" will be discussed by individual principals and school staff to clarify appropriate staff attire within their school.

## **Outside Employment**

It is the policy of NAS to allow its employees to engage in outside work or hold other jobs, subject to certain restrictions as outlined below.

NAS requires that employees' activities and conduct away from the job not compete or conflict with or compromise its interests, or adversely affect job performance and the ability to fulfill all responsibilities to NAS. (See Conflict of Interest below). This prohibition extends to the unauthorized use of any NAS tools or equipment and the unauthorized use or application of any confidential trade information or techniques. In addition, employees should not solicit or conduct any outside business during paid working time.

All employees, including part-time employees, must obtain prior approval from the Superintendent or Chief of Business Operations before undertaking any outside employment or other work activity. Principals and assistant principals are expected to devote all of their working energies to the performance of their duties at NAS and, therefore, may not be eligible to accept paid outside positions.

Employees are cautioned to consider carefully the demands that additional work activity will create before requesting permission to seek or accept outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems, it must be discontinued.

Employee requests for permission to accept outside employment, including self-employment, should be submitted in writing to the employee's supervisor. The request should include any pertinent information about the outside employer, the nature of the job, the hours of employment, and potential conflicts with the primary job. The supervisor will then forward the request to Human Resources, recommending either approval or disapproval. Human resources will forward the request to the Superintendent and/or the Chief of Business Operations who will then make the final decision.

In evaluating requests for outside work, supervisors, Human Resources and the Superintendent and/or Chief of Business Operations will consider whether the proposed employment:

- (a) May reduce the employee's efficiency in working for NAS;
- (b) Involves working for an organization that competes with NAS or does a significant amount of business with NAS, such as major contractors, suppliers, and customers; and/or
- (c) May adversely affect NAS's image.

Employees who have accepted outside employment may not use paid discretionary time to work on the outside job. Fraudulent use of discretionary time will result in disciplinary action up to and including termination.

## **Conflicts Of Interest**

Employees must conduct business without creating any conflict of interest. A conflict of interest can arise when an employee is involved in activity for personal gain, which for any reason is in conflict with NAS's business interests.

Employees cannot solicit or compete with the NAS's product or service offerings. Outside work cannot be performed on the NAS's time. Employees cannot use NAS's equipment, materials, resources, or "inside" information for outside work.

Employees should not solicit business or clients or perform outside work on the NAS's premises. Employees and their immediate family must be free of any significant investment or association with competitors or suppliers that might interfere or appear to interfere with NAS's interests. Outside employment may be permitted but the School Principal must approve any outside employment in writing (see above for this policy).

Employees should notify the Superintendent of NAS regarding any possible conflicts of interest in writing.

## **Internal Transfers**

Open positions are sometimes posted on the NAS Intranet. Current NAS or NAC employees may contact the hiring principal to discuss open positions. If an employee is interested in applying for an open position, they are asked to put their intent to apply in writing and give a copy to their current principal, human resources and the hiring principal. Should they be offered the position, the hiring principal will call the current principal to notify them of the hire.

The hiring principal will complete the New Hire Information Sheet and send it to human resources.

Normally, current employees may not transfer to open positions during the school year. Exceptions can only be approved by the Superintendent and the Chief of Business Operations.

## **CONFIDENTIAL INFORMATION**

### **General Information**

Employees handling confidential information are responsible for its security. Extreme care must be exercised to ensure that all confidential information is safeguarded to protect NAS. NAS's business affairs should not be discussed with anyone outside NAS, except when required in the normal course of business. Trade secrets and proprietary information are unique assets of NAS. Such information includes, but is not limited to, information concerning NAS and any charter or contract schools falling under its umbrella.

The disclosure of this knowledge to unauthorized persons is potentially harmful to NAS's business. Access to certain secrets or NAS information and operating procedures should be limited to those employees who "need to know." Any copying, reproducing, or distributing of confidential information in any manner must be authorized by the Superintendent. Confidential information remains the property of NAS and must be returned to NAS on demand.

These restrictions are not intended to prohibit the disclosure to outsiders of information about NAS that is routinely made available to the public by advertisement or otherwise, such as the nature of NAS's products and services and its business hours. (See below for procedures regarding the confidentiality of student records regarding the procedure for maintaining the confidentiality of such records.)

### **References and Confirmation for Prior Employment**

At NAS, we are committed to safeguarding the privacy of all employees, former and current. If an employee receives a telephone, e-mail, or written request for any information regarding a former employee, the employee is not permitted to provide any confirmation or details of employment. Instead, the employee must pass along the inquiry to Human Resources. Human Resources will determine whether any such inquiry is for legitimate reasons. Any employee who violates this policy may be subject to disciplinary actions up to and including termination. **See Appendix K – Reference and Confirmation form.**

### **Confidentiality of Student Records**

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. §1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. FERPA gives parents certain rights with respect to their child's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. In all cases where access to student records is requested, except for as provided in this policy, a written request to see the files must be made by the parent or eligible student. The principal, upon receipt of the written request, shall provide access to inspect and review the records and set a date and time for such inspection and review. In no cases will the date be set more than forty-five days after the request has been made.

The parent or eligible student shall examine the student's records in the presence of the principal and/or other person(s) designated by the principal. Only licensed personnel such as the vice-principal or counselor may be so designated.

The records shall not be taken from the school building.

Schools are not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. Schools may charge a fee for copies.

Parents or eligible students have the right to request that a school correct records which they believe to be inaccurate or misleading. The parent or eligible student must write to the school principal and clearly identify the part of the record they want changed and specifying why it is inaccurate, misleading or otherwise violates the privacy rights of the student. The request must be made within 10 school days of the date the records were first examined. If the school decides not to amend the record, the principal shall notify the parent or eligible student of the decision and advise them of their right to a hearing regarding the request for amendment. After the hearing, if the school still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Generally, the principal must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows schools to disclose those records, without consent, to the following parties or under the following conditions (34 CFR §99.31):

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific state law.

Schools may disclose, without consent, "directory" information such as a student's name, address, telephone number, date and place of birth, honors and awards, and dates of attendance. However, schools must tell parents and eligible students about directory information and allow parents and eligible students a reasonable amount of time to request that the school not disclose directory information about them. It is the general policy of NAS **not** to disclose student telephone numbers and addresses except for under the circumstances set forth on the bullet-point list, above.

Schools must notify parents and eligible students annually of their rights under FERPA. The actual means of notification (special letter, inclusion in a PTA bulletin, student handbook, or newspaper article) is left to the discretion of each school.

The principal of the school is the official custodian of student records in his or her building.

## NEW AMERICA SCHOOL PROPERTY

### General Information

Employees may be issued property by NAS for school business. Employees will be asked to sign an acknowledgement regarding the property being issued. Employees will be responsible for the property while such property is in the employee's possession. Specific terms and other conditions regarding the property will be spelled out in individual agreements. Employees who fail to return issued property to NAS upon termination may be responsible for the cost of replacement and those costs will be deducted from the employee's final paycheck.

### Computer Systems

During employment with NAS, employees may have access to NAS computer systems through personal desktop and laptop computers and local and wide area networks, while on or off NAS premises. Use of NAS computer resources is restricted to NAS business only. Therefore, documents or files created thereon are the property of NAS. All information regarding access to NAS computer resources, such as user identifications, modem phone numbers, modem access codes, passwords, and account codes are NAS confidential information and may not be disclosed to non-NAS personnel.

NAS computers may not be used for any **personal** social networking purposes whatsoever. Such social networking includes, but is not limited to, Facebook, MySpace, Twitter and Google+. NAS computers may be used for NAS-approved Facebook pages and websites. (See Social Networking Policy at page 3.)

**All computer files, documents and software created or stored on NAS computer systems are subject to review and inspection at any time. Therefore, NAS employees should have no expectation of privacy regarding any material on or use of NAS computer systems, including email and instant messaging, nor is any such information confidential.**

Computer equipment should not be removed from NAS premises without written approval from the Superintendent. Upon termination of employment, all computer hardware must be returned to the employee's immediate supervisor. See [Appendix L - The NAS Computer Network and Internet Access Policy](#).

### Software

Employees are responsible for maintaining the on-going integrity of NAS computer data and computer security system. Access to computer files is restricted to job-related needs and access must be authorized by management.

NAS has numerous licenses to utilize computer software. The license agreements contain restrictions concerning the software use, duplication and federal copyright protection.

Each employee who uses NAS computer resources assumes the responsibilities listed below:

- Only software that has been authorized and purchased by NAS should be loaded or used on any NAS computer.
- Personal or loaded software may contain computer viruses which could be potentially damaging to NAS systems and database. Therefore, such software should not be installed on any NAS computer, unless authorized by the Superintendent.
- NAS or vendor software and software manuals should not be duplicated or reproduced in any manner. Such actions are in violation of license agreements NAS and its employees are obligated to abide by.
- NAS software is not to be altered in any manner, including, but not limited to, decompiling, disassembling, and cross-compiling, reverse engineering, or creating derivative works.
- Computer software or documentation should not be removed from NAS premises without written approval from the Superintendent or the Chief of Business Operations.
- Upon termination of employment, all computer software and manuals must be returned to the employee's immediate supervisor.

Violation of any of the above provisions will not be tolerated and may result in termination.

### Internet

Employees' access to the Internet is limited to NAS business only and will be granted based upon business needs on a case by case basis.

### New America Schools Email and Voicemail

NAS utilizes systems where employees receive and send messages through email and voicemail. Although employees are given personal access codes, management maintains the ability and right to access any messages left on or transmitted over the systems. **Therefore, NAS employees should have no expectation of privacy regarding any such messages, including email messages and voicemail messages, nor is any such information confidential.** In keeping with this intention, the communication systems are intended solely for business use.

### Telephone Calls

NAS telephone system has been provided to assist NAS in conducting its business. Excessive use of the telephone for personal calls during working hours is unacceptable. While NAS acknowledges that emergencies may require employees to make phone calls during business hours, such personal calls, including those made with a cell phone, should be infrequent and as brief as possible. Personal long distance calls may not be charged to NAS. Business phones should be used for business.

**Cell Phones:**

Employees' use of cell phones or "smart" phones is strongly discouraged during business hours for personal use unless during an employee's lunch or other scheduled break-time. This includes emailing, use of the internet and text-messaging during business hours.

**Copier, Fax & Postage Meter**

The copier, fax, and postage meter are business machines and may not be used for personal matters.

## **EMPLOYEE BENEFITS**

### **Insurance**

Regularly scheduled full and part-time employees working 24 hours or more per week are eligible for insurance benefits the first of the month after date of hire. Insurance premiums will be prorated for employees working 24 to 32 hours per week, based on such employee's hourly work schedule per week.

Management may review the terms of all benefits and reserves the right to change benefit plans or any other benefit program at any time.

Employees who do not wish to enroll in the benefit plans must sign a waiver form and will not be able to enroll until open enrollment, unless they experience a life status change (i.e. marriage, divorce, birth or adoption). Please see Human Resources for more information.

Currently, NAS offers full-time and eligible part-time employees medical, dental, vision, and life insurance. Eligible employees are also automatically enrolled in an additional life insurance plan and long-term disability plan. Employees may also participate in a Flexible Spending Account.

Employees will be given benefit enrollment information at new hire orientation or insurance open enrollment.

NAS provides a certain dollar amount towards the cost of benefits. This amount, paid by NAS, is subject to change at the time of open enrollment. Depending on which plan an employee enrolls in, the employee will be responsible for employee-only difference and dependent premiums. Dependent premiums will be deducted from the employee's paycheck on a pre-tax basis, regardless of whether the employee participates in the medical/child care portion of the flexible spending account.

Teachers, counselors and staff on special assignment that do not work full time (34 hours) but work more than 17 hours per week will receive benefits on a pro-rated basis depending on the number of hours worked per week (based on a 34 hour work week) and depending on carrier eligibility requirements.

Office Staff and Campus Security Monitors will receive benefits based the number of hours worked. The following schedule will be used to determine benefits coverage: 0- less than 24 hours will not be eligible for benefits, 24 – less than 32 hours will receive 50% coverage, 32 or more – less than 40 will receive 75% coverage and 40 hours or more will receive 100% coverage.

### **Workers' Compensation**

NAS carries insurance to cover the cost of a work-related injury or illness. Benefits help pay for your medical treatment and may include part of income you may lose while recovering. Detailed information is given to you if you are injured on the job, or suffer an occupational illness. See [Appendix M – First Report of Injury](#).

## **EMPLOYEE AND STUDENT SAFETY**

### **General Policies**

It is the policy of NAS to comply with all applicable federal, state, and local health and safety regulations and to provide a work environment as free as practicable from recognized hazards. Employees are expected to comply with all safety and health requirements whether established by NAS or by federal, state, or local law.

NAS has appointed the Chief of Business Operations to oversee NAS safety policies and procedures. The Chief of Business Operation's responsibilities include:

- (a) Monitoring compliance with NAS safety rules and regulations and the applicable safety and health standards established as a result of the Occupational Safety and Health Act and any other applicable federal, state, or local employee safety laws or regulations;
- (b) Investigating, correcting, and reducing recognized unsafe and unhealthful working conditions or potential hazards;
- (c) Conducting periodic safety and health inspections of all work areas, machinery, equipment, and any recognized potentially hazardous NAS facilities;
- (d) Representing NAS during investigations conducted by the Occupational Safety and Health Administration ("OSHA"), by any other federal, state, or local safety and health personnel, or by insurance underwriting representatives;
- (e) Organizing the safety training and retraining of employees;
- (f) Monitoring compliance with the various requirements established by any law or by the organization's insurance carrier relating to recordkeeping and the retention of records;
- (g) Establishing fire prevention and fire fighting programs, conducting fire drills, testing fire fighting equipment, and enforcing no smoking policies where appropriate;
- (h) Developing disaster preparedness plans;
- (i) Investigating all accidents, hazardous incidents, and fires involving NAS employees, or which occur on NAS premises, and preparing the required reports;
- (j) Posting notices required by law or by the organization's insurance carrier; and
- (k) Evaluating the effectiveness of NAS's safety program.

Employees should report all safety and health violations, potentially unsafe conditions, and any accidents or injuries involving employees or customers to the Chief of Business Operations or their supervisor (see reporting policy below).

Employees may enter or remain on NAS premises outside their normal working hours only when authorized to do so by their supervisor. Supervisors should notify the Chief of Business Operations of the authorization so that an approved list can be maintained and security guards can be notified.

Employees are expected to exercise reasonable care for their own protection and for that of their personal property while on NAS premises and while away from the premises on business. NAS assumes no responsibility for loss, damage, or theft of personal property.

Employees who want to take NAS property or equipment off premises must have their supervisor's written authorization and must sign a hand receipt for the equipment. Removing property or equipment without authorization will result in discipline up to and including termination. Employees are responsible for the proper care and return of all NAS property and equipment assigned to their possession.

Supervisors should not discriminate in any manner against an employee because the employee has instituted a safety-related proceeding, has testified in that type of proceeding, or has otherwise exercised any right provided by law.

Violations of NAS safety rules, regulations or procedures may result in disciplinary action, up to and including termination.

### **Safety/Reporting of Injury**

Employees injured on the job **must report the injury to their supervisor and/or principal and to the Compensation/Benefits/Risk Management Specialist within 24 hours of the incident.** Employees will be asked to complete a First Report of Injury Form, regardless of whether they seek medical attention or not. Employees needing medical attention are to report all accidents in writing, no matter how minor, to their supervisor immediately. This is necessary in order for NAS to attempt to provide all employees with prompt medical treatment from an NAS designated physician. Treatment for on-the-job injuries must be obtained from designated physicians, or else employees may be responsible for the cost of medical treatment. Prompt reporting of the accident helps NAS to take steps to reduce the possibility of future accidents and is required by law. See **Appendix M – First Report of Injury.**

### **Visitors**

All visitors must sign in at the main office when entering the building.

### **Parking**

Employees who use NAS parking lot do so **at their own risk.** Employees are encouraged to lock their cars at all times when left in the parking lots. NAS assumes no responsibility for any damage to, or theft of, any vehicle or personal property left in the vehicle while on the parking lot.

### **Retirement Plans**

See above, under Employee Compensation.

## **DISCRETIONARY TIME, SICK LEAVE AND VACATION TIME**

### **Discretionary Time**

Discretionary time is time-off accrued over and above summer vacation, holidays and breaks. Employees' discretionary schedules must be coordinated and approved in advance with their supervisor. All full-time teachers, certified counselors, non-certified counselors, staff on special assignment (SOSA) and campus security monitors (CSM) will accrue 5 discretionary days starting at the beginning of the school year (August 1). Discretionary time for eligible employees hired after August 1 will be pro-rated. Part-time employees, who are eligible for benefits will accrue discretionary time on a pro-rated basis.

Discretionary time may not be used in conjunction with school breaks or holidays. For example, an employee may not use a discretionary day immediately before or after a school break or holiday.

If an employee leaves before the end of the school year, their discretionary time will be reviewed and the accrual will be calculated at a monthly rate of 0.42 days a month. If the terminated employee has used more than their accrual, the difference will be deducted from their final paycheck.

Discretionary days will not be carried over into the new school year. The maximum accrual per year will be 5 days. Any remaining discretionary days will be paid out at the employee's regular daily rate in July. The payout will take place on the July check.

Should an employee need to use more days of discretionary time than he or she has accrued, the employee will be allowed to do so up to a maximum of 5 days. Any negative discretionary time (discretionary time used that has not been accrued) remaining at the end of the school year (a maximum of 5 days) will be deducted from the employee's July paycheck unless the employee terminates prior to July, in which case any negative discretionary time will be deducted from the employee's final paycheck.

### **Sick Leave**

NAS provides the following sick leave schedule:

- Principals, Assistant principals, Drop-out Interventionist and Dean of students will accrue 10 days of sick leave starting at the beginning of each school year. Sick time for Principals, Assistant principals, Drop-out Interventionist and Dean of students hired after August 1 will be prorated. The Superintendent or Chief of Business Operations must approve Principal sick leave. Principals must approve sick leave for the Dean of students.
- Teachers will accrue 5 days of sick leave starting at the beginning of each school year. All sick leave must be approved by the Principal. Sick time for teachers hired after August 1 will be prorated.

- Office staff will accrue 10 days of sick leave starting at the beginning of the school year. Use of sick leave must be approved by the principal. Sick time for office staff hired after August 1 will be prorated.

NAS may require a doctor's certification for any sick leave.

All full-time employees will be allowed to carryover any remaining sick leave time as of July 31. There is no maximum on the carryover amount.

Should an employee need to use more days of sick time than he or she has accrued, the employee will be allowed to do so up to a maximum of 5 days. Any negative sick time (sick time used that has not been accrued) remaining at the end of the school year (a maximum of 5 days) will be deducted from the employee's July paycheck.

Upon termination of employment, sick time will be calculated at a monthly rate of 0.42 days a month to determine if an employee has used more than the monthly accrual. If an employee has used more, the difference will be deducted from their final paycheck. If an employee has sick time available at the time of termination, their sick time will not be paid out.

### **Vacation**

- Principals will accrue 5 weeks vacation at the beginning of each school year. Vacation time must be used between August 1 and July 31 of the current school year with approval by the Superintendent or Chief of Business Operations. Principals may carry over 5 remaining days of vacation into the next school year. Any time remaining over and above 5 days will be paid out.
- Assistant Principal: All Assistant Principals receive 5 weeks vacation at the beginning of each school year. Vacation time must be used between August 1 and July 31 of the current school year with approval by the Superintendent or Principal. Each Assistant Principal will be allowed to carryover up to 5 remaining days of vacation as of July 31. Any time remaining over and above 5 days will be paid out.
- Dean of Students: All Dean of Students receive 5 weeks vacation at the beginning of each school year. Vacation time must be used between August 1 and July 31 of the current school year with approval by the Principal. Each Dean of Student will be allowed to carryover up to 5 remaining days of vacation as of July 31. Any time remaining over and above 5 days will be paid out.
- Drop-out Interventionist: All Drop-out Interventionist receive 5 weeks vacation at the beginning of each school year. Vacation time must be used between August 1 and July 31 of the current school year with approval by the Principal. Each Drop-out Interventionist of Student will be allowed to carryover up to 5 remaining days of vacation as of July 31. Any time remaining over and above 5 days will be paid out.
- Teachers: All Teachers have the summer off; they do not accrue or receive vacation pay.

- Certified Counselors: All Certified Counselors have the summer off; they do not accrue or receive vacation pay.
- Staff on Special Assignment: All SOSAs have the summer off; they do not accrue or receive vacation pay.
- Non-Certified Counselors: All Non-Certified Counselors have the summer off; they do not accrue or receive vacation pay.
- Campus Security Monitors: All CSMs have the summer off; they do not accrue or receive vacation pay.
- Office staff will accrue a minimum of 2 weeks of vacation at the beginning of each school year. Vacation time must be used between August 1 and July 31 of the current school year with approval by the principal. Office staff may carryover 5 remaining days of vacation. Any remaining time over and above 5 days will be paid out.

At the beginning of an employee's 6<sup>th</sup> year (their anniversary date) with NAS, an employee who is eligible for vacation (those who have the summer off are not eligible) will begin accruing one additional week of vacation.

Upon termination, vacation time will be calculated at a monthly rate dependent on the employee's position to determine if an employee has used more than the monthly accrual. If an employee has used more, the difference will be deducted from their final paycheck. If an employee has vacation time available at the time of termination, their vacation time will be paid out.

### **Time Off**

If an employee plans on using vacation, discretionary or use of sick time, a Staff Absence Request form must be used to request the potential time off. **See Appendix N – Staff Absence Request/Notification Form.** Management requests that employees with planned vacations, request time off at least ten days in advance failure to do so may result in denial of the request.

### **Compensatory (Comp) Time**

Compensatory time may be available to employees on a case by case basis. All individual agreements for comp time will be made at the sole discretion of the Superintendent and/or Chief of Business Operations. No comp time agreement will be valid, unless such agreement is approved by the Superintendent and/or Chief of Business Operations. Principals are not authorized to approve comp time.

### **Personal Time**

NAS does not offer personal time. Any requested personal time will be charged to the employees discretionary or vacation/sick leave.

**Breaks**

All schools are closed for Thanksgiving, winter and spring breaks. The offices will be closed the Wednesday before Thanksgiving, the Friday after Thanksgiving, the two weeks of winter break and one week of spring break. All full time employees and campus security monitors will be paid for Thanksgiving, winter and spring break.