



# **Leman Classical School Employee Handbook**

*Colorado*

*Updated July 2022*

# **ABOUT THIS HANDBOOK / DISCLAIMER**

**We prepared this handbook to assist Staff and Teachers in finding the answers to many questions that they may have regarding their employment with Leman Classical School (D.B.A Leman Academy of Excellence). Please take the necessary time to read it.**

**We do not expect this handbook to answer all employee questions. The Human Resources Department, Vice Principals, Principals will also be a major source of information.**

**Neither this handbook nor any other verbal or written communication by Senior Administration representative, is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation nor does it confer any contractual rights whatsoever. Leman Academy of Excellence adheres to the policy of employment at will, which permits the School or the employee to terminate the employment relationship at any time, for any reason, with or without cause or notice.**

**No School representative other than the CEO, Human Resources Department or the Leman Classical School Board of Directors may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.**

**Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate School documents. These School documents are always controlling over any statement made in this handbook or by any member of Senior Administration.**

**This handbook states only general School guidelines. The School may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to terminate employment at will, which may only be modified by an express written agreement signed by the employee and the CEO, Human Resources Department or the Leman Classical School Board of Directors.**

**This handbook supersedes all prior handbooks.**

# Welcome Statement

For those of you who are commencing employment with Leman Academy of Excellence (“Leman Academy” or “Leman Academy of Excellence” or “the School”), on behalf of Leman Academy of Excellence, let me extend a warm and sincere welcome. I hope you will enjoy your work and feel as fulfilled as one can feel in your work here with us. I cannot explain how glad and excited we are to have you as part of our team and community.

For those of you who have been with us, thank you for your past and continued service.

I extend to you my personal best wishes for your personal success and happiness here at Leman Academy of Excellence. I understand that it is our Staff and Teachers that offer the support, love and guidance our families expect for their scholars. It is also you who will grow and enable us to create new opportunities in the years to come.

*Dr. Jason Edwards  
Principal  
Leman Academy of Excellence  
Parker Colorado*

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## **Section 1 - Governing Principles of Employment**

### **1-1. Equal Employment Opportunity**

Leman Academy of Excellence is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, civil union status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Our Senior Administration team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

Title II of the Genetic Information Nondiscrimination Act (GINA) of 2008 protects applicants and Staff and Teachers from discrimination based on genetic information in hiring, promotion, termination, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, Staff and Teachers, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, Staff and Teachers, or their family members.

The School will endeavor to accommodate the sincere religious beliefs of its Staff and Teachers to the extent such accommodation does not pose an undue hardship on the School's operations. Staff and Teachers who wish to request such an accommodation should speak to the Human Resources Department.

Any Staff and Teachers with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the Human Resources Department. The School will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. To ensure our workplace is free of artificial barriers, violation of this policy will lead to discipline, up to and including termination. All Staff and Teachers must cooperate with all investigations.

### **1-2. Americans with Disabilities Act (ADA)**

Leman Academy of Excellence complies with all applicable federal, state, and other laws concerning the employment of persons with disabilities. Leman Academy of Excellence does not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, termination, compensation, training, or other terms, conditions, and

privileges of employment. Leman Academy of Excellence will not tolerate harassment on the basis of disability. Any concerns regarding discrimination or harassment on the basis of a disability should be reported to the Human Resources Department and/or Senior Administrator. Bringing these concerns to Senior Administration's attention is protected under the policies of Leman Academy of Excellence forbidding retaliation.

Leman Academy of Excellence will provide reasonable accommodations to qualified individuals with disabilities who need them to perform the essential functions of their jobs unless the accommodation would impose an undue hardship on the operation of our business. Staff and Teachers who may need accommodations should notify the Personnel Department (HR) and/or Senior Administrator. Staff and Teachers are expected to cooperate with Leman Academy of Excellence and engage in an interactive process to determine what reasonable accommodations might be available. The School will not allow any form of retaliation or discrimination against an individual who requests an accommodation for a disability.

### **ADA Reasonable Accommodation: Service Animals**

According to the Americans with Disabilities Act (ADA), a service animal is defined as "any animal individually trained to work or perform tasks for the benefit of an individual with a disability, including, but not limited to, guiding individuals with impaired vision, alerting individuals to an impending seizure or protecting individuals during one, and alerting individuals who are hearing impaired to intruders, or pulling a wheelchair and fetching dropped items."

A person with a disability uses a service animal as an auxiliary aid. In compliance with the ADA, service animals are welcome in all buildings on company property and may attend any class, meeting or other event. There may be an exception to certain areas.

Employees requesting accommodation for a disability that includes a service animal must contact the human resource (HR) department and complete a Service Animal request form. All service animals must be registered with the HR department.

Requirements of service animals and their owners include:

- All animals need to be immunized against rabies and other diseases common to that type of animal. All vaccinations must be current.
- Animals must wear a rabies vaccination tag.
- All dogs must be licensed per state law.
- Service animals must wear an owner identification tag (which includes the name and phone number of the owner) at all times.
- Animals must be in good health.
- Animals must be on a leash, harness or other type of restraint at all times, unless the owner/partner is unable to retain an animal on leash due to a disability.
- The owner must be in full control of the animal at all times. The care and supervision of the animal is solely the responsibility of the owner/partner.
- The owner/partner must provide the HR department staff with information as to how the animal accommodates for the individual's disability.

Reasonable behavior is expected from service animals while on company property. The owners of disruptive and aggressive service animals may be asked to remove them from Leman Academy's facilities. If the improper behavior happens repeatedly, the owner may be told not to bring the service animal into any facility until the owner takes significant steps to mitigate the behavior.

Cleanliness of the service animal is mandatory. Consideration of others must be taken into account when providing maintenance and hygiene of service animals. The owner/partner is expected to clean and dispose of all animal waste.

### **1-3. Discrimination, Harassment, Workplace Bullying and Retaliation Prevention Policy**

Leman Academy of Excellence does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or Staff and Teachers by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, civil union status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances. Leman Academy of Excellence is committed to a workplace free of discrimination, harassment, workplace bullying and retaliation.

#### **Discrimination Defined**

Discrimination under this policy means treating differently or denying or granting a benefit to an individual because of the individual's protected characteristic.

#### **Harassment Defined**

Harassment is defined in this policy as unwelcome verbal, visual, or physical conduct creating an intimidating, offensive, or hostile work environment that interferes with work performance. Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or emails) or physical conduct (including physically threatening another, blocking someone's way, etc.) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct violates this policy, even if it is not unlawful. Because it is difficult



to define unlawful harassment, Staff and Teachers are expected to behave at all times in a professional and respectful manner.

### **Sexual Harassment Defined**

Sexual harassment can include all of the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities, and other verbal or physical conduct of a sexual nature.

Examples of conduct that violates this policy include:

- unwelcome sexual advances, flirtations, advances, leering, whistling, touching, pinching, assault, blocking normal movement;
- requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
- obscene or vulgar gestures, posters, or comments;
- sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
- propositions or suggestive or insulting comments of a sexual nature;
- derogatory cartoons, posters, and drawings;
- sexually-explicit emails or voicemails (including instant messages or text messages);
- uninvited touching of a sexual nature;
- unwelcome sexually-related comments;
- conversation about one's own or someone else's sex life;
- conduct or comments consistently targeted at only one gender, even if the content is not sexual; and
- teasing or other conduct directed toward a person because of the person's gender.

### **Retaliation Defined**

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse Conduct" includes but is not limited to:

- shunning or avoiding an individual who reports harassment, discrimination, or retaliation;
- express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination, or retaliation;
- denying employment benefits because an applicant or employee reported harassment, discrimination, or retaliation or participated in the reporting and investigation process described below.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

## **Employee Grievance**

A grievance shall mean a complaint by an employee that to him/her there has been a violation or inequitable treatment by reason of any act or condition, which is contrary to established Leman Academy of Excellence policy and is negatively affecting the working conditions and/or rights of the employee. The intent of this grievance procedure is to ensure a professional process is in place that will formally address employee concerns in an atmosphere of courtesy and cooperation. Ideally the grievance process will resolve issues in partnership with the administration (see Levels One and Two) but does provide the employee the option to submit their grievance in writing to the Leman Academy of Excellence, Inc Senior Administration who will present the grievance to the Board of Directors, should a resolution not be achieved in:

Levels One and Two.

The decision(s) of the Senior Administration are deemed final, according to school policy. If parties involved seek an outside arbitrator, all expenses of litigation will be the responsibility of these parties. Any parties initiating a grievance must provide clear, concise and objective written documentation through each level of the process, as outlined below:

Level One – Any grievance first will be discussed with the person(s) the grievance involves (administrator, parent, peer, student, or subordinate) with the objective of resolving the matter informally within one week of the onset of the issue/event.

Level Two – If Level One does not bring resolution, the aggrieved party must submit in writing to the Principal the nature of the grievance within one work week following the discussion at level one. The Principal may then request a joint meeting with the persons in dispute. The Principal may also ask that an impartial representative be present as a witness. The Principal shall make his/her decision in writing within one week following the meeting. If the grievance is with the Principal, Level Two should be bypassed and the aggrieved person proceeds to Level Three.

Level Three – If the aggrieved person is not satisfied with the decision at Level Two or if no decision has been rendered within the one week time period after the presentation of the grievance to the Principal, the grievance may be presented in writing to Senior Administration including Personnel Director or the Governing Board Designee within 10 school days after presentation of the grievance at Level Two. Senior Administration will meet individually with the aggrieved person and person(s) involved in an effort to resolve the grievance. This meeting will take place within seven school days after receipt of the written grievance. Decisions rendered at Level Three will be in writing, setting forth the decisions and the reasons. Once

approved the decision will be transmitted promptly to all parties involved. Decisions made at this level are final, according to the Academy policy. Neither the Board of Directors, nor any member of the administration of the Academy shall take reprisals affecting the employment status or working conditions of any employee or any other participant in the grievance procedure by reason of such participation.

A participant, however, is not exempt from the policies of the Leman Academy of Excellence and DCSD. Exclusions to this policy: 1. An employee's performance evaluation. An employee may write comments on the evaluation, and signature does not constitute agreement. 2. Termination of employment. The Senior Administration will decide based on the recommendation of the Principal. Any grievances after employment has been terminated are to be taken to the Board of Directors through written means.

## **Workplace Bullying**

Leman Academy of Excellence defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical or otherwise, conducted by one or more persons against another or others, at the place of work and/or in the course of employment. Such behavior violates Leman Academy of Excellence, Inc's, Discrimination and Harassment Zero Tolerance Policy, which clearly states that all Staff and Teachers will be treated with dignity and respect.

### ***Examples***

Bullying may be intentional or unintentional. However, it must be noted that when an allegation of bullying is made, the intention of the alleged bully is irrelevant, and will not be given consideration when meting out discipline. As in sexual harassment, it is the effect of the behavior on the individual that is important. Leman Academy of Excellence, Inc considers the following types of behavior examples of bullying:

- Verbal bullying: Slandering, ridiculing or maligning a person or his or her family; persistent name calling that is hurtful, insulting or humiliating; using a person as butt of jokes; abusive and offensive remarks.
- Physical bullying: Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault, damage to a person's work area or property
- Gesture bullying: Non-verbal threatening gestures; glances that can convey threatening messages.
- Exclusion: Socially or physically excluding or disregarding a person in work-related activities.

In addition, the following examples may constitute or contribute to evidence of bullying in the workplace:

- Persistent singling out of one person.
- Shouting or raising voice at an individual in public or in private.
- Using verbal or obscene gestures.

- Not allowing the person to speak or express himself or herself (i.e., ignoring or interrupting).
- Personal insults and use of offensive nicknames.
- Public humiliation in any form.
- Constant criticism on matters unrelated or minimally related to the person's job performance or description.
- Ignoring or interrupting an individual at meetings.
- Repeated and uncalled for Public reprimands.
- Repeatedly accusing someone of errors that cannot be documented.
- Deliberately interfering with mail and other communications.
- Spreading rumors and gossip regarding individuals.
- Encouraging others to disregard a supervisor's instructions.
- Manipulating the ability of someone to do his or her work (e.g., overloading, underloading, withholding information, assigning meaningless tasks, setting deadlines that cannot be met, giving deliberately ambiguous instructions).
- Inflicting menial tasks not in keeping with the normal responsibilities of the job.
- Refusing reasonable requests for leave in the absence of work-related reasons not to grant leave.
- Deliberately excluding an individual or isolating him or her from work-related activities, such as meetings.
- Unwanted physical contact, physical abuse or threats of abuse to an individual or an individual's property (defacing or marking up property).

## **Reporting Procedures**

The following steps have been put into place to ensure the work environment is respectful, professional, and free of discrimination, harassment, and retaliation. If an employee believes someone has violated this policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Human Resources Department (Phone numbers are available through the School directory.) If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the Human Resources Department immediately. (Phone numbers are available through the School directory.)

Every supervisor who learns of any employee's concern about conduct in violation of this policy, whether in a formal complaint or informally, must immediately report the issues raised to the Human Resources Department or another member of Leman Academy of Excellences' senior management.

While Staff and Teachers are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with a government agency. Using the School's complaint process does not prohibit an employee from filing a complaint with a government agency.

## Investigation Procedures

Upon receiving a complaint, Leman Academy of Excellence will promptly conduct a fair and thorough investigation into the facts and circumstances of any claim of a violation of this policy or our Equal Employment Opportunity policy. To the extent possible, Leman Academy of Excellence will endeavor to keep the reporting employee's concerns confidential. However, complete confidentiality may not be possible in all circumstances. The Human Resources Department alongside Senior Administration including Vice Principals, Principals, VP of Culture & Relations, or Principal Designee will conduct this investigation.

During the investigation, Leman Academy of Excellence generally will interview the complainant and the accused, conduct further interviews as necessary and review any relevant documents or other information. Based on the nature of the allegations, the accused/offending employee may be placed on a paid administrative leave during the duration of the investigation. Upon completion of the investigation, the School shall determine whether this policy has been violated based upon its reasonable evaluation of the information gathered during the investigation. The School will inform the complainant and the accused of the results of the investigation.

Leman Academy of Excellence will take corrective measures against any person who it finds to have engaged in conduct in violation of this policy, if the School determines such measures are necessary. These measures may include, but are not limited to, counseling, suspension, or immediate termination. Anyone, regardless of position or title, who the School determines has engaged in conduct that violates this policy will be subject to discipline, up to and including termination.

Remember, Leman Academy of Excellence cannot remedy claimed discrimination, harassment, or retaliation unless Staff and Teachers bring these claims to the attention of management. Staff and Teachers should not hesitate to report any conduct which they believe violates this policy.

## 1-4. Drug and Alcohol Free Workplace

### Purpose and Goal

Leman Academy of Excellence is committed to protecting the safety, health and well-being of all Staff and Teachers and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our goals. We have established a drug and alcohol free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment. This restriction does not apply to responsible drinking of alcohol at business meetings and related social outings.

The School encourages Staff and Teachers to voluntarily seek help with drug and alcohol problems.

## **Covered Workers**

Any individual who conducts business for the School, is applying for a position or is conducting business on the School's property is covered by our drug and alcohol free workplace policy. Our policy includes, but is not limited to full-time Staff and Teachers and part-time Staff and Teachers.

## **Applicability**

Our drug and alcohol free workplace policy is intended to apply whenever anyone is representing or conducting business for the School. Therefore, this policy applies during all working hours, whenever conducting business or representing the School, while on School property and at School-sponsored events.

## **Prohibited Behavior**

It is a violation of our drug and alcohol free workplace policy to use, possess, sell, trade, and/or offer for sale alcohol, illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her job. If the use of a medication could compromise the safety of the employee, fellow Staff and Teachers or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, notify School doctor) to avoid unsafe workplace practices. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement and/or to the extent permitted by and in accordance with applicable law.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug and alcohol free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

## **Notification of Convictions**

Upon conviction for violating any state or federal drug law, each employee of this School is required to notify his/her immediate supervisor of such conviction within five (5) business days thereof. This "notification of drug conviction" requirement applies whether the conviction resulted from conduct performed while in the course and scope of employment or off duty. Staff and Teachers are required to report any drug-related criminal charge brought against them, whether the result of on-duty or off-duty conduct. The School will take appropriate action within 30 days of notification. Federal contracting agencies will be notified when appropriate

## **Searches**

Entering the School's property constitutes consent to searches and inspections. If an individual is suspected of violating the drug and alcohol free workplace policy, he/she may be asked to submit to a search or inspection at any time. Searches can be conducted of pockets and clothing, lockers, wallets, purses, briefcases and lunchboxes, desks and workstations and vehicles and equipment.

## **Drug Testing**

To ensure the accuracy and fairness of our testing program, all testing will be conducted according to Substance Abuse and Mental Health Services Administration (SAMHSA) guidelines where applicable and will include a screening test; a confirmation test; the opportunity for a split sample; review by a Medical Review Officer, including the opportunity for Staff and Teachers who test positive to provide a legitimate medical explanation, such as a physician's prescription, for the positive result; and a documented chain of custody.

All drug-testing information will be maintained in separate confidential records.

The substances that will be tested for are: Amphetamines, Cannabinoids (THC), Cocaine, Opiates, Phencyclidine (PCP), Alcohol, Barbiturates, Benzodiazepines, Methaqualone, Methadone and Propoxyphene.

Testing for the presence of alcohol will be conducted by analysis of breath, saliva, or blood.

Testing for the presence of the metabolites of drugs will be conducted by the analysis of urine.

Any employee who tests positive will be immediately removed from duty and separated from the organization.

An employee will be subject to the same consequences of a positive test if he/she refuses the screening or the test, adulterates or dilutes the specimen, substitutes the specimen with that from another person or sends an imposter, will not sign the required forms or refuses to cooperate in the testing process in such a way that prevents completion of the test.

## **Prescription Medication Policy**

The proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Staff and Teachers' drug use may affect their job performance, such as by causing dizziness or drowsiness. Staff and Teachers are required to disclose any medication that would make them a risk of harm to themselves or to others in performing their job responsibilities. It is the employee's responsibility to determine from his/her physician whether a prescribed drug may impair job performance

## **Consequences**

One of the goals of our drug and alcohol free workplace program is to encourage Staff and Teachers to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious

In the case of applicants, if he/she violates the drug and alcohol free workplace policy, the offer of employment will be withdrawn. The applicant may reapply after one (1) year and must successfully pass a pre-employment drug test.

If an employee violates the policy, he/she will be subject to progressive disciplinary action and potential termination. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or terminated for other violations and/or performance problems.

## **Return-to-Work Agreements**

Following a violation of the drug and alcohol free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

## **Assistance**

Leman Academy of Excellence recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our Staff and Teachers, our drug and alcohol free workplace policy:

- Encourages Staff and Teachers to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem.

- Allows the use of accumulated paid leave while seeking treatment for alcohol and other drug problems.

However, Staff and Teachers may not request an accommodation to avoid discipline for a policy violation. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

## **Confidentiality**

All information received by the School through the drug and alcohol free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and Senior Administration policies.



## **Shared Responsibility**

A safe and productive drug and alcohol free workplace is achieved through cooperation and shared responsibility. Both staff, teachers and Senior Administration have important roles to play.

All Staff and Teachers are expected, if their ability to perform job duties is impaired due to on- or off-duty use of alcohol or other drugs, to stay home and not report for their time at work. Failure to adhere to the above policy will result in immediate separation from the organization.

In addition, Staff and Teachers are encouraged to:

- Be concerned about working in a safe environment.
- Support fellow workers in seeking help.
- Report dangerous behavior to their supervisor.

It is the supervisor's responsibility to:

- Inform Staff and Teachers of the drug and alcohol free workplace policy.
- Observe employee performance.
- Investigate reports of dangerous practices.
- Document negative changes and problems in performance.
- Counsel Staff and Teachers as to expected performance improvement.
- Clearly state consequences of policy violations.

## **Communication**

Communicating our drug and alcohol free workplace policy to supervisors, Staff and Teachers is critical to our success. To ensure all Staff and Teachers are aware of their role in supporting our drug and alcohol free workplace program:

- All Staff and Teachers will receive a written copy of the policy. Acknowledgment and receipt of this handbook will constitute acknowledgment and receipt of the Drug and Alcohol Free Workplace Policy.

## **1-5. Workplace Violence**

Leman Academy of Excellence is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to Staff and Teachers and damage to School and personal property.

We do not expect Staff and Teachers to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage Staff and Teachers from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage Staff and Teachers to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in School policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; demonstrating a propensity to behave and react irrationally.

### **Prohibited Conduct**

Threats, threatening language or any other acts of aggression or violence made toward or by any School employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, Staff, Teachers and visitors are prohibited from carrying weapons onto School premises.

### **Procedures for Reporting a Threat**

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of Senior Administration with whom the employee feels comfortable. The person reported to is required to report to the Human Resources Department within 24 hours. Reports of threats may be maintained confidential to the extent maintaining confidentiality does not impede our ability to investigate and respond to the complaints. All threats will be promptly investigated. All Staff and Teachers must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the School determines, after an appropriate good faith investigation, that someone has violated this policy, the School will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, he/she should follow the steps detailed in this section. It is important for the School to be aware of any potential danger in

our offices. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

## **1-6. Pay Transparency**

Leman Academy of Excellence will not terminate or in any other manner discriminate against Staff and Teachers or applicants because they have inquired about, discussed or disclosed their own pay or the pay of another employee or applicant. However, Staff and Teachers who have access to the compensation information of other Staff and Teachers or applicants as a part of their essential job functions such as supervisors, leads, vice principals, principals or any other person directing a team, cannot disclose the pay of other Staff and Teachers or applicants to individuals who do not otherwise have access to compensation information, unless the disclosure is: (a) in response to a formal complaint or charge; (b) in furtherance of an investigation, proceeding, hearing or action, including an investigation conducted by the School; or (c) consistent with the School's legal duty to furnish information.

## **1-7. Pre-Employment & Post-Employment Background Checks**

### **Pre-Employment Background Checks**

Prior to hiring a professional staff member, Leman Academy of Excellence, as instructed by the the senior administration and the Human Resources Department team, shall:

- Check with the Colorado Department of Education to determine if there is any information on record indicating the applicant has been convicted of any felony or misdemeanor crime involving unlawful sexual behavior or unlawful behavior involving children.
- The Department's records will indicate if the applicant has been convicted of, pled *nolo contendere* to, received a deferred sentence or a deferred prosecution, or had his or her certificate annulled, suspended, or revoked for such crimes. The Department will also provide any available information to indicate whether the applicant has been dismissed by or resigned from another educational institution as a result of an allegation of unlawful behavior involving a child, including unlawful sexual behavior, which was supported by a preponderance of the evidence according to information provided to the Department by another Educational Institution and confirmed by the Department in accordance with state law. Information of this type that is learned from a different source shall be reported by the Personnel/Business Office to the Department.

- Contact previous employers of the applicant to obtain information or recommendations relevant to the applicant's fitness for employment. An applicant who has been formally dismissed by another Educational Institution or has resigned

from another Educational Institution in lieu of a dismissal for misconduct shall not be eligible for rehire within the Organization.

### **Post-Hiring Background Checks**

Subsequent to hiring a professional staff member, if Leman Academy of Excellence has good cause to believe the professional staff member has been convicted of a felony or misdemeanor, other than a misdemeanor traffic offense, the Leman Academy shall check with the Colorado Department of Education and other agencies, as appropriate, to determine if there is any information indicating the employee has been convicted of a felony or misdemeanor.

In addition to checking with the Colorado Department of Education and other appropriate agencies, Leman Academy of Excellence shall require the professional staff member to submit a complete set of fingerprints taken by a qualified law enforcement agency. The employee shall submit his or her fingerprints within twenty (20) days of the employee's receipt of Leman Academy's written request for such fingerprints. Leman Academy shall release the fingerprints to the Colorado Bureau of Investigation for processing. Leman Academy shall not charge the professional staff member any fees for the direct and indirect costs of fingerprint processing performed.

If the information indicates the employee has been convicted of a felony or misdemeanor, other than a misdemeanor traffic offense, Leman Academy shall determine whether a nexus exists between the conviction and Leman Academy's educational mission. If Leman Academy determines a nexus exists between the employee's conviction and Leman Academy's educational mission which has or is Leman Academy may take appropriate action with respect to the employee, including termination.

For purposes of this policy, "convicted" means a conviction by a jury or by a court and shall also include the forfeiture of any bail, bond, or other security deposited to secure appearance by a person charged with a felony or misdemeanor, the payment of a fine, a plea of *nolo contendere*, and the imposition of a deferred or suspended sentence by the court.

## **Section 2 - Operational Policies**

### **2-1. Immigration Law Compliance**

Leman Academy of Excellence is committed to employing only United States citizens and those who are authorized to work in the United States while at the same time recognizing its obligation to avoid discrimination on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, and other applicable federal laws, all Staff and Teachers must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility as a condition of employment. Former Staff and Teachers who are rehired must also complete the form if they have not completed an I-9 with Leman Academy of Excellence within the past three (3) years or if their previous I-9 is no longer retained or valid.

The School will periodically review I-9 documentation to re-verify employment eligibility. Staff and Teachers may be required to provide updated documentation to support continued employment.

Staff and Teachers may raise questions or complaints about immigration law compliance without fear of reprisal.

### **2-2. Employment Applications**

Leman Academy of Excellence relies upon the accuracy of information contained in each individual's employment application, as well as the accuracy of other data presented throughout the hiring process or obtained during employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in disqualification from further consideration for employment or, if already hired, termination of employment.

### **2-3. Employee Classifications**

For purposes of this handbook, all Staff and Teachers fall within one of the classifications below.

**Full-Time Staff** - Staff and Teachers who regularly work at least thirty (30) hours per week who were not hired on a temporary basis. Instructional Staff: Ten (10) Month Staff i.e. Teachers; Non-Instructional Staff: Twelve (12) Month Staff i.e. Administrative Staff.

**Part-Time Staff** - Staff and Teachers who regularly work fewer than thirty (30) hours per week who were not hired on a temporary basis. Part-Time Staff work throughout the school year only. Instructional Staff: Ten (10) Month Staff i.e Teachers and Instructional Assistants; Non-Instructional Staff: Twelve (12) Month Staff i.e. Administrative Staff.

**Temporary Staff and Teachers** - Staff and Teachers who were hired for a specific short-term project, or on a per diem or temporary basis. Temporary Staff and Teachers generally are not eligible for School benefits, but are eligible to receive statutory benefits. Example: Guest Teachers

In addition to the above classifications, Staff and Teachers are categorized as either “**exempt**” or “**nonexempt**” for purposes of federal and state wage and hour laws. Staff and Teachers classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. Staff and Teachers will be informed of their classifications upon hire and informed of any subsequent changes to their classifications.

## **2-4. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt School operations. In extreme cases, these circumstances may require the closing of a work facility.

When operations are officially closed due to emergency conditions, the time off from scheduled work for nonexempt Staff and Teachers will be unpaid. However, with supervisory approval, Staff and Teachers may use available paid leave time, such as unused vacation or personal day benefits. Staff and Teachers in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, Staff and Teachers who work will receive regular pay. Leman Academy of Excellence reserves the right, at the discretion of the Human Resources Department, to pay Staff and Teachers during emergency closings.

## **2-5. Timekeeping Procedures**

Staff must record their actual time worked for payroll and benefit purposes. Nonexempt Staff must record the time work begins and ends, as well as the beginning and ending time of any

departure from work for any non-work-related reason, on forms as prescribed by Human Resources and Senior Administration.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including termination.

Exempt Staff and Teachers are required to record their daily work attendance and report full days of absence from work for reasons such as leaves of absence, sick leave or personal business.

Nonexempt Staff may not start work until their scheduled starting time.

It is each employee's responsibility to sign his/her time record to certify the accuracy of all time recorded. Any errors in employee time records should be reported immediately to the employee's supervisor, who will attempt to correct legitimate errors.

## **2-6. Overtime**

Like most successful companies, we experience periods of extremely high activity. During these busy periods, additional work is required from all of us. The employee's supervisor is responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide Staff and Teachers with adequate advance notice in such situations.

Nonexempt Staff who work overtime will be compensated at the rate of one and one-half times (1½) their normal hourly wage for all time worked in excess of 40 hours each week or 12 hours per day, unless otherwise required by law.

Staff may work overtime only with prior authorization from their supervisor or Administration.

For purposes of calculating overtime for nonexempt Staff, the workweek begins on Sunday and ends on the following Saturday. A 12 hour shift is work completed without more than a 30 minute break and may carry over day to day.

## **2-7. Safe Harbor Policy for Exempt Staff and Teachers**

It is our policy and practice to accurately compensate Staff and Teachers and to do so in compliance with all applicable state and federal laws. To ensure that Staff and Teachers are paid properly and that no improper deductions are made, Staff and Teachers must review their pay stubs promptly to identify and report all errors.

Staff and Teachers classified as exempt salaried Staff and Teachers will receive a salary which is intended to compensate them for all hours they may work for the School. This salary will be established at the time of hire or when the employee becomes classified as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work the employee performs.

Under federal and state law, an employee's salary is subject to certain deductions. For example, unless state law requires otherwise, an employee's salary can be reduced for the following reasons:

- Full-day absences for personal reasons other than sickness or disability.
- Full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to sickness or disability.
- Full-day disciplinary suspensions for infractions of safety rules of major significance; or for unpaid disciplinary suspensions of one (1) or more full days imposed in good faith for workplace conduct rule infractions.
- Family and Medical Leave absences (either full or partial day absences).
- To offset amounts received as payment from the court for jury and witness fees or from the military as military pay.
- The first or last week of employment in the event the employee works less than a full week.
- Any full work week in which the employee does not perform any work.
- Miscellaneous deductions approved by the employee for school expenditures
- Miscellaneous deductions for broken, lost or mishandled school property including school issued laptops (\$500), school issued chromebook (\$125), school issued keys (\$15 per key) or electronic key fob (\$20 per key fob)

An employee's salary may also be reduced for certain types of deductions such as his/her portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a qualified retirement or pension plan including PERA.

In any work week in which the employee performed any work, his/her salary will not be reduced for any of the following reasons:

- The employee's absence on a day because the School has decided to close a facility on a scheduled work day.
- Absences for jury duty, attendance as a witness, or military leave in any week in which the employee has performed any work (subject to any offsets as set forth above).
- Any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to an employee's accumulated leave for full or partial day absences for personal reasons, sickness or disability.

An employee who believes he/she has been subject to any improper deductions should immediately report the matter to his/her supervisor. If his/her supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not



received a prompt and fully acceptable reply), the employee should immediately contact the Human Resources Department.

## **2-8. Financial Policy and Procedure**

The Governing Board of Lemman Classical School has reviewed and adopted the following policies and procedures to support the mission of Lemman Academy of Excellence and to ensure that funds are budgeted, accounted for, expended and properly maintained. The following procedures and forms are compliant with the Uniform System of Financial Records for Douglas County School District

- The Governing Board of Lemman Classical School formulates financial policies and procedures, delegates administration of the policies and procedures to the Business Office and reviews operations and activities on a regular basis.
- The Lemman Classical School Governing Board has responsibility for all operations and activities related to financial management.
- Financial duties and responsibilities must be separated so that no one employee has sole handling of cash receipts, disbursements, payrolls, and reconciliation of bank accounts.
- The Governing Board will commission an annual financial audit by an independent third party auditor who will report directly to them. The Governing Board will approve the final audit report, and a copy will be provided to the charter granting agency. Any audit exceptions and/or deficiencies will be resolved to the satisfaction of the Governing Board and the charter granting agency.
- The Governing Board can appoint someone else to perform the Business Offices' responsibilities in the case of absence.

### **Annual Audit**

The Lemman Classical School Board will select an auditor by March 17th prior to the end of the fiscal year (June 30th.) All audits must be conducted with a Certified Public Accountant, once the school has taken appropriate measures in accordance with their procurement policy a draft of the engagement letter or proposed contract must be sent to the Douglas County School District

The Business Office, Human Resources, Principal and/or Principal Designee will work with the auditor to provide all necessary information to complete the audit. Once completed the auditor will provide reports to the Governing Board and submit reports and compliance questionnaires to all appropriate regulatory entities.

### **Purchasing**

It shall be the procurement policy of Lemman Academy to obtain all supplies, equipment and services at the lowest cost to the school that meets or exceeds the customer's specifications for

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performance, quality and availability at the time of purchase. In conforming to this policy, the capability, capacity and historical performance of the supplier will be considered and weighed in the decision process. Sourcing decisions will also be tempered by supplier diversity and environmental impact considerations. Competitive bids will be solicited whenever possible and practical and in compliance with all applicable Federal & State regulations and policies governing Charter Schools.

The Business Office or appointed party by the Principal may authorize expenditures and may sign related contracts within the approved budget. There must be secondary approval by the Principal for any expenditures over \$2,000 dollars. The Governing Board must also approve contracts over \$10,000. The Governing Board must review all expenditures quarterly.

All expenditure requests for supplies, equipment and services must be submitted in writing to the Business Office by using the purchase requisition form. All requests will be acknowledged, reviewed and approved according to the following:

- Determine if the expenditure is budgeted
- Determine if funds are currently available for expenditures (i.e. cash flow)
- Determine if the expenditure is allowable under the appropriate revenue source
- Determine if the expenditure is appropriate and consistent with the vision, approved charter, school policies and procedures, and any related laws or applicable regulations
- Determine if the price is competitive and prudent

Any individual making an authorized purchase on behalf of the school must provide the Business Office with appropriate documentation of the purchase.

Individuals other than those not specified above are not authorized to make purchases without pre approval.

Individuals who use personal funds to make unauthorized purchases will not be reimbursed unless prior approval for purchases was obtained in writing from the Principal. Authorized purchases will be reimbursed within fourteen (14) days of receipt of appropriate expense reimbursement form with attached receipts and approval signatures through Payroll distribution. To qualify for reimbursement, receipts may not be greater than thirty (30) days old.

The Principal or his designee may authorize an individual to use a school credit card to make an authorized purchase on behalf of the school, consistent with guidelines provided by the Principal and/or Governing Board. The card will be kept under supervision of the cardholder, and authorized individuals must sign the credit card out and must return the credit card and related documentation of all purchases within 24 hours of the purchases, unless otherwise authorized by the Principal or his designee. If receipts are not available or are “missing”, the individual making the charge will be held responsible for payment.

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## **Contracts**

Written contracts clearly defining work to be performed will be maintained for all contract service providers (i.e. consultants, independent contractors, subcontractors). Contract service providers must show proof of being licensed and bonded, if applicable, and of having adequate liability insurance and worker's compensation insurance currently in effect. The Human Resources Department, Principal, Principal Designee or Business Office may also require that contract service providers list the school as an additional insured.

If the contract service provider is a sole proprietor or a partnership (including LP and LLP), the Business Office will obtain a W9 from the contract service provider prior to submitting any requests for payments to the Human Resources and Business Office.

The Human Resources Department, Principal, or Principal Designee, will approve proposed contracts and modifications in writing. Contract service providers will be paid in accordance with approved contracts as work is performed. The Human Resources Department, Principal, or Principal Designee, will ensure the terms of the contracts are fulfilled.

## **Banking**

The Governing Board will approve the list of authorized signers on any site accounts. The Governing Board will authorize opening and closing of bank accounts.

The Business Office will be responsible for all blank checks that will be kept under lock. Under no circumstances will a signed blank check be issued. For all checks issued the Business Office will be responsible for recording entries in the appropriate ledgers.

The Business Office is responsible for reconciling all bank accounts on a monthly basis. Any checks outstanding after 90 days will be researched and accounted for in reconciliation logs.

## **Petty Cash**

Petty cash account is on an imprest basis: meaning the amount of receipts and cash must equal the established account amount at all times.

To establish the petty cash account, complete a petty cash withdrawal request (VIC8).

Obtain prior approval for disbursement from the appropriate supervisor. The supervisor must sign and date the request. Signed and dated requests must be submitted to the Senior Administrator for approval.

The Office Manager will manage the petty cash fund.  
The petty cash fund will be capped at \$250 per site.

All petty cash will be kept in a locked petty cash box in a drawer or file cabinet. Only the Office Manager/Operations Director and Business Office will have keys to the petty cash box and drawer or file cabinet.

All disbursements will require a completed and signed petty cash slip. A receipt for all purchases must be attached to the petty cash slip. The Business Office will ensure that the petty cash slip is properly completed and that a proper receipt is attached. The individual using the petty cash to make a purchase is responsible for submitting the receipt for the petty cash slip to the Office Manager within 48 hours of withdrawing the petty cash.

When expenditures total \$150 or the cash balance falls below \$150, the Office Manager will total the disbursements, complete a petty cash reimbursement form, and obtain the approval of the Business Office. This should be done on at least a quarterly basis.

The petty cash slips and supporting receipts will be attached to the reimbursement request form and forwarded to the Business Office.

The Business Office will conduct regular audits of the petty cash account and attached receipts and petty cash slips.

The petty cash account will not be used for loans on any basis.

The petty cash account will be returned to the general revolving account no later than June 30 of each Fiscal Year.

## **Accounts Payable**

Upon receipt of tangible goods the person designated to receive deliveries should enter all packages in the receipt log, verify all goods on the packing list were received and note any discrepancies. The logged packing list should then be submitted to the Business Office.

All original invoices will be forwarded to the Business Office for approval. The Business Office must verify the packing list with the invoice and all supporting documentation including purchase orders, discrepancy notes, etc. Once the The Principal, Principal Designee or Business Office reviews and approves the invoice the invoice will be marked for check payment and processed for payment.

The Principal, Principal Designee may authorize the Business Office to pay recurring expenses (i.e. utilities, contracts, etc.) without formal approval on the invoice by establishing a list of permissible vendors and amounts updated annually.

All invoices in excess of \$2000 will need written confirmation for payment by the The Principal, Principal Designee.

All Grants and Gifts to Teachers require a separate record for each deposit, the record will include the teacher's name, grantor, date and amount. Disbursements from the Grants and Gifts to Teachers fund will be drawn on by submitting a purchase requisition form signed by the requesting Teacher, Business Office and the Human Resources Department.

### **Accounts Receivable**

The Business Office will be responsible for recording all accounts receivable and collecting them in a timely manner in accordance with program policies.

Failure to pay outstanding invoices will be handled in accordance with the family handbook for each site and program.

All incoming payments should pass through the appropriate appointed receiver and Office Manager according to the following:

- Payments will be recorded in the numerically sequenced payment logbook on 3 copies. The original receipt is issued to the payer, 1 carbon copy is attached to supporting documentation, and 1 carbon copy is retained in the numerical logbook for reference.
- All payments received will be placed in a locking cash box. The Office Manager will open the lock box and log all payments in the appropriate receipt log on a weekly basis. The Office Manager reviews supporting documentation for mathematical accuracy and completeness and reconciles it to accompanying cash receipts. If cash receipts do not agree with supporting documentation, resolve the differences.
- All receipt logs once complete will be initiated, printed and turned over to the Business Office along with the payments and receipts slips for deposit. Once the deposit is made the deposit slip will be attached to the corresponding receipt log and original receipt slips and kept on file.

### **Returned Check Policy**

A returned check processing fee will be charged for checks returned as non-sufficient funds (NSF). Unless otherwise pre approved by the Business Office, payment of the NSF check and processing fee must be made by money order or certified check. In the event that a second NSF check is received for any individual, in addition to the processing fee, the individual will lose check writing privileges. Payment of the NSF check, the processing fee and any subsequent payment(s) by that individual must be made by money order or certified check. In the case of NSF checks written by parents of scholars, failure to pay may result in the withholding of report cards/transcripts at the end of the semester and/or school year until payment is received, unless other mutually agreeable arrangements are approved by the School Director and/or Governing Board. If unsuccessful in collecting funds owed, the school may initiate appropriate collection and/or legal action at the discretion of the Governing Board.

### **Fundraising Events**

For each fundraising or other event in which cash or checks will be collected, a Volunteer Coordinator will be designated, who will be responsible for collecting and holding all cash and checks for the purpose of the fundraising activity. The Volunteer Coordinator will record each transaction in a receipt book at the time the transaction is made, with a copy of the receipt provided to the donor.

The cash, checks, receipt book and deposit summary must be given to the school Office Manager by the end of the next school day, who will immediately put the funds in a secure, locked location. Both the Volunteer Coordinator and the Office Manager will count the deposit and verify the amount of the funds in writing.

### **Financial Reporting**

In consultation with the Principal, Human Resources Department (HR), and Principal Designee, the Business Office will prepare the annual financial budget for approval by the Lemman Classical School Governing Board. The annual budget will be prepared in accordance with all state regulatory requirements and adopted by the Governing Board of Lemman Classical School at a public board meeting/hearing. The Business Office will submit a monthly balance sheet and monthly revenue and expense summaries to the Lemman Classical School Board Finance Committee utilizing the appropriate dashboard. The report will be reviewed at the scheduled board meeting and action will be taken, if appropriate. The Business Office will provide the Principal, Human Resources Department, Principal Designee and/or Lemman Classical School Governing Board with additional financial reports, as needed.

By signing the General Handbook Acknowledgement, the employee agrees to abide by all requirements of this policy.

## **2-9. Paychecks**

Staff and Teachers will be paid once monthly for all the time they have worked during the past pay period. Pay periods will run from the 1st of the month through the 15th and the 16th through the end of the month. Pay dates are as close to the 22nd of the month as possible pending weekends, holidays and non-banking days.

The payroll stub itemizes deductions made from the employee's gross earnings. By law, the School is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. The payroll stub will also differentiate between regular pay received and overtime pay received.

An employee who believes there is an error with his/her pay should bring the matter to the attention of the Business Office immediately so the School can resolve the matter quickly and amicably.

An employee's paycheck will be mailed to him/her, unless the employee has requested that it be held at the Personnel office, or authorizes in writing another person to accept his/her check for him/her.

If an employee's paycheck is lost, he/she must notify the Human Resources Department immediately to ensure a new check may be issued. Staff and Teachers may be charged for any fees associated with stopping payment on a check.

## **2-10. Direct Deposit**

Leman Academy of Excellence strongly encourages Staff and Teachers to use direct deposit. Authorization forms are available from the Human Resources Department or the designated personnel website.

## **2-11. Performance Reviews**

Depending on position and classification, Leman Academy of Excellence endeavors to review each employee's performance within twelve (12) months of employment and annually thereafter. However, Staff and Teachers should understand that a positive performance evaluation does not guarantee an increase in salary, a promotion, or continued employment. Compensation increases and the terms and conditions of employment, including job assignments, transfers, promotions, and demotions, are determined by and at the discretion of the Human Resources Department and Senior Administration.

In addition to these formal performance evaluations, the School encourages Staff and Teachers and their supervisors to discuss job performance on a frequent and ongoing basis.

## **2-12. Record Retention**

The School acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of Staff and Teachers to follow this policy can result in possible civil and criminal sanctions against the School and its Staff and Teachers and possible disciplinary action against responsible individuals (up to and including termination of employment). Each employee has an obligation to notify the Human Resources Department and/or Senior Administrator of a potential or actual litigation, external audit, investigation or similar proceeding involving the School that may have an impact on record retention protocols.

## **Section 3 - Benefits**

### **3-1. Benefits Overview**

Eligible Staff and Teachers are provided a wide range of benefits. A number of the programs (such as Social Security, Workers' Compensation, state disability, and unemployment insurance) cover all Staff and Teachers in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Supervisors can identify the programs for which Staff and Teachers are eligible.

The School reserves the right to amend or withdraw any or all of the benefits programs at its sole discretion at any time, with or without notice.

### **3-2. Holidays**

Full Time Staff are eligible for the following paid holidays:

New Year's Day  
Dr. Martin Luther King Jr. Day  
President's Day  
Memorial Day  
Juneteenth Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
Christmas Day



Usually these holidays are observed on the actual date of the holiday. However, when one of the above holidays falls on a Saturday, the holiday will generally be observed on the preceding Friday; if the holiday falls on a Sunday, it will generally be observed on the following Monday.

Unless previously approved by Senior Administration, nonexempt Staff and Teachers must work their entire shift on their regularly scheduled work days preceding and following the holiday to be eligible to receive pay for the holiday.

When holidays fall or are celebrated on a regular work day, eligible Staff will receive one (1) day's pay at their regular straight-time rate. Eligible non-exempt Staff and Teachers who are called in to work on a holiday will receive one (1) day's pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day, or the eligible employee will receive an additional day off for working on the holiday at the option of the School.

Holiday pay will not be counted as hours worked for the purposes of determining overtime pay.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in lieu of the vacation day.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate).

### **3-3. Paid Leave**

#### **Paid Time Off Leave Non-Instructional Staff**

In lieu of paid school breaks, Leman Academy of Excellence offers Paid Leave to full-time Non-Instructional Staff. Eligible Staff begin to accumulate leave time upon hire and are eligible to use leave time as it accumulates.

Time Off Accumulation Full Time Non-Instructional Staff:

<b>Years of Service</b>	<b>Accumulation Amount per Hour Worked</b>	<b>Maximum Annual Accumulation Amount</b>
0-4 years	0.108 hours	<u>80 hours</u>
5 – 9 years	0.144 hours	<u>120 hours</u>
10 years and above	0.245 hours	<u>160 hours</u>

During an unpaid leave of absence, Staff and Teachers will not accumulate leave time.

Upon termination of employment, Staff will be paid for unused accumulated leave.

#### **Paid Time Off Leave Instructional Staff and Part-time Staff**

Paid Time Off leave is available to all full-time instructional staff and part-time. Staff begin to accumulate leave upon hire and are eligible to use leave as it accumulates.

The leave benefit replaces traditional personal day plans with a consolidated benefit that provides staff more discretion and flexibility in the use of paid time for planned and unplanned absences. Paid Time Off Leave will not accumulate for overtime hours, unpaid leaves of absence, or once employment is terminated.

PTO Leave Accumulation (Full Time Instructional Staff):

Accumulation Amount per Hour Worked	Maximum Annual Accumulation Amount
0.093 hours	<u>40 hours</u>

During an unpaid leave of absence, Staff will not accumulate PTO leave time.

To take PTO leave, staff must request approval from their supervisor at least two 2 week in advance of the anticipated time off. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Although we will attempt to accommodate a timely request, we cannot guarantee that such a request will be granted on all occasions. In case of a conflict between two requests, we will generally use length of service with the Company as a baseline for determination, although certain exceptions may apply in a particular case.

Staff who will be out of work due to illness must call in and notify their supervisor as early as possible, but no later than one (1) hour prior to the start of their workday.

PTO leave is paid at the employee's base pay rate at the time PTO leave is taken. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

PTO leave will not be counted as hours worked for the purposes of determining overtime pay. In some situations Staff will be "borrowing" PTO leave because time off may be scheduled before the employee has actually accumulated PTO leave. "Borrowing" PTO leave within the fiscal year is perfectly acceptable; however, if he/she leaves employment before actually accumulating PTO leave already taken, pay for time not accumulated will be recovered, unless otherwise mandated by state law.

Employees requesting Unpaid Time Off, must first use their accrued vacation or PTO. If the employee has no accrued vacation or PTO it will be considered Unpaid Time Off.

The Optional Annual PTO buy back for current full-time Teachers takes place in June of each year. Full-time Teachers that wish to purchase up to 40 hours of PTO can do so at the Guest Teacher Rate. Requests must be made in writing and submitted to the Human Resources Department on or before May 1st of each year.

\*Note: Administrative Staff will not receive paid school breaks i.e. Fall Break, Winter Break, Weather Breaks, Spring Break, or Summer Break. Administrative staff are required to work their regularly scheduled shift, or submit PTO leave requests (supervisor approval required) to be paid during school observed breaks.

### **Colorado Sick and Safe Leave Policy (All Staff - Front load method)**

In accordance with Colorado law, effective as of July 1, 2022, Leman Classical School will grant all employees forty-eight (48) hours of Sick and Safe leave per plan year, front-loaded to the employee's sick leave bank on July 1 annually, or upon hire, for immediate use.

For purposes of this policy, the plan year is the consecutive twelve (12) month period beginning on July 1 and ending on June 30. Employees will not be paid for unused Sick and Safe leave at the end of the plan year or at the time of separation of employment for any reason. Unused Sick and Safe leave remaining at the end of the plan year will not carry forward for use in a subsequent plan year.

### **Covered Usage:**

Employees may use up to 48 hours of Sick and Safe leave per plan year. Sick and Safe leave is paid at the employee's regular rate of pay and may be used in one (1) hour increments. An employee may not use more than 48 hours of Sick and Safe leave in any plan year.

Employees may use Sick and Safe leave for any of the following reasons as intended to comply with Colorado Healthy Families and Workplaces Act:

1. An employee's mental or physical illness, injury, or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; an employee's need for preventive medical care;
2. Care of a family member with a mental or physical illness, injury, or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury, or health condition; care of a family member who needs preventive medical care;
3. Absences related to a public health emergency, as identified in the Public Health Emergency Leave policy.
4. A public official who orders the closure of an employee's place of business or the school or place of care of an employee's child and the employee needs to care for the child
5. Closure of the employee's place of business by order of a public official due to a public health emergency or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency, or care for oneself or a

family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or family member's presence in the community may jeopardize the health of others because of his or her exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease; or

6. Absence necessary due to domestic violence, sexual violence, abuse or stalking, provided the leave is to allow the employee to obtain for the employee or the employee's family member: (a) medical attention needed to recover from physical or psychological injury or disability caused by domestic violence, sexual violence, abuse or stalking; (b) services from a domestic violence or sexual violence program or victim services organization; (c) psychological or other counseling; (d) relocation or taking steps to secure an existing home due to the domestic violence, sexual violence, abuse or stalking; or (e) legal services, including but not limited to preparing for or participating in any civil or criminal legal proceeding related to or resulting from the domestic violence, sexual violence, abuse or stalking.

For purposes of this policy, family member includes (regardless of age): a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in-loco-parentis or an individual to whom the employee stood in loco parentis when the individual was a minor; a biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child; spouse or domestic partner; a grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

An employee's use of sick and safe leave will not be conditioned upon searching for or finding a replacement worker.

The Company will assume that, subject to applicable law, employees want to use available sick and safe leave for absences for reasons set forth above and employees will be paid for such absences to the extent they have sick and safe leave available.

Employees should provide their supervisor reasonable advance notice of their intent to use PST, and if the absence is unforeseeable, employees must contact their supervisor as soon as possible, preferably no later than one (1) hour before the employees scheduled start time. When possible, the notification should include the expected duration of the absence. If an employee is seeking to use four (4) or more consecutive workdays of Sick and Safe leave, the employee may be required to provide documentation, such as a doctor's note, to verify the need for the absence and qualification for Sick and Safe leave. Employees are not required to provide any details concerning the health condition or domestic violence incident for yourself or your family member. Any information an employee elects to provide will be kept confidential.

Sick and Safe leave does not count towards the calculation of overtime. Employees who are rehired within nine (9) months of separation will have their prior bank of unused Sick and Safe leave reinstated.

Employee paystubs will list the available Sick and Safe leave amounts, amount of Sick and Safe leave taken that year, and the amount of pay the employee has received through Sick and Safe leave that year. The Company will maintain records of hours worked, wages paid, and Sick and Safe leave paid for four (4) years.

The Company prohibits any discrimination or retaliation against an employee for lawful exercise of Sick and Safe leave rights. Employees will not be disciplined for the lawful use of Sick and Safe leave, but once Sick and Safe leave has been exhausted, the normal rules for unexcused absences will apply.

## **Grey Dates**

Leman Academy hopes to allow all requested time off for our employees, however, throughout the year there are times that having core staff out of the office are detrimental to the organization's health. Thus, the below dates will rarely be approved for Vacation or PTO unless explicitly allowed, in writing, by your Site Principal. Those dates are:

- First two weeks of the school year
- The week before and the week after Fall Break
- The week before and the week after Thanksgiving
- The week before and the week after the Winter Break
- The week before and the week after Spring Break
- The last two weeks of the School year
- The day before and the day after an observed holiday

Leman Academy understands that there are extenuating circumstances like the birth of a grandchild, graduations, etc. As such, for consideration during these blackout dates, your Site Principal will take into account the length of time before your requested date, other requests that have preceded yours and substitute/coverage options. Not all requests will be approved.

## **Notice and Documentation**

Staff are required to make a reasonable effort to schedule the use of earned PTO leave in a manner that does not unduly disrupt business operations. Requests to use earned PTO leave will need to be made electronically using the HR system in place. When the use of earned PTO leave is foreseeable, the employee is required to make a good faith effort to provide notice of the need for such time and the expected duration to his/her direct supervisor in advance of the use of the earned PTO leave.

When the use of earned PTO leave is not foreseeable, the employee is required to provide notice including the expected duration of the absence to his/her direct supervisor at least one (1) hour prior to the start of his/her workday or as soon as possible under the circumstances.

For earned PTO leave of three (3) or more consecutive work days due to sickness, the Company requires reasonable documentation that the earned PTO leave has been used for a covered health purpose. For reason 1 and 2 above, documentation signed by a health care professional indicating that earned PTO leave is necessary and is reasonable. For reason 4 above, any of the following types of documentation selected by the employee is reasonable:

- a police report indicating that the employee or the employee's family member was a victim of domestic violence, sexual violence, abuse, or stalking;
- a protective order; injunction against harassment; a general court order; or other evidence from a court or prosecuting attorney that the employee or employee's family member appeared or is scheduled to appear, in court in connection with an incident of domestic violence, sexual violence, abuse, or stalking;
- a signed statement from a domestic violence or sexual violence program or victim services organization affirming that the employee or employee's family member is receiving services related to domestic violence, sexual violence, abuse, or stalking;
- a signed statement from a witness advocate affirming that the employee or employee's family member is receiving services from a victim services organization;
- a signed statement from an attorney, member of the clergy, or a medical or other professional affirming that the employee or employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking; or
- an employee's written statement affirming that the employee or the employee's family member is a victim of domestic violence, sexual violence, abuse, or stalking, and that the earned vacation and PTO was taken for one of the purposes described above.

Documentation provided to the Company should not explain the nature of the employee's or a family member's health condition or the details of the domestic violence, sexual violence, abuse or stalking. All information provided will be kept confidential.

### **Carryover and Payment**

Earned PTO leave will be paid at the same hourly rate the employee earns from his/her employment at the time the employee uses such time, but no less than the applicable minimum wage, unless otherwise required by applicable law. Use of earned PTO leave is not considered hours worked for purposes of calculating overtime.

Unused earned PTO leave will also be paid out upon separation of employment to full time staff. If an employee's employment with the Company ends and the employee is rehired by the Company within nine (9) months from the date of separation, that employee will be hired back under their previous seniority level.

### **Enforcement & Retaliation**

Retaliation against an employee who requests or uses earned vacation and PTO is prohibited. An employee has the right to file a complaint if earned vacation and PTO as required by law is denied by an employer or if he/she is subjected to retaliation for requesting or taking earned vacation and PTO . Once sick time is exhausted the normal rules for unexcused absences will apply.

The Colorado Department of Labor's contact information is as follows: 633 17th Street, Suite 201, Denver, CO 80202-3660 / 1-800-388-5515 / [www.colorado.gov](http://www.colorado.gov)

Questions about rights and responsibilities under the law can be answered by Human Resources.

## **3-5. Lactation Breaks**

The School will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for her infant child, for one (1) year after the child's birth, in accordance with and to the extent required by applicable law. The break time, if possible, must run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided to the employee, the break time will be unpaid, subject to applicable law.

The School will make reasonable efforts to provide the use of a functional room or location other than a toilet stall for the employee to express milk in private that is free from intrusion from

co-workers and the public that includes access to an electrical outlet. This location may be the employee's private office, if applicable.

The School may not be able to provide additional break time if doing so would seriously disrupt the School's operations, subject to applicable law. Staff and Teachers should consult the Human Resources Department if they have questions regarding this policy.

Staff and Teachers should advise Senior Administration if they need break time and an area for this purpose. Staff and Teachers will not be discriminated against or retaliated against for exercising their rights under this policy.

### **3-6. Insurance Programs**

Leman Academy of Excellence makes various benefits available to Staff and Teachers. To learn about them and to determine eligibility, Staff and Teachers should consult the Summary of Benefits and Coverage (SBC) and other material available for each plan.

### **3-7. Workers' Compensation**

On-the-job injuries are covered by Workers' Compensation Insurance, which is provided at no cost to Staff and Teachers. If an employee is injured on the job, no matter how slightly, the incident must be reported to the employee's supervisor within 24 hours. Failure to follow School procedures may affect the employee's ability to receive Workers' Compensation benefits.

Staff and Teachers who need to miss work due to a workplace injury may be placed on a leave of absence. Any leave of absence due to a workplace injury runs concurrently with all other School leaves of absence. Reinstatement from leave is guaranteed only if required by law. For more information, Staff and Teachers should refer to the Leaves of Absence section of this handbook.

### **3-8. Colorado PERA**

Colorado PERA provides retirement and other benefits to employees who provide valuable services to all of Colorado. To schedule an appointment with PERA please visit [copera.org](https://copera.org) or contact them at 1-800-759-7372.

## **Section 4 - Leaves of Absence**



In addition to the leave of absence policies listed in this section of the employee handbook, Staff and Teachers may also be eligible for additional leave considerations under the Americans with Disabilities Act (ADA).

## **4-1. Family and Medical Leave**

Leman Academy of Excellence complies with the Family and Medical Leave Act of 1993 (FMLA). The federal Family and Medical Leave Act of 1993 as amended in 2008 requires employers with 50 or more Staff and Teachers to provide eligible Staff and Teachers with unpaid leave. There are two types of leave available, including the basic 12-week leave entitlement (Basic FMLA Leave), as well as the military family leave entitlements (Military Family Leave) described in this policy.

In addition to FMLA leave, Staff and Teachers may also be eligible for leave under a similar state law. For information regarding eligibility, call the Human Resources Department.

### **Eligibility for FMLA Leave**

Staff and Teachers are eligible for FMLA leave if they:

1. Have worked for the School for at least 12 months; *and*
2. Have worked at least 1,250 hours for the School during the 12 calendar months immediately preceding the request for leave \*; *and*
3. Are employed at a worksite that has 50 or more Staff and Teachers within a 75-mile radius.

*\* Special hours of service eligibility requirements apply to airline flight crew Staff and Teachers.*

### **Basic FMLA Leave**

Eligible Staff and Teachers may take up to 12 weeks of leave during a 12 month period as specified herein under FMLA. We use a rolling 12-month period measured backwards from the date the employee uses FMLA leave when available FMLA is calculated. Staff and Teachers who meet the eligibility requirements described above are eligible to take up to 12 weeks of unpaid leave during any 12-month period for one of the following reasons:

- To care for the employee's son or daughter during the first 12 months following birth; *or*
- To care for a child during the first 12 months following placement with the employee for adoption or foster care; *or*
- To care for a spouse, son, daughter, or parent ("covered relation") with a serious health condition; *or*
- For incapacity due to the employee's pregnancy, prenatal medical or childbirth; *or*

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- Because of the employee's own serious health condition that renders the employee unable to perform an essential function of his/her position.

## **Married Couples**

Married couples who are eligible for FMLA leave and are employed by the same covered employer may be limited to a *combined total* of 12 weeks of leave during any 12-month period if the leave is taken for the placement of the employee's son or daughter or to care for the child after placement, for the birth of the employee's son or daughter or to care for the child after birth, or to care for the employee's parent with a serious health condition.

The definition of spouse is those individuals that are in a lawfully recognized opposite sex, same sex, or common law marriage, regardless of where they live.

## **Serious Health Condition**

A serious health condition is an 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 from performing the functions of the employee's job, or prevents the qualified family member from participating in school or daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive calendar days combined with at least two (2) visits to a health care provider or one (1) 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.

## **Military Family Leave**

There are two types of Military Family Leave available.

1. **Qualifying Exigency Leave.** Staff and Teachers meeting the eligibility requirements described above may be entitled to use up to 12 weeks of their Basic FMLA Leave entitlement to address certain qualifying exigencies. Leave may be used if the employee's spouse, son, daughter or parent, is on covered active duty or called to covered active duty. "Covered active duty" generally applies to members of the Regular Armed Forces during deployment of the member with the Armed Forces to a foreign country, or for members of the Reserve components of the Armed Forces (members of the National Guard and Reserves) during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in support of a contingency operation. "Covered active duty" may also include other contingency operations as declared by Congress or the President pursuant to applicable law. "Deployment to a foreign country" includes deployment to international waters.

Qualifying exigencies may include:

- Short-notice deployment (up to seven (7) days of leave)
- Attending certain military events
- Arranging for alternative childcare or parental care
- Addressing certain financial and legal arrangements
- Periods of rest and recuperation for the service member (up to 15 days of leave)
- Attending certain counseling session
- Attending post-deployment activities (available for up to 90 days after the termination of the covered service members' active duty status)
- Other activities arising out of the service member's active duty or call to active duty and agreed upon by the School and the employee

2. **Leave to Care for a Covered Service Member and/or Veterans.** There is also a special leave entitlement that permits Staff and Teachers who meet the eligibility requirements for FMLA leave to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. A covered service member is either: (1) a current member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is in outpatient status, or is on the temporary disability retired list, for a serious injury or illness; or (2) a veteran of the Armed Forces (including the National Guard or Reserves) discharged within the five-year period before the family member first takes military caregiver leave to care for the veteran and who is undergoing medical treatment, recuperation, or therapy for a qualifying serious injury or illness. A veteran who was dishonorably discharged does not meet the FMLA definition of a covered service member. A "serious injury or illness" includes not only a serious injury or illness that was incurred by the member in line of duty on active duty but also a serious injury or illness that 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 that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating. For veterans, a "serious injury or illness" is generally a qualifying injury or illness that was incurred by the member in 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.

When both married individuals work for the same employer, the aggregate amount of leave that can be taken by the married individuals to care for a covered service member or veteran is 26 weeks in a single 12-month period.

## **Use of Leave**

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Staff and Teachers must

make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations.

Military Family Leave due to qualifying exigencies may also be taken on an intermittent basis. Leave may not be taken on an intermittent basis when used to care for the employee's own child during the first year following birth, or to care for a child placed with the employee for foster care or adoption, unless both the employer and employee agree to such intermittent leave.

### **Employee Responsibilities when Requesting FMLA Leave**

If the need to use FMLA leave is foreseeable, the employee must give the School at least 30 days' prior notice of the need to take leave. When 30 days' notice is not possible, the employee must give notice as soon as practicable (within 1 or 2 business days of learning of the need for leave except in extenuating circumstances).

Failure to provide such notice may be grounds for delaying the start of the FMLA leave. Whenever possible, requests for FMLA leave should be submitted to the employee's worksite using the Employee Application for Leave form available from Human Resources or the employee's supervisor.

When submitting a request for leave, the employee must provide sufficient information for the School to determine if the leave might qualify as FMLA leave, and also provide information on the anticipated date when the leave would start as well as the duration of the leave. Sufficient information may include that the employee is unable to perform job functions; that a family member is unable to perform daily activities; that the employee or family member needs hospitalization or continuing treatment by a healthcare provider; or the circumstances supporting the need for military family leave. Staff and Teachers also must inform the School if the requested leave is for a reason for which FMLA leave was previously taken or certified. Staff and Teachers also will be required to provide a certification and periodic recertification supporting the need for leave.

### **Medical Certification**

If the employee is requesting leave because of the employee's own or a covered relation's serious health condition, the employee and the relevant healthcare provider must supply appropriate medical certification. Staff and Teachers will obtain a Medical Certification form from the Human Resources Department. When the employee requests leave, the School will notify the employee of the requirement for medical certification and when it is due no more than five

(5) days after the employee requests leave. If the employee provides at least 30 days' notice of medical leave, he/she should also provide the medical certification before the leave begins.

Failure to provide requested medical certification in a timely manner may result in denial of leave until it is provided. The School, at its expense, may require an examination by a second healthcare provider designated by the School, if it reasonably doubts the medical certification initially provided. If the second healthcare provider's opinion conflicts with the original medical

certification, the School, at its expense, may require a third, mutually agreeable, healthcare provider to conduct an examination and provide a final and binding opinion. The School may require subsequent medical recertification. Failure to provide requested certification within 15 days, except in extenuating circumstances, may result in the delay of further leave until it is provided.

### **Employer Responsibilities**

When an employee requests leave the School will inform the employee whether he/she is eligible. If the employee is eligible, the employee will be given a written notice that includes details on any additional information he/she will be required to provide. If the employee is not eligible under the FMLA, the School will provide the employee with a written notice indicating the reason for ineligibility. If leave will be designated as FMLA-protected, the Personnel Office will inform the employee in writing and provide information on the amount of leave that will be counted against their 12 or 26 week entitlement.

### **Pay, Benefits, and Protections during FMLA Leave**

**Leave is unpaid.** Family medical leave is unpaid if leave is taken because of an employee's own serious health condition (although Staff and Teachers may be eligible for short or long-term disability payments and/or workers' compensation benefits under those insurance plans).

**Substitution of paid time off for unpaid leave.** If an employee does not choose to substitute accumulated paid leave, the employer may require the employee to substitute accumulated paid leave for unpaid FMLA leave, as determined by the terms and conditions of the worksite employer's leave policy.

For leave taken for a qualifying exigency, an employee may elect or the worksite employer may require substitution of paid personal, vacation, or family leave time for unpaid FMLA leave. The same rules apply as if the employee took FMLA leave to care for a family member with a serious health condition or for the birth or placement of a child.

For leave to care for a seriously injured or ill family member in the military an employee may substitute paid personal, vacation, family leave, sick, or medical leave time for unpaid FMLA leave. The same rules apply as if the employee took leave for his/her own serious health condition. The worksite employer will not provide paid sick leave or paid medical leave in any situation in which the worksite employer would not normally provide any such paid leave.

Workers' compensation leave runs concurrent with FMLA. For a leave due to a workers' compensation injury the employee will be placed on FMLA leave automatically without a specific request from the employee (medical certification) if the injury meets FMLA criteria.

**Medical and other benefits.** During an approved FMLA leave, the School will maintain the employee's health benefits as if the employee continued to be actively employed. If paid leave is substituted for unpaid family medical leave, the School will deduct the employee's portion of the health plan premium as a regular payroll deduction. Health insurance benefits will not be maintained after the twelve (12) week FMLA period expires if the employee does not return to work; however, the employee will be entitled to his/her applicable rights under COBRA.

Seniority and employment benefits do not accumulate during an FMLA, but any such benefits that have accumulated before the leave is taken will not be lost.

**Return to job at the end of FMLA leave.** Upon return from FMLA leave, Staff and Teachers will be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms.

If an employee fails to return to work on the day noted on the leave request (or on such date subsequently agreed for return), it will be considered a voluntary resignation by the employee. A leave request may be investigated at the discretion of the School and any deliberate falsification of an FMLA leave request or medical certification may result in disciplinary action, up to and including termination. Staff and Teachers with questions about their rights or responsibilities under the FMLA should ask their supervisor or contact the Personnel Office.

### **Intermittent and Reduced-Schedule Leave**

Leave because of a serious health condition, or either type of family military leave may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced schedule leave (reducing the usual number of hours worked per workweek or workday) if medically necessary. If leave is unpaid, the School will reduce the employee's salary based on the amount of time actually worked. In addition, while an employee is on an intermittent or reduced schedule leave that is based on planned medical treatment, or period of recovery, for the employee, a family member, or a covered service member, or if the School agrees to permit intermittent or reduced schedule for the birth of a child or for placement of a child for adoption or foster care, the School may temporarily transfer the employee to an available alternative position that better accommodates the recurring leave and which has equivalent pay and benefits.

### **Unlawful Acts by Employers**

FMLA makes it unlawful for any employer to:

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

### **Enforcement**

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

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

**Other leaves of absence**, such as bereavement, personal, and sick (not considered under FMLA) are determined by the worksite employer. FMLA will run concurrently, where required, with any state mandated leave laws. This policy supersedes any policies that may have been issued prior to the revision date shown below.

## **4-2. Personal Leave**

For Staff and Teachers that are ineligible for any other School leaves of absence, Leman Academy of Excellence, under certain circumstances, may grant a personal leave of absence without pay. A written request for a personal leave should be presented to Human Resources and Senior Administration at least four (4) weeks before the anticipated start of the leave. If the leave is requested for medical reasons and the employee is not eligible for leave under the federal Family and Medical Leave Act (FMLA) or any state leave law, medical certification also must be submitted. Employee requests will be considered on the basis of staffing requirements and the reasons for the requested leave, as well as performance and attendance records. Normally, a leave of absence will be granted for a period of up to eight (8) weeks.

Under unusual circumstances a personal leave may be extended if, prior to the end of leave, the employee submits a written request for an extension to Human Resources and Senior Administration and the request is granted. During a leave, Staff and Teachers will not accumulate PTO, vacation, personal, or sick time.

When return to work is anticipated, Staff and Teachers must notify Senior Administration of their expected return date. This notification should be made at least one (1) week before the end of the employee's leave.

Upon completion of a personal leave of absence, the School will attempt to return the employee to his/her original job, or to a similar position, subject to prevailing business considerations. Reinstatement, however, is not guaranteed.

Failure to advise the Human Resources Department of availability to return to work, failure to return to work when notified, or continued absence from work beyond the time approved by the School may be considered a voluntary resignation of the employee's employment.

## **4-3. Military Leave**

Staff and Teachers who are called into active military service or who enlist in the uniformed services will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, Staff and Teachers must provide Senior Administration with advance notice of their service obligations unless prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable for them to provide such notice. Provided their absence

does not exceed applicable statutory limitations, Staff and Teachers will retain reemployment rights and accumulate seniority and benefits in accordance with applicable federal and state laws. Please ask Senior Administration for further information about eligibility for Military Leave.

Staff and Teachers who are required to attend yearly Reserves or National Guard duty can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). Staff and Teachers should give Senior Administration as much advance notice as possible of the need for military leave so that the School can maintain proper coverage while the employee is away.

#### **4-4. Jury Duty**

Leman Academy of Excellence, Inc. realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All Staff and Teachers will be allowed time off to perform such civic service as required by law.

Staff and Teachers are expected, however, to provide Human Resources with proper prior notice and any notice of a request to perform jury duty and verification of their service.

Staff and Teachers also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, Staff and Teachers may be asked to try to postpone jury duty.

Staff and Teachers on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt Staff and Teachers will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the School during such week. Jury duty pay is now taxable under the new tax laws. The pay is taxable even if it is turned into the School. Any associate who wishes to do so, may keep the jury duty pay and have that amount subtracted from his/her pay for that pay period. The other option is to submit any compensation paid by the courts for jury duty to Human Resources. The staff member will then receive his/her regular pay. In either case, proof of jury pay is required. If travel expense reimbursement is included in the pay from the court, this portion will not be considered jury pay.

#### **4-5. Witness Leave**

An employee called to serve as a witness in a judicial proceeding will be granted leave without pay. Staff and Teachers may use available PTO to cover the period of absence.

Staff and Teachers subpoenaed for witness duty must notify their supervisor as soon as possible.



## **4-6. Voting Leave**

In the event an employee does not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, Staff and Teachers should notify their supervisor at least two (2) days prior to the Election Day.

## **4-7. Leave for Crime Victims**

Leman Academy of Excellence allows eligible Staff and Teachers who have been victims of crime to take unpaid time away from work to exercise their right to be present at legal proceedings related to the crime

As defined in ARS § 13-4401, a “victim” is (1) a person against whom a criminal offense has been committed, or (2) if the person is killed or incapacitated, the person’s immediate family (victim’s spouse, parent, child, sibling, grandparent or lawful guardian) or other lawful representative (person who is designated by the victim or appointed by the court and who acts in the best interests of the victim), except if the person is in custody for an offense or is the accused.

The School may require Staff and Teachers to use any available PTO time to be compensated during this leave. Staff and Teachers should check with their supervisor for clarification.

While there is no maximum leave time allocated for Crime Victims Leave, the School reserves the right to limit the leave provided under the law if the leave creates an undue hardship to the School’s business.

### **Notice and Documentation**

Requests for Crime Victims Leave must be made to the employee’s immediate supervisor or the Senior Administrator, providing as much notice as practical. In making this request, the employee shall provide:

- a copy of the form provided to employee by the law enforcement agency; *and*
- a copy of the notice of each scheduled proceeding that is provided to the victim by the responsible agency.

### **Confidentiality**

To the extent allowed by law, Leman Academy of Excellence must maintain the confidentiality of any employee requesting leave, as well as the confidentiality of any information related to the employee's leave under the law.

## **Retaliation**

Leman Academy of Excellence is prohibited from interfering with, restraining, or denying rights provided by this law. Leman Academy of Excellence may not discriminate in any way against an employee for taking leave under this law.

## **4-8. Bereavement Leave**

We know the death of a family member is a time when Staff and Teachers wish to be with the rest of their family. Paid bereavement leave will be granted according to the following schedule:

Employees are allowed up to four consecutive days off from regularly scheduled duty with regular pay in the event of the death of the employee's spouse, child, father, father-in-law, mother, mother-in-law, son-in-law, daughter-in-law, brother, sister, stepfather, stepmother, stepbrother, stepsister, stepson or stepdaughter. To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative.

Employees are allowed two days off from regular scheduled duty with regular pay in the event of death of the employee's brother-in-law, sister-in-law, aunt, uncle, grandparent, grandchild or spouse's grandparent.

To be eligible for paid bereavement leave, the employee generally must attend the funeral of the deceased relative. Employees are allowed up to four hours of bereavement leave to attend the funeral of a fellow regular employee or retiree of the company, provided such absence from duty will not interfere with normal operations of the company. Verification of the need for the leave is required and must be submitted to the Human Resources Department before leave is paid.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. An employee may, with his or her supervisor's approval, use any available vacation for additional time off as necessary.

Bereavement pay is calculated based on the base pay rate at the time of absence, and it will not include any special forms of compensation such as incentives, commissions, bonuses, overtime or shift differentials.

## **Section 5 - General Standards of Conduct**

### **5-1. Workplace Conduct**

Leman Academy of Excellence endeavors to maintain an ethical, moral and positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, integrity, morality, common sense and fairness.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including termination, in the School's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

- Obtaining employment on the basis of false or misleading information.
- Stealing, removing or defacing Leman Academy of Excellence property or co-worker's property, and/or disclosure of confidential information.
- Completing another employee's time records.
- Dishonesty.
- Violation of safety rules and policies.
- Violation of the Leman Academy of Excellence Drug and Alcohol Free Workplace Policy.
- Fighting on the job or serious breach of acceptable behavior, including but not limited to using obscene, abusive, or threatening language or gestures.
- Disrupting the work of others.
- Any violation of the Leman Academy of Excellence Workplace Violence Policy.
- Theft, attempted theft, unauthorized removal or unauthorized possession of the School's property or property of other Staff and Teachers or customers.
- Insubordination or disobedience of a lawful Senior Administration directive.
- Deliberate omission, falsification, or fraudulent alteration of any document or record.
- Immorality: defined as a course of conduct that offends the morals of the community diminishes the or sets a bad example to the scholars in the community we serve. This is to further mean extra marital affairs that are known to Senior Administration specifically when they are with co-workers or affect the organization in a negative manner.
- Fraternization; to further mean a relationship that is formed by two employees that creates a negative work environment because of relational problems, or supervisors dating their employees leading to favoritism.
- Failure to report to work after the expiration of a leave of absence.
- Use of foul or inappropriate language.
- Loitering, sleeping or loafing during work time, or leaving a work area without the permission of Senior Administration.

- Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness or unexcused absences.
- Gambling on School property.
- Stopping work prior to the end of any shift without Senior Administration permission.
- Willful or careless destruction or damage to School assets or to the equipment or possessions of another employee.
- Excessive, unnecessary, or unauthorized use of the School's property and supplies, particularly for personal purposes.
- Performing work of a personal nature during working time.
- Aiding a competitor or any act that intends to inflict injury upon the School.
- Violation of the Solicitation and Distribution Policy.
- Violation of the Lemman Academy of Excellence Discrimination, Harassment and Retaliation or Equal Employment Opportunity Policies.
- Violation of the Communication and Computer Systems Policy.
- Unsatisfactory job performance.
- Any other violation of School policy.

## **5-2. Scholar Interaction Policy**

### **Staff/Scholar Interaction Policy**

Leman Academy of Excellence, Inc recognizes its responsibility to make and enforce all rules and regulations governing Scholar and employee behavior to bring about the safest and most learning-conducive environment possible.

**Corporal Punishment** Corporal punishment shall not be used as a disciplinary measure against any Scholar. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a Scholar. For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, Scholars, staff or other persons or to prevent damage to property.

For clarification purposes, the following examples are offered for direction and guidance of School personnel:

#### **A. Examples of PERMITTED actions (NOT corporal punishment)**

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1. Stopping a Scholar from fighting with another Scholar;
2. Preventing a pupil from committing an act of vandalism;
3. Defending yourself from physical injury or assault by a Scholar;
4. Forcing a pupil to give up a weapon or dangerous object;
5. Requiring an athletic team to participate in strenuous physical training activities designed to strengthen or condition team members or improve their coordination, agility, or physical skills;
6. Engaging in group calisthenics, team drills, or other physical education or voluntary recreational activities.

#### **B. Examples of PROHIBITED actions (corporal punishment)**

1. Hitting, shoving, pushing, or physically restraining a Scholar as a means of control;
2. Making unruly Scholars do push-ups, run laps, or perform other physical acts that cause pain or discomfort as a form of punishment;
3. Paddling, swatting, slapping, grabbing, pinching, kicking, or otherwise causing physical pain.

#### **Acceptable and Unacceptable Staff/Scholar Behavior**

This policy is intended to guide all School faculty and staff in conducting themselves in a way that reflects the high standards of behavior and professionalism required of school employees and to specify the boundaries between Scholars and staff. Although this policy gives specific, clear direction, it is each staff member's obligation to avoid situations that could prompt suspicion by parents, Scholars, colleagues, or school leaders. One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

For the purposes of this policy, the term "boundaries" is defined as acceptable professional behavior by staff members while interacting with a Scholar. Trespassing the boundaries of a Scholar/teacher relationship is deemed an abuse of power and a betrayal of public trust. Some activities may seem innocent from a staff member's perspective, but can be perceived as flirtation or sexual insinuation from a Scholar or parent point of view. The objective of the following lists of acceptable and unacceptable behaviors is not to restrain innocent, positive relationships between staff and Scholars, but to prevent relationships that could lead to, or may be perceived as sexual misconduct. Staff must understand their own responsibility for ensuring that they do not cross the boundaries as written in this policy. Disagreeing with the wording or intent of the established boundaries will be considered irrelevant for disciplinary purposes.

Thus, it is crucial that all employees learn this policy thoroughly and apply the lists of acceptable and unacceptable behaviors to their daily activities. Although sincere, competent interaction with Scholars certainly fosters learning, Scholar/staff interactions must have boundaries surrounding potential activities, locations and intentions. **Duty to Report Suspected Misconduct** When any employee becomes aware of another staff member having crossed the boundaries specified in this policy, he or she must speak to this staff member if the violation appears minor, or report the matter to school administrators. If the observed behavior appears significant, it is the duty of every staff member to immediately report it to an administrator. All reports shall be confidential. It is the duty of the administrator to investigate and thoroughly report the situation. Employees must also report to the administration any awareness or concern of Scholar behavior that crosses boundaries or where a Scholar appears to be at risk for sexual abuse.

#### Unacceptable Staff/Scholar Behaviors (Violations of this Policy)

- A. Giving gifts to an individual Scholar that are of a personal and intimate nature.
- B. Kissing of any kind.
- C. Any type of unnecessary physical contact with a Scholar in a private situation.
- D. Intentionally being alone with a Scholar away from the school.
- E. Making or participating in sexually inappropriate comments.
- F. Sexual jokes.
- G. Seeking emotional involvement with a Scholar for your benefit.
  
- H. Listening to or telling stories that are sexually oriented.
- I. Discussing inappropriate personal troubles or intimate issues with a Scholar in an attempt to gain their support and understanding.
- J. Becoming involved with a Scholar so that a reasonable person may suspect inappropriate behavior.
- K. Unacceptable Staff/Scholar Behaviors without Parent and Supervisor Permission (These behaviors should only be exercised when a staff member has parent and supervisor's permission.)
- L. Giving Scholars a ride to/from school or school activities.
- M. Being alone in a room with a Scholar at school with the door closed.
- N. Allowing Scholars in your home.

**Cautionary Staff/Scholar Behaviors** (These behaviors should only be exercised when a reasonable and prudent person, acting as an educator, is prevented from using a better practice or behavior. Staff members should inform their supervisor of the circumstance and occurrence prior to or immediately after the occurrence)

- A. Remarks about the physical attributes or development of anyone.
- B. Excessive attention toward a particular Scholar.

- C. Sending emails, text messages or letters to Scholars if the content is not about school activities

#### Acceptable and Recommended Staff/Scholar Behaviors

- A. Getting parents' written consent for any after-school activity.
- B. Obtaining formal approval to take Scholars off school property for activities such as field trips or competitions.
- C. E-mails, text, phone and instant messages to Scholars must be very professional and pertaining to school activities or classes (Communication should be limited to school technology).
- D. Keeping the door open when alone with a Scholar.
- E. Keeping reasonable space between you and your Scholars.
- F. Stopping and correcting Scholars if they cross your own personal boundaries.
- G. Keeping parents informed when a significant issue develops about a Scholar.
- H. Keeping after-class discussions with a Scholar professional and brief.
- I. Asking for advice from fellow staff or administrators if you find yourself in a difficult situation related to boundaries.
- J. Involving your supervisor if a conflict arises with the Scholar.
- K. Informing the Principal about situations that have the potential to become more severe.
- L. Making detailed notes about an incident that could evolve into a more serious situation later.
- M. Recognizing the responsibility to stop unacceptable behavior of Scholars or coworkers.
- N. Asking another staff member to be present if you will be alone with any type of special needs Scholar.
- O. Asking another staff member to be present when you must be alone with a Scholar after regular school hours.
- P. Giving Scholars praise and recognition without touching them.
- Q. Pats on the back, high fives and handshakes are acceptable.
- R. Keeping your professional conduct a high priority.
- S. (Asking yourself if your actions are worth your job and career.

#### **Inappropriate Interaction with a Scholar Reporting Procedure**

As stated in the above policy outline, One viable standard that can be quickly applied, when you are unsure if certain conduct is acceptable, is to ask yourself, "Would I be engaged in this conduct if my family or colleagues were standing next to me?" The additional question to ask yourself is, "Would I be comfortable with the interaction if it were a stranger and my child?"

Reporting inappropriate interaction is not only necessary but mandated to all employees.

Reporting procedures are to be followed regardless of whether it be a colleague, supervisor,

Administrator or Senior Administrator. The safety of our scholars has to be the highest priority. As such, reporting procedures and investigative procedures are as below:

### **Inappropriate Scholar Interaction Grievance Reported by a Parent**

1. Immediately send a “notice of grievance” email to: Supervisor, Site Principal and Human Resources Director
2. If you are in a Leadership position, including Vice Principal, Principal, HR position, or other supervisory role, interview the Parent with at least one other individual in the room.
3. DO NOT ask probing questions, allow that to be the Human Resources Manager or Senior Administration to ask those questions.
4. Write a detailed report that includes, how it was reported, any person that is involved and all that was stated.
5. Send a report to your Site Principal, Human Resources Manager and CEO
6. Inappropriate Scholar Interaction Grievance Reported by a Scholar
7. Immediately send a “notice of grievance” to: Supervisor, Site Principal and Human Resources
8. Immediately after that “notice of grievance” call the Scholar’s parents and notify them of the allegations. Ask them to come to the school immediately so that a report can be taken asap.
9. Wait for the parents to question the child
10. If you are in a Leadership position, including Vice Principal, Principal, HR position, or other supervisory role, interview the Parent and Scholar with at least one other individual in the room.
11. DO NOT ask probing questions, allow that to be the Principal, Human Resources Manager or Senior Administration to ask those questions.
12. Should the grievance be founded, follow “must Report” laws in reporting the conduct to the authorities.
13. Write a detailed report that includes, how it was reported, any person that is involved and all that was stated.
14. Send a report to your Site Principal, Human Resources Manager and CEO
15. Inappropriate Scholar Interaction Grievance Reported by another Teacher
16. Immediately send a “notice of grievance” email to: Supervisor, Site Principal and Human Resources Manager.
17. If you are in a Leadership position, including Vice Principal, Principal, HR position, or other supervisory role, interview the Teacher with at least one other individual in the room.
18. DO NOT ask probing questions, allow that to be the Principal, Vice Principal or Human Resources to ask those questions.
19. Should the grievance be founded, follow “must Report” laws in reporting the conduct to the authorities and Parents before interviewing the Scholar.



20. Write a detailed report that includes, how it was reported, any person that is involved and all that was stated.
21. Send a report to your Site Principal, Human Resources and the CEO

#### Inappropriate Scholar Interaction Grievance Reported by an Administrator

1. Immediately send a “notice of grievance” contact Human Resources and the CEO immediately
2. Write a detailed report that includes, what was seen and why you felt it necessary to report.
3. Send a report to Human Resources and the CEO

We all play an integral role in keeping our scholars safe on our campus’.

### 5-3. Punctuality and Attendance

Each employee is hired to perform an important function at Leman Academy of Excellence, Inc.. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are expensive, disruptive and place an unfair burden on an employee’s co-workers and supervisor. We expect excellent attendance from each employee. Excessive absenteeism or tardiness will result in disciplinary action, up to and including termination.

#### Attendance Policy:

The purpose of this policy is to set forth Leman Academy of Excellence’s policy and procedures for handling employee absences and tardiness to promote the efficient operation of the company and minimize unscheduled absences.

Punctual and regular attendance is an essential responsibility of each employee at Leman Academy of Excellence. Employees are expected to report to work as scheduled, on time and prepared to start working. Employees also are expected to remain at work for their entire work schedule. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

This policy does not apply to absences covered by the Family and Medical Leave Act (FMLA) or leave provided as a reasonable accommodation under the Americans with Disabilities Act (ADA). These types of leaves of absence are described in separate policies.

#### Absence

“Absence” is defined as the failure of an employee to report for work when he or she is scheduled to work. The two types of absences are defined below:

- Excused absence occurs when all the following conditions are met:
  - The employee provides to his or her supervisor sufficient notice as outlined in the company's time off policy (e.g., vacation, PTO, sick)
  - The absence request is approved in advance by the employee's supervisor.
  - The employee has sufficient accrued paid time off (e.g., vacation, PTO, sick) to cover the absence.
- Unexcused absence occurs when any of the above conditions are not met. If it is necessary for an employee to be absent or late for work because of an illness or an emergency, the employee must notify his or her supervisor as far in advance as possible, but no later than 1 hour before the start of the employee's scheduled starting time on that same day (email is not an approved method to report an absence). In an extenuating circumstance, if the employee is unable to notify their supervisor prior to 1 hour before the start of their scheduled workday, he or she may have someone else notify their supervisor, and/or must notify their supervisor of the absence as soon as possible.

An unexcused absence counts as one (1) occurrence for the purposes of discipline under this policy.

Employees with three or more consecutive days of excused absences because of illness or injury must give Leman Academy of Excellence proof of physician's care and a fitness for duty release prior to returning to work. Failure to submit such proof upon request may result in corrective action.

Employees must take earned paid time off (e.g., vacation, PTO, sick) for every absence unless otherwise allowed by company policy (e.g., leave of absence, bereavement, jury duty).

### **Tardiness and Early Departures**

"Tardiness" is defined as the failure of an employee to report to their assigned work area and be prepared to start work at his or her scheduled start time, including returning from breaks and meal periods.

"Early Departure" is defined as the failure of an employee to work a complete workday due to an early departure without a prior written and/or approved time off request.

Employees are expected to report to work and return from scheduled breaks on time. If employees cannot report to work as scheduled, they must notify their supervisor no later than 1 hour before their regular starting time. This notification does not excuse the tardiness but simply notifies the supervisor that a schedule change may be necessary.

Employees who must leave work before the end of their scheduled shift must notify a supervisor as far in advance as possible.

Tardiness and early departures are each one-half (1/2) an occurrence for the purpose of discipline under this policy. However, if the employee leaves before half their shift is completed, the early departure will be counted as an unexcused absence at one (1) occurrence.

### ***Disciplinary Action***

*Excessive absenteeism* is defined as two or more occurrences of unexcused absence, tardiness, or early departure in a 30-day period and will result in disciplinary action. Five (5) occurrences of unexcused absence, tardiness, or early departure in a rolling 12-month period are considered grounds for termination.

Supervisors should follow the corrective action progression described below to address unscheduled absences, tardiness, and unscheduled early departures. When an employee has accumulated two occurrences, each occurrence thereafter will advance the corrective action process, up to and including termination of employment.

However, Leman Academy of Excellence reserves the right, in its sole discretion, to accelerate, skip, repeat, modify, or take out of sequence, these disciplinary measures, and can effect immediate termination should it be warranted.

- Verbal warning upon two (2) occurrences.
- Written warning upon three (3) occurrences.
- Final warning upon four (4) occurrences.
- Termination of employment upon five (5) occurrences

### **Job Abandonment**

Any employee who fails to report to work for a period of two (2) days or more without notifying his or her supervisor will be considered to have abandoned the job and voluntarily terminated the employment relationship.

#### **5-4. Use of Communication and Computer Systems**

The communication and computer systems are intended for business purposes; however limited personal usage, during non-working time, is permitted if it does not hinder performance of job duties or violate any other School policy. This includes the voice mail, email and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the systems.

Leman Academy of Excellence may access the voicemail and email systems and obtain the communications within the systems, including past voice-mail and email messages, without notice to users of the system, in the ordinary course of business when the School deems it appropriate to do so. The reasons for which the School may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during an employee's absence.

Further, Leman Academy of Excellence may review Internet usage to ensure that such use with School property, or communications sent via the Internet with School property, are appropriate. The reasons for which the School may review Staff and Teachers' use of the Internet with School property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during an employee's absence.

The School may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The School's policies prohibiting harassment, in their entirety, apply to the use of the School's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the School's communication and computer systems are intended for business use, all Staff and Teachers, upon request, must inform Senior Administration of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including termination.

## **5-5. Use of Social Media**

Leman Academy of Excellence, Inc. respects the right of any employee to maintain a blog or web page or to participate in a social networking, Twitter or similar site, including but not limited to Facebook and LinkedIn. However, to protect School interests and ensure Staff and Teachers focus on their job duties, Staff and Teachers must adhere to the following rules:

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- a) Staff and Teachers may not post on a blog or web page or participate on a social networking, Twitter or similar sites during working time or at any time with School equipment or property, unless those activities are part of an employee's job responsibilities.
- b) All rules regarding confidential and proprietary business information apply in full to blogs, web pages, and social networking platforms, such as Twitter, Facebook, LinkedIn, or similar sites. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed in a blog, web page, or social networking site.
- c) Before posting personal photographs, thought should be given as to whether the images reflect on your professionalism.
- d) Photographs relating to alcohol or tobacco use may be deemed inappropriate. Remember, your social networking site is an extension of your personality, and an extension of your professional life and classroom. If it would seem inappropriate to put a certain photograph on the wall, then it should be considered inappropriate to post online.
- e) Staff and Teachers are not permitted to solicit or accept "Friend" Requests from enrolled students on any personal Social Media Account. This includes student's accounts and Lemman Academy of Excellence employee personal accounts.
- f) Staff and Teacher are not permitted to encourage students enrolled at Lemman Academy of Excellence to create Social Media Accounts of any kind.
- g) Whether an employee is posting something on his/her own blog, web page, social networking, Twitter or similar site or on someone else's, if the employee mentions the School and also expresses either a political opinion or an opinion regarding the School's actions that could pose an actual or potential conflict of interest with the School, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the School's position. This is necessary to preserve the School's good will in the marketplace.
- h) Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through a blog, web page, and/or social networking, Twitter or similar site. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. School policies apply equally to employee social media usage.

## **Misconduct**

Social media and electronic communication can be used inappropriately. (e.g., emotional abuse, sexual abuse, bullying, harassment, and hazing). Such communication by staff, teachers, volunteers, administrators, officials, will not be tolerated.

Electronic communication should not contain or relate to any of the following:

1. Drugs or alcohol use;
2. Sexually oriented conversation, sexually explicit language or sexual activity;
3. An adult's personal life, social activities, relationship or family issues, or personal problems; and
4. Inappropriate or sexually explicit pictures.

Any communication concerning a scholar's personal life, social activities, relationships, family issues or personal problems must be transparent, accessible and professional.

Leman Academy of Excellence, Inc. encourages all Staff and Teachers to keep in mind the speed and manner in which information posted on a blog, web page, and/or social networking site is received and often misunderstood by readers. Staff and Teachers must use their best judgment. Staff and Teachers with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including termination. Nothing in the policy is intended to conflict with any rights contained in the National Labor Relations Act.

## **5-6. Personal and School-Provided Portable Communication Devices**

School-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Staff and Teachers have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some Staff and Teachers may be authorized to use their own PCD for business purposes. These Staff and Teachers should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the School's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a School-provided or personal device, Staff and Teachers must comply with applicable School guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles.

If an employee who uses a personal PCD for business resigns or is terminated, the employee will be required to submit the device to the IT department for resetting on or before his/her last day of work. At that time, the IT department will reset and remove all information from the device,

including but not limited to, School information and personal data (such as contacts, emails and photographs). The IT department will make efforts to provide Staff and Teachers with the personal data in another form (e.g., on a disk) to the extent practicable; however, the employee may lose some or all personal data saved on the device.

Staff and Teachers may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of School information. This is the only way currently possible to ensure that all School information is removed from the device at the time of termination. The removal of School information is crucial to ensure compliance with the School's confidentiality and proprietary information policies and objectives.

Please note that whether Staff and Teachers use their personal PCD or a School-issued device, the School's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

## **5-7. Camera Phones/Recording Devices**

Staff and Teachers are prohibited from taking photographs, video, or audio that reasonably could be viewed as malicious, threatening or intimidating, that disparage customers, Staff and Teachers, associates, or suppliers, or that might constitute harassment or bullying. The School reserves the right to apply corrective action, up to and including termination, to remedy any actions, content or images that are pornographic, harassing, and libelous or for anything that creates a hostile work environment based on race, sex, religion or any other protected class.

Staff and Teachers must not disclose or misuse confidential information that is not otherwise available to persons or companies outside of Lemman Academy of Excellence

## **5-8. Inspections**

Leman Academy of Excellence reserves the right, as permitted by law and dictated by the circumstances at hand, to require Staff and Teachers while on School property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on School or client property, and work areas.

This includes, as permitted by law and dictated by the circumstances at hand, lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the School or to its clients. Staff and Teachers are expected to cooperate in the conduct of any search or inspection.

## **5-9. Smoking**

In keeping with the intent of Leman Academy of Excellence to provide a safe and healthful work environment, smoking, including use of e-cigarettes, is prohibited throughout the workplace. This policy applies equally to all Staff and Teachers, customers, and visitors.

## **5-10. Telephone Calls, Postage and Personal Visits**

Staff and Teachers should practice discretion when making local personal calls. Personal use of the telephone for long-distance and toll calls is not permitted. Violation of this policy may result in disciplinary action, up to and including termination and reimbursement of charges to Leman Academy of Excellence

To ensure effective telephone communications, Staff and Teachers should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The use of School-paid postage for personal correspondence is not permitted.

To provide for the safety and security of Staff and Teachers and the facilities at Leman Academy of Excellence, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. If an unauthorized individual is observed on the School's premises, Staff and Teachers should immediately notify their supervisor or, if necessary, direct the individual to the reception area.

## **5-11. Solicitation and Distribution**

To avoid distractions, solicitation by an employee of another employee is prohibited while either employee is on working time. "Working time" is the time an employee is engaged, or should be engaged in performing his/her work tasks for Leman Academy of Excellence Solicitation of any kind by non-Staff and Teachers on School premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the School is prohibited at all times. Distribution of literature by non-Staff and Teachers on School premises is prohibited at all times.



## **5-12. Bulletin Boards**

Important notices and items of general interest are continually posted on our bulletin board. Staff and Teachers should make it a practice to review it frequently. This will assist Staff and Teachers in keeping up with what is current at Leman Academy of Excellence. To avoid confusion, please do not post or remove any material from the bulletin board.

## **5.13 Confidentiality/Non-Disclosure**

During the course of work, an employee may become aware of confidential information about the business of Leman Academy of Excellence. An employee also may become aware of similar confidential information belonging to the School's families. It is extremely important that all such information remain confidential, and particularly not be disclosed to anyone. Any employee who improperly copies, removes (whether physically or electronically), uses or discloses confidential information to anyone outside of the School may be subject to disciplinary action up to and including termination. Staff and Teachers may be required to sign an agreement reiterating these obligations.

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

- Student Records or Information
- Family Information
- Computer Processes
- Computer Programs and Codes Financial Information regarding Leman Academy of Excellence Marketing
- Strategies
- Educational Strategies

Staff and Teachers who improperly use or disclose trade secrets or confidential business information will be terminated and may be subject to legal action, even if they do not actually benefit from the disclosed information.

## **FERPA**

The Family Educational Rights and Privacy Act (FERPA) was enacted to protect the privacy interests of student records. All Staff and Teachers must fulfill the requirements set forth in FERPA. FERPA establishes:

- The right for parents to access and review the education records of their children, and the right for eligible scholars to inspect and review their own records;
- The right for parents and eligible scholars to challenge any records that they feel are inaccurate, misleading, or in violation of their privacy rights;
- The rights for parents and eligible scholars to give prior consent before a third party can have access to any education records; and
- The right to be informed of the rights granted by FERPA and the procedures for exercising those rights

Pursuant to FERPA, personally identifiable information generally cannot be disclosed to others without the prior consent of the parent. Consent must be obtained in writing and should be signed and dated, specify the records to be disclosed, state the purpose of the disclosure, and identify the parties to whom the disclosure is to be made.

FERPA allows for the disclosure of student records without parental consent in the following circumstances:

- Directory information,
- Teachers or other school officials,
- Officials of another school system where the student seeks to enroll,
- State juvenile justice systems or their officials,
- State and federal educational authorities,
- In compliance with a judicial order or a lawfully issued subpoena,
- In connection with the receipt or application of financial aid,
- Organizations conducting educational studies,
- Accrediting organizations, or
- Health and safety emergency

School officials must also maintain records of all requests for student information, except requests made by parent or school officials with a legitimate educational interest. Parents have the right to access and review these records to see who has had access to their child's records.

This policy does not preclude an individual's right to immunity for disclosing a trade secret to his/her attorney, a court, or a government official in certain specified circumstances, as set forth in the Defend Trade Secrets Act (DTSA) of 2016.

## **5-14. Conflict of Interest and Business Ethics**

It is the policy of Lemman Academy of Excellence that all Staff and Teachers avoid any conflict between their personal interests and those of the School. The purpose of this policy is to ensure that the School's honesty and integrity, and therefore its reputation, are not compromised. The

fundamental principle guiding this policy is that no employee should have, or appear to have, personal interests or relationships that actually or potentially conflict with the best interests of the School.

It is not possible to give an exhaustive list of situations that might involve violations of this policy. However, the situations that would constitute a conflict in most cases include but are not limited to:

- Holding an interest in or accepting free or discounted goods from any organization that does, or is seeking to do, business with the School, by any employee who is in a position to directly or indirectly influence either the School's decision to do business, or the terms upon which business would be done with such organization.
- Holding any interest in an organization that competes with the interest of the School.
- Being employed by (including as a consultant) or serving on the board of any organization which does, or is seeking to do, business with the School or which competes with the interest of the School.
- Profiting personally, e.g., through commissions, loans, expense reimbursements or other payments, from any organization seeking to do business with the School.

A conflict of interest would also exist when a member of an employee's immediate family is involved in situations such as those above.

This policy is not intended to prohibit the acceptance of modest courtesies, openly given and accepted as part of the usual business amenities, for example, occasional business-related meals or promotional items of nominal or minor value.

It is the employee's responsibility to report any actual or potential conflict that may exist between him/her (and his/her immediate family) and the School.

## **5-15. Use of Facilities, Equipment and Property, Including Intellectual Property**

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using School property, Staff and Teachers are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Staff and Teachers must notify their supervisor if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to Staff and Teachers or others. A supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment used on the job.

Staff and Teachers also are prohibited from any unauthorized use of the School's intellectual property, such as digital media, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including termination.

Further, the School is not responsible for any damage to Staff and Teachers' personal belongings.

## **Intellectual Property**

This policy relates to the disclosure of Confidential Information and assignment of Work Products created during Staff and Teachers' employment with the School. The Lemman Classical School Governing Board has a service agreement with Faustus Management Company, LLC for the use of their curriculum, teaching methodology, and techniques that develop a school environment that fosters the parenting, child development and relational management philosophies of Dr. Kevin Lemman. In consideration of, and in connection with employment with Lemman Academy, all Work Products created in connection with employment with the School are and shall remain the sole and exclusive property of Faustus Management Company, LLC

Staff and Teachers are prohibited from any unauthorized use of the Faustus Management Company, LLC's intellectual property, such as digital media, curriculum, print materials and software.

All Confidential Information learned by an employee while working for the School, whether Work Products or otherwise, to which Staff and Teachers are exposed or which Staff and Teachers generate during the normal course of employment, must be used only as instructed, and returned to the School upon request or termination of employment for any reason.

Confidential Information is information or Work Products disclosed to Staff and Teachers, or generated by Staff and Teachers as a consequence through employment by the School, which information is not generally known to the public about the School, its operations, functions, academic programs, projects, administration, finances, writings, policies, procedures, human resources, products, processes and services, including information relating to methods, know-how, technology, ideas, research, development, manufacture. Patents, Trademarks, Service Marks, Copyrights, Trade Secrets, purchasing and engineering, notes, e-mail, electronic media, records, planners, information in journals and the like.

Intellectual Property is any and all Patents, Trade Secrets, know-how, technology, Confidential Information, ideas, Copyrights, trademarks, and Service Marks, and any and all rights applications, and registrations relating to them.

Work Products are all employee-generated materials, including, but not limited to, all Intellectual Property or part thereof conceived, developed, reduced to practice, produced or created by you or another person including, but not limited to, memos papers, letters, records, reports, summaries, recorded tapes, lesson plans, curricula, written materials, graphics, artistic or musical creations, theatrical scripts or productions, architectural designs or plans, computer programs or codes, or any other work, including all materials which are conceived developed, reduced to practice, produced or created:

- A. within the scope of the employee's employment as assigned or requested;
- B. on the School's time; Or

- C. with the aid, assistance, or use of any of the School's property, equipment, facilities, supplies, resources, or Intellectual Property;
- D. the result of any work. services or duties performed by Staff and Teachers for the School, the recording of instruction or meetings, or the notes from meeting experiences related to work or working environment; or
- E. related to the current or demonstrably anticipated operation, programs functions, organization, procedures, administration, academic activity or practice, business, research, development, industry, or trade of the School.

## **5-16. Health and Safety**

The health and safety of Staff and Teachers and others on School property are of critical concern to Lemman Academy of Excellence The School intends to comply with all health and safety laws applicable to our business. To this end, we must rely upon Staff and Teachers to ensure that work areas are kept safe and free of hazardous conditions.

Staff and Teachers are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards.

Any unsafe conditions or potential hazards should be reported to Senior Administration immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the School's premises, or in a product, facility, piece of equipment, process or business practice for which the School is responsible should be brought to the attention of Senior Administration immediately.

Periodically, the School may issue rules and guidelines governing workplace safety and health. The School may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All Staff and Teachers should familiarize themselves with these rules and guidelines, as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

### **WORKERS COMPENSATION REPORTING PROCEDURE:**

Should any Staff or Teacher be injured or witness an injury, Staff and Teachers have 24 hours to report to the Human Resources Department to assure that any injuries will be covered under the organization's Workers Compensation Insurance. Should an employee wait longer than the 24 hour period to report the injury, coverage may be denied due to lack of sufficient evidence and reporting needs. The responsibility of reporting any injury sustained on campus or during work hours is 100% the responsibility of the Staff or Teacher.

## 5-17. Employee Dress and Personal Appearance

Employee appearance contributes to Leman Academy of Excellence's culture and reputation. Employees are expected to present themselves in a professional manner that results in a favorable impression by our community.

Our general guidelines for dress code are “business casual”. This attire is to offer the correct perception of our organization which is professional, clean, and expecting of rigor from all Leman Staff. All staff are expected to report to work well groomed, clean, and dressed according to the requirements of their positions. Some staff may be required to wear uniforms or safety equipment/clothing.

Employees and volunteers are expected to project a professional image that sets positive dress and grooming examples for scholars and shall adhere to standards of dress and appearance that are compatible with an effective learning environment. School based personnel shall follow this Policy on ALL day’s scholars are in attendance. Principals may designate additional days when reasonable modifications to this policy may be made and must notify the Human Resources Department when implementing any modifications to this policy.

### *Appropriate Dress for Staff:*

- All Attire should be modest and professional. No hair color, hairstyle, piercings, tattoos, jewelry, or outerwear will be permitted that may be considered a distraction, disruption, or interference to the learning environment.
- Dresses and skirts should be no shorter than 3” above the knee.
- Pants and slacks should be free from rips, holes, and frays. Bottoms should not be form fitting, see-through or elastic in nature, which includes athletic leggings.
- Jeans are only allowed on Fridays and at the principal/administration’s discretion.
- All blouses/shirts must have appropriate necklines, no spaghetti straps, see-through clothing, halters, tank tops, clothing that reveals the midriff, or graphic t-shirts.
- All undergarments should be fully covered.
- All footwear must be secured to foot. NO FLIP FLOPS
- Hats are not to be worn inside.
- Earrings and a small nose stud are the ONLY visible piercings allowed.
- To promote a learning environment that is free from distraction, disruption, and interference, clothing and accessories shall not contain any obscene, offensive, harassing, discriminatory, vulgar, or inappropriate slogans, words, or images, including but not limited to references to cigarettes, alcohol, drugs, sexual content, or profanity.
- To promote a learning environment that is free from distraction, disruption, and interference, tattoos that contain any obscene, offensive, harassing, discriminatory, vulgar, or inappropriate slogans, words, or images, including but not limited to references to cigarettes, alcohol, drugs, sexual content, gangs, or profanity may not be visible.

- Facial hair must be kept neat and clean. Hair length should not impair vision.
- Physical Education Teachers, coaches, and athletic volunteers should wear appropriate athletic attire that is not form fitting and necessary to meet the requirements of their job responsibilities. On non-instructional days Physical Education teachers and coaches should follow the staff dress code. Facilities staff should wear appropriate attire that is necessary to meet the requirements of their job responsibilities.
- If an article of clothing is “borderline” or “debatable,” it should not be worn. A general rule of thumb is to maintain a conservative, neat appearance.

Staff and Teachers should contact their supervisor for specific information regarding acceptable attire for their position. Any staff member who does not meet the attire or grooming standards will be subject to corrective action and may be asked to leave the premises to change clothing. Hourly paid staff members will not be compensated for any work time missed because of failure to comply with designated workplace attire and grooming standards.

### *Reasonable accommodation of religious beliefs*

Leman Academy of Excellence recognizes the importance of individually held religious beliefs to persons within its workforce. Leman Academy of Excellence will reasonably accommodate a staff member’s religious beliefs in terms of workplace attire unless the accommodation creates an undue hardship. Accommodation of religious beliefs in terms of attire may be difficult in light of safety issues for staff members. Those requesting a workplace attire accommodation based on religious beliefs should be referred to the human resources department.

### *Casual or dress-down days*

Casual or dress-down days will be permitted on Fridays only.

### *Addressing workplace attire and hygiene problems*

Violations of the policy can range from inappropriate clothing items to offensive perfumes and body odor. If a staff member comes to work in inappropriate dress, he or she will be required to go home, change into conforming attire, or properly groom, and return to work.

If a staff member’s poor hygiene or use of too much perfume/cologne is an issue, their supervisor will discuss the problem with the staff member in private and point out the specific areas to be corrected. If the problem persists, employees may be subject to corrective action.

## 5-18. Operation of Vehicles

### Policy overview

The company vehicle policy gives employees guidelines for obtaining, qualifying for, and using a company vehicle. A “company vehicle” is any vehicle Leman Academy of Excellence assigns to employees. This policy applies to all employees who use a company vehicle, and applies during and outside of working hours. Employees will be required to pass an MVR check, take required employer driver training, and sign a driving agreement.

### Qualifying for a company vehicle

To be eligible for a company vehicle, employees must complete a CO MVR form and submit a copy of their driver’s license. Employees are only allowed to drive a company car if they have a valid driver’s license and a clean driving record for at least 3 years and be 25 years of age or older.

A clean driving record means the employee has not been held at fault for a car accident, or arrested on charges of violating vehicle and traffic laws. Leman Academy of Excellence can assign and revoke access company vehicles at its discretion.

### Company vehicles for employees with disabilities

Leman Academy of Excellence will make reasonable accommodations to facilitate company vehicle use for eligible employees with disabilities.

### Company vehicle rules

- Obey traffic laws in your jurisdiction and be courteous toward other drivers.
- Document driving expenses.
- Monitor gas, tire pressure, and all fluid levels.
- Report any damage or problems to your assigned vehicle immediately.
- Report changes to your driver privileges, such as driver’s license suspension, immediately.
- Always lock company cars.
- Bring the vehicle to scheduled maintenance appointments.

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- Do not drive while intoxicated, fatigued, or on medication that affects your driving ability.
- Do not smoke in any company vehicle.
- Do not lease, sell, or lend a company vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use a company vehicle unless required by an emergency.

Employees who violate company vehicle rules are subject to disciplinary actions which may include verbal and written warnings, suspension of vehicle privileges, termination and legal action.

### Accidents

- Contact the HR department immediately. They will contact the insurance provider.
- Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required.
- Do not guarantee payment or accept responsibility without company authorization.

### Leman Academy of Excellence Responsibilities

- Ensuring vehicles are safe before assigning them.
- Scheduling regular maintenance.
- Providing car insurance.
- Retiring and replacing cars as needed.

### What Leman Academy of Excellence is not responsible for

- Paying fines employees receive while driving company vehicles they are responsible for.
- Making bail for employees who are arrested while driving company cars.

All Staff and Teachers authorized to drive Company-owned or leased vehicles or personal vehicles in conducting Company business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to Human Resources immediately.

A valid driver's license must be in the employee's possession while operating a vehicle off or on Company property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

### Portable Communication Device Use While Driving

Staff and Teachers who drive on Company business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, Staff and Teachers

may choose to refrain from using any PCD while driving. “Use” includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, Staff and Teachers should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employee is driving, and permitted by law, the employee must use a hands-free option and advise the caller that he/she is unable to speak at that time and will return the call shortly.

Under no circumstances should Staff and Teachers feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, Staff and Teachers who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and emailing while driving is prohibited in all circumstances.

## **5-19. Travel and Expense Reimbursements**

The Governing Board of Leman Academy of Excellence recognizes that board members, officers, and Staff and Teachers (“Personnel”) of Leman Academy of Excellence may be required to travel or incur other expenses from time to time to conduct Company business and to further the mission of this non-profit organization. The purpose of this policy is to ensure that:

- Adequate cost controls are in place.
- Travel and other expenditures are appropriate
- To provide a uniform and consistent approach for the timely reimbursement of authorized expenses incurred by Personnel. It is the policy of Leman Academy of Excellence to reimburse only reasonable and necessary expenses actually incurred by Personnel.

When incurring business expenses, Leman Academy of Excellence expects Personnel to:

- Exercise discretion and good business judgment with respect to those expenses.
- Be cost conscious and spend Leman Academy of Excellence’s money as carefully and judiciously as the individual would spend his or her own funds.
- Report expenses, supported by required documentation, as they were actually spent.

### **Expense Reimbursement**

Expenses will not be reimbursed unless the individual requesting reimbursement submits a written Expense Reimbursement Request. The Expense Reimbursement Request, which shall be submitted at least monthly or within two weeks of the completion of travel if travel expense reimbursement is requested, must include the following:

- The individual's name.
- If reimbursement for travel is requested, the date, origin, destination and purpose of the trip, including a description of each Company-related activity during the trip.
- The name and affiliation of all people for whom expenses are claimed (i.e., people on whom money is spent in order to conduct business).
- An itemized list of all expenses for which reimbursement is requested.

Receipts are required for all expenditures billed directly to Leman Academy of Excellence such as airfare and hotel charges. No expense in excess of \$25.00 will be reimbursed to Personnel unless the individual requesting reimbursement submits with the Expense Report written receipts from each vendor (not a credit card receipt or statement) showing the vendor's name, a description of the services provided (if not otherwise obvious), the date, and the total expenses, including tips (if applicable).

### **General Travel Requirements**

In order to obtain the necessary approval for travel the following must be completed:

All trips involving air travel or at least one overnight stay must be approved in advance by the Business Office and Human Resources Department in conjunction with the Principal and/or Principal designee.

In determining the reasonableness and necessity of travel expenses, Personnel and the person authorizing the travel shall consider the ways in which Leman Academy of Excellence will benefit from the travel and weigh those benefits against the anticipated costs of the travel. The same considerations shall be taken into account in deciding whether a particular individual's presence on a trip is necessary. In determining whether the benefits to Leman Academy of Excellence outweigh the costs, less expensive alternatives, such as participation by telephone or video conferencing, or the availability of local programs or training opportunities, shall be considered.

Individuals traveling on behalf of Leman Academy of Excellence may incorporate personal travel or business with their Company-related trips; **however**, Personnel shall not arrange Company travel at a time that is less advantageous to or involving greater expense to Leman Academy of Excellence in order to accommodate personal travel plans.

Any additional expenses incurred as a result of personal travel, including but not limited to extra hotel nights, additional stopovers, meals or transportation, are the sole responsibility of the individual and will not be reimbursed by Leman Academy of Excellence. Expenses associated with travel of an individual's spouse, family or friends will not be reimbursed by Leman Academy of Excellence.

### **Travel Accommodations**

Personnel are not required to stay over Saturday nights in order to reduce the price of travel. An individual who chooses to stay over a Saturday night shall be reimbursed for reasonable lodging and meal expenses incurred over the weekend to the extent the expenses incurred do not exceed the difference between the price of the Saturday night stay ticket and the price of the lowest price

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available ticket that would not include a Saturday night stay. To receive reimbursement for such lodging and meal expenses, the individual must supply, along with the Expense Report, documentation of the amount of the difference between the price of the Saturday stay and non-Saturday stay.

Personnel traveling on behalf of Leman Academy of Excellence may accept and retain frequent flyer miles and compensation for denied boarding for their personal use. Individuals may not deliberately patronize a single airline to accumulate frequent flyer miles if less expensive comparable tickets are available on another airline.

Personnel traveling on behalf of Leman Academy of Excellence may be reimbursed at the single room rate for the reasonable cost of hotel accommodations. Convenience, the cost of staying in the city in which the hotel is located, and proximity to other venues on the individual's itinerary shall be considered in determining reasonableness. Personnel shall make use of available corporate and discount rates for hotels. "Deluxe" or "luxury" hotel rates will not be reimbursed.

Personnel traveling on behalf of Leman Academy of Excellence are reimbursed for the reasonable and actual cost of meals (including tips, alcohol not included) subject to a maximum per diem meal allowance of \$40 per day and the terms and conditions established by Leman Academy of Excellence relating to the per diem meal allowance.

### **Travel Transportation**

Staff and Teachers are expected to use the most economical ground transportation appropriate under the circumstances and should generally use the following, in this order of desirability: (Courtesy Cars, Airport Shuttle/Bus, Taxis, and Rental Cars.)

Personnel are compensated for use of their personal cars when used for Company business. When individuals use their personal car for such travel, including travel to and from the airport, mileage will be allowed at the IRS standard mileage rate per mile. In the case of individuals using their personal cars to take a trip that would normally be made by air, e.g., Minneapolis to Milwaukee, mileage will be allowed at the currently approved rate; however, the total mileage reimbursement will not exceed the sum of the lowest available round trip coach airfare.

Parking and toll expenses, including charges for hotel parking, incurred by Personnel traveling on Company business will be reimbursed. The costs of parking tickets, fines, car washes, valet service, etc., are the responsibility of the employee and will not be reimbursed.

On-airport parking is permitted for short business trips. For extended trips, Personnel should use off-airport facilities.

### **Other Travel Expenses**

Reasonable expenses incurred for business meetings or other types of business-related entertainment will be reimbursed only if the expenditures are approved in advance by the Business Office of Leman Academy of Excellence and qualify as tax deductible expenses. Detailed documentation for any such expense must be provided, including: (date and place of entertainment, nature of expense, names, titles and corporate affiliation of those entertained, a complete description of the business purpose and vendor receipts).

Reasonable Leman Academy of Excellence-related telephone and fax charges due to absence of Personnel from the individual's place of business are reimbursable. In addition, reasonable and necessary gratuities that are not covered under meals may be reimbursed. Finally, emergency secretarial work and/or postal charges incurred are reimbursable for the purpose of work on behalf of Leman Academy of Excellence.

### **Non-Reimbursable Travel Expenditures**

Leman Academy of Excellence maintains a strict policy that expenses in any category that could be perceived as lavish or excessive will not be reimbursed, as such expenses are inappropriate for reimbursement by a nonprofit, charitable organization. Expenses that are not reimbursable include, but are not limited to:

- Travel insurance.
- First class tickets or upgrades.
- When lodging accommodations have been arranged by Leman Academy of Excellence and the individual elects to stay elsewhere, reimbursement is made at the amount no higher than the rate negotiated by Leman Academy of Excellence. Reimbursement shall not be made for transportation between the alternate lodging and the meeting site.
- Limousine travel.
- Movies, liquor or bar costs.
- Membership dues at any country club, private club, athletic club, golf club, tennis club or similar recreational organization
- Purchase of golf clubs or any other sporting equipment.
- Spa or exercise charges.
- Clothing purchases.
- Business conferences and entertainment which are not approved by Leman Academy of Excellence
- Valet service.
- Car washes
- Toiletry articles
- Expenses for spouses, friends or relatives. If a spouse, friend or relative accompanies Personnel on a trip, it is the responsibility of the Personnel to determine any added cost for double occupancy and related expenses and to make the appropriate adjustment in the reimbursement request.

Overnight retreats without the prior approval of Leman Academy of Excellence.

## 5-20. References

Leman Academy of Excellence, Inc. will respond to employment verification requests through the Human Resources Department. Human Resources will provide general information concerning the employee such as date of hire, date of termination, and position(s) held. Requests for employment verification information must be in writing, and responses will be in writing. Please refer all requests for employment verifications to the Human Resources Department.

Site Administration may provide pre-employment references upon request, with a signed employee authorization, in order to help determine (including but not limited to) the employees work ethic, dependability, ability to work with others, and student safety.

All recommendation letters must be approved through Human Resources.

## 5-21. If You Must Leave Us

Should you decide to leave the School, we ask that you provide your supervisor with at least ten working days notice of your departure. As a Teacher, we would hope that you would offer more of an advanced notice of your decision to not return. Your thoughtfulness and professionalism will be appreciated.

All School property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Staff and Teachers also must return all of the School's Confidential Information upon separation. Should any property be damaged or broken, financial compensation for the device/property may be pursued

Except as mandated by law, nonexempt Staff and Teachers will be required to repay the School (through payroll deduction) for any lost or damaged School property caused by a dishonest or willful act or gross negligence.

Staff and Teachers will be required to sign a Pre- and Post-tax Deduction Authorization form for this payroll deduction. Lawful deductions from an employee's wages will not reduce the employee's earnings below the required minimum wage or overtime compensation.

As noted previously, all Staff and Teachers are employed at-will and nothing in this handbook changes that status.

## 5-22. Exit Interview

Staff and Teachers who resign are requested to participate in an exit interview with the Human Resources Department or the Senior Administrator, if possible.

## **5-23. A Few Closing Words**

This handbook is intended to give Staff and Teachers a broad summary of things they should know about Leman Academy of Excellence. The information in this handbook is general in nature and should questions arise, any member of Senior Administration should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, Leman Academy of Excellence, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook except for the rights of the parties to terminate employment at will. Please do not hesitate to speak to Senior Administration regarding any questions about the School or its personnel policies and practices.

# General Handbook Acknowledgment

This Employee Handbook is an important document intended to help Staff and Teachers become acquainted with Leman Academy of Excellence. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the School's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of Senior Administration.

Please read the following statements and sign below to indicate receipt and acknowledgment of this Employee Handbook.

**I have received and read a copy of the Leman Academy of Excellence Employee Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the School at any time.**

**I further understand that my employment is terminable at will, either by myself or the School, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" status except an express written agreement signed by the Human Resources Department and Leman Classical School Board Designee.**

**I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the School's Employee Handbook.**

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Employee's Printed Name

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Position

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Employee's Signature

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Date

The signed original copy of this acknowledgment will be filed in the employee's personnel file.



# Receipt of Discrimination, Harassment and Retaliation Prevention Policy

Leman Academy of Excellence does not tolerate and prohibits discrimination, harassment, or retaliation of or against job applicants, contractors, interns, volunteers, or Staff and Teachers by another employee, supervisor, vendor, customer, or any third party on the basis of race, religion, creed, color, age, sex, sexual orientation, gender, gender identity, gender expression, national origin, ancestry, marital status, civil union status, medical condition, disability (mental and physical), military and veteran status, pregnancy, childbirth and related medical conditions, or any other characteristic protected by applicable federal, state, or local laws and ordinances.

**All discrimination, harassment, and retaliation is unacceptable in the workplace and in any work-related settings such as business trips and business-related social functions, regardless of whether the conduct is engaged in by a supervisor, co-worker, client, customer, vendor, or other third party.**

If an employee believes someone has violated the Discrimination, Harassment, and Retaliation Prevention Policy or the Equal Employment Opportunity Policy, the employee should promptly bring the matter to the immediate attention of the Human Resources Department. If this individual is the person toward whom the complaint is directed the employee should contact any higher level manager in the reporting chain. If the employee makes a complaint under this policy and has not received a satisfactory response within five (5) business days, he/she should contact the Human Resources Department immediately.

Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. Violation of this policy will result in disciplinary action, up to and including termination. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to Senior Administration or who cooperate in the investigations of such reports in accordance with this policy. Staff and Teachers who make complaints in bad faith may be subject to disciplinary action, up to and including termination. All Staff and Teachers must cooperate with all investigations.

While Staff and Teachers are encouraged to report claims internally, if an employee believes that he/she has been subjected to harassment, discrimination, or retaliation, he/she may file a formal complaint with an applicable government agency. Using the School's complaint process does not prohibit an employee from filing a complaint with a state or federal agency.

Remember, Leman Academy of Excellence cannot remedy claimed discrimination, harassment, or retaliation unless Staff and Teachers bring these claims to the attention of management. Staff and Teachers should not hesitate to report any conduct which they believe violates this policy.

I have read and I understand the Leman Academy of Excellence Discrimination, Harassment, and Retaliation Prevention Policy.

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Employee's Printed Name

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Position

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Employee's Signature

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Date

The signed original copy of this acknowledgment will be filed in the employee's personnel file.

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# Acknowledgement of Company Equipment

I acknowledge that while I am or will be working for Leman Academy of Excellence, Inc. I will take proper care of all company equipment that I am entrusted with. I also understand that should my chromebook, key or key fob be lost, damaged or broken I will be payroll deducted for the cost to replace the broken or damaged item. Cost breakdown below:

- Chromebook \$125
- Laptop \$500
- Chromebook charger \$15
- Key Fob \$15
- Key \$15

I further understand that upon termination, I will return all property of Leman Academy of Excellence, Inc. and that the property will be returned in proper working order. I understand I will be held financially responsible for damaged property. This agreement includes, but is not limited to, the following: (laptops, cell phones, blackberries, other equipment). I understand that failure to return equipment will be considered theft and may lead to criminal prosecution and financial restitution by Leman Academy of Excellence, Inc.

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Employee's Printed Name

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Position

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Employee's Signature

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Date

The signed original copy of this acknowledgment will be filed in the employee's personnel file.

## **Intellectual Property Agreement**

This policy relates to the disclosure of Confidential Information and assignment of Work Products created during your employment with Employer. The Leman Classical School Governing Board has a service agreement with Faustus Management Company, LLC for the use of their curriculum, teaching methodology, and techniques that develop a school environment that fosters the parenting, child development and relational management philosophies of Dr. Kevin Leman. In consideration of, and in connection with employment with Leman Academy of Excellence, all Work Products created in connection with employment with the School are and shall remain the sole and exclusive property of Faustus Management Company, LLC. Staff and Teachers are prohibited from any unauthorized use of the School's intellectual property, such as digital media, curriculum, print materials and software.

All Confidential Information learned by an employee while working for an employer, whether Work Products or otherwise, to which you are exposed or which you generate during the normal course of employment, must be used only as instructed, and returned to the Employer upon request or termination of your employment for any reason.

Confidential Information is information or Work Products disclosed to you, or generated by you as a consequence through your employment by the Employer, which information is not generally known to the public about the Employer, its operations, functions, academic programs, projects, administration, finances, writings, policies, procedures, human resources, products, processes and services, including information relating to methods, know-how, technology, ideas, research, development, manufacture. Patents, Trademarks, Service Marks, Copyrights, Trade Secrets, purchasing and engineering, notes, email, electronic media, records, planners, information in journals and the like.

Intellectual Property is any and all Patents, Trade Secrets, know-how, technology, Confidential Information, ideas, Copyrights, trademarks, and Service Marks, and any and all rights applications, and registrations relating to them.

Work Products are all employee-generated materials, including, but not limited to, all Intellectual Property or part thereof conceived, developed, reduced to practice, produced or created by you or another person including, but not limited to, memos papers, letters, records, reports, summaries, recorded tapes, lesson plans, curricula, written materials, graphics, artistic or musical creations, theatrical scripts or productions, architectural designs or plans, computer programs or codes, or any other work, including all materials which are conceived developed, reduced to practice, produced or created:

- A. within the scope of the Employee's employment as assigned or requested;
- B. on the Employer's time; Or
- C. with the aid, assistance, or use of any of the Employer's property, equipment, facilities, supplies, resources, or Intellectual Property
- D. the result of any work. services or duties performed by you for your Employer, the recording of instruction or meetings, or the notes from meeting experiences related to work or your working environment; or;
- E. related to the current or demonstrably anticipated operation, programs functions, organization, procedures, administration, academic activity or practice, business, research, development, industry, or trade of the Employer.

This is effective and therefore binding on you as of your commencement date as an employee. It may or may not be the same date that you acknowledge receipt of the employment policies, and may or may not be the same date that you actually started work for the Employer. Supervisors, administrators or directors are not authorized without the written authorization of the C.E.O. If you are not aware of your effective date as an Employee, the Human Resources Department can assist you.

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Employee's Printed Name

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Position

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Employee's Signature

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Date

The signed original copy of this acknowledgment will be filed in the employee's personnel file..

Leman Academy of Excellence, Inc

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