



## **Faculty & Staff Handbook**



**Keeping the Promise,  
Educating the Whole Child**

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# 1. Welcome to Promise Academy!

Welcome to Promise Academy Charter Schools! We are delighted to extend a special welcome to our new employees. We also send a very special welcome back to our returning employees. Your dedication and commitment to continue to share your expertise is helping to make our schools excellent for years to come. Each and every one of you were personally selected to be a part of the Promise Academy family! We value our employees' loyalty, talent, and commitment to providing one of the most critical elements in life, a high-quality college and career ready education to our children! Our families entrust us to provide their children with a rewarding, inviting, caring and nurturing learning environment. We take this trust very seriously and strive to live up to and exceed our community's high expectations.

Communication, consistency, and teamwork are critical elements for our working environment. This is going to be a year of "ramp it up" and "above and beyond" growth and development for our school, students, teachers, parents and the community! Again, on behalf of the administrative team and board members, we welcome you to your extended family with open arms!

## ***Handbook***

This Employee Handbook is intended to be a means of communicating our policies and procedures to the employee in order for the employee to better understand how Promise Academy, your employer, operates. It is presented as a matter of information only and its contents should not be interpreted, and are not intended, as a written employment contract between the school and any of its employees or a guarantee of continued employment.

The information contained in this Employee Handbook applies to all employees of Promise Academy Charter Schools uniformly and supersedes all prior policies and procedures. All employees are subject to the policies outlined in this Handbook, except as otherwise provided under their individual contracts. The school reserves the right to suspend, modify, or amend any policy or procedure at any time.<sup>1</sup>

## ***At-Will Employment***

"At-will" employment means that either the employee or the employer may terminate the employment relationship at any time, with or without notice, for any reason at all. Nothing in this handbook or in any document or policy statement limits the right of either the school or the employee to terminate employment at will.

No representative of the school, other than the Executive Director, may alter the at-will status of any employee. The Executive Director may alter that status only through a written document, signed by the Executive Director (or his/her designate) that expressly states that the employment is not at will.

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<sup>1</sup> Promise Academy complies with, and incorporates by reference herein, all policies and procedures not otherwise detailed in this Handbook that are required by the Tennessee State Board of Education, Shelby County Schools, Office of Charter Schools, and any other state, local, or federal requirement.

## ***Employment Contracts***

For all employees who have been offered and have signed an employment agreement, the terms of the employee's employment are governed by the employment agreement, supplemented by the policies and procedures of this handbook, as specified by the employment agreement. In any conflict between the terms of the employment contract and the policies of this Handbook, the terms of the employment contract will prevail.

## ***Our Mission***

We educate, develop, and nurture the minds, body, and spirit of children so that they emerge as life-long learners and world-ready leaders.

Promise Academy is committed to preparing children to excel in the nation's most rigorous schools. We approach our mission with a clear focus on academics before all else and with a special focus on literacy. This is our commitment to the MIND. We believe that physical well-being contributes to academic success and is essential to children's development and happiness throughout life. This is our commitment to the BODY. We recognize that our children's success in adulthood and their contributions to society all begin as a matter of personal will. We accept the responsibility to nurture our children's will to succeed, to give them a sense of purpose and boundless possibilities and to instill in them the confidence, drive and agency to for success in college, career and life. This is our commitment to the SPIRIT.

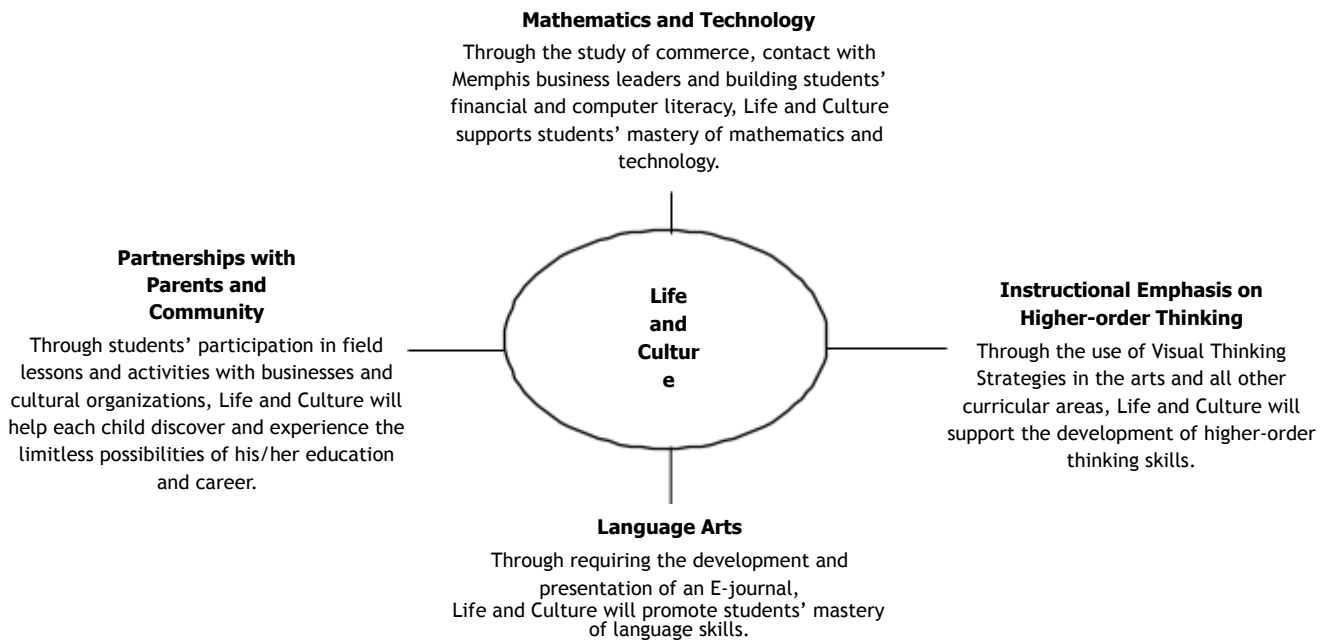
Our success in achieving our mission is demonstrated most clearly through our students' proficiency on academic assessments, their placement in effective middle schools and by their accomplishments throughout life. Our key goals are to 1) Effectively implement Structured Literacy, (The Science of Reading), 2) Provide our teachers with regular and intentional differentiated coaching and professional development, and 3) Support our teachers with ongoing data analysis and reflection. Each of our goals are rooted in our unwavering belief in the capacity our students and our staff. Our rigorous academic program emphasizes literacy, mathematics, and the arts. Achieving our goals ensures that our students are prepared for successful entry into high-performing middle schools in Memphis, so that they will continue their academic and social growth through secondary school and remain solidly on the path toward college and career readiness.

## ***Vision Statement***

To be THE model of excellence and innovation in education.

## ***Life & Culture***

Promise Academy is committed to providing a vibrant academic environment that is both a rich and rigorous academic experience for all of our students. We believe that all students can learn and achieve at high levels. To reach our goals, Promise Academy places a heavy focus on our Life and Culture curriculum that provides students a host of extended learning opportunities and teaches them to be active and productive citizens. The Life and Culture curriculum is a unique program that serves as a link between all other aspects of our school.



### ***Admission Philosophy***

Promise Academy admits students of any race, color, national and ethnic origin, or any other legally protected characteristic to all the rights, privileges, programs, and activities generally accorded or made available to students at the school. It does not discriminate on the basis of race, color, national and ethnic origin, or any other legally protected characteristic in administration of its educational policies, admissions policies, scholarship and loan programs, or athletic and other school-administered programs.

### ***Roles & Responsibilities as Role Models Defined***

The following identifies a quick synopsis of the roles and duties of the faculty make-up of Promise Academy.

The **Executive Director** is responsible for overseeing, managing and monitoring the financial, instructional and environmental operations of Promise Academy Charter Schools. The Executive Director also solidifies community relationships and additional outside private and/or federal/state funding for the school.

The **Principal** is responsible for creating a respectful, professional, purposeful, welcoming, joyful, and vibrant learning environment for learning and working at Promise Academy. The principal is responsible for teacher, parent, school communication, resolving teacher/parent issues, student recruitment/enrollment, student discipline, and attendance, before/after care school program, uniforms, finances/budget and any and all operational responsibilities for the faculty, staff, school and community. The Principal is responsible for student learning and ensuring successful teaching in the classroom. This role is empowered with the implementation of curriculum, student assessments, enrichment, intervention/acceleration, special education, scheduling, professional development, data analysis, teacher observations/evaluations, classroom management, and all other contributing factors of learning and ensuring a successful learning environment.

The [Multi-Classroom Leader \(MCL\)](#) role allows teachers with a record of high-growth student learning and leadership competencies to teach both part of the time and lead small collaborative teams of two to eight teachers, paraprofessionals, and associate teacher residents in the same grade or subject to meet Promise Academy standards of excellence.

The [Professional School Counselor](#) exhibits leadership, advocacy and collaboration to promote student academic, character development and social success. The Counselor will respond to identified student needs by implementing a comprehensive school counseling program that addresses academic and personal/social development for all students. This role is also responsible for providing support services to students, staff, parents and community members, working closely with the DSS and the Dean of Students to establish and maintain a productive, tight-knit school-to-community relationship.

The [Dean of Students](#) is responsible for overseeing the proper implementation of the school-wide discipline plan, scheduled in-school suspension, and other appropriate consequences (i.e. school/community clean-up, etc.). This role also entails developing and implementing a cafeteria plan to ensure a positive, well-mannered lunch experience for students and visitors in conjunction with the use of the Teacher Assistants.

The [Director of Aftercare](#) provides a safe, structured, purposeful before/after care environment that entails the exposure to an abundance of academic, athletic, social, real life and culture experiences. This role is responsible for securing vendors and/or staff members to implement the various before/after care sessions.

The [Director of Technology \(DT\)](#) is responsible for effective provisioning, installation/configuration, operation and maintenance of systems hardware and software and related infrastructure. The DT ensures that the system hardware, operating systems, and software meet community requirements.

The [Chief Financial Officer](#) is responsible for all of the financial operations of the school that includes, but not limited to, bookkeeping, financial analysis, payroll, budget, benefits, receipt of money, and other human resources requirements.

The [SMS Data Analyst](#) is responsible for the entering, maintaining, monitoring and updating all student/teacher enrollment, contact and attendance data in the SMS system and any Promise Academy related systems. The Data Analyst also assists the Principal. The Data Analyst also plans, implements and monitors meetings, events and programs for the school.

The [Teacher's](#) primary responsibility is student learning at Promise Academy. Promise Teacher's teach the selected curriculum with passion and according best instructional practices.

[Art Teacher](#): Art exhibition for each grade level, enter student work in 2 art exhibits, and choose a student artist of the month.

**Music Teacher:** Plan and facilitate three (3) student performances (Winter, Black History relating to the Black History trivia theme, and Spring) using all grade levels. Schedule and facilitate two (2) community connection performances for grades 2-5.

**P.E. Teacher:** Plan and facilitate Presidential Physical Fitness Test, Field Day, and Jump Rope for Heart.

### **Address & Contact Information**

Promise Academy Hollywood  
1346 Bryan Street  
Memphis, TN 38108  
Office. (901) 324-4456  
Fax. (901) 324-4457  
Website: [promiseacademy.com](http://promiseacademy.com)

Promise Academy Spring Hill  
3796 Frayser-Raleigh Rd  
Memphis, TN 38128  
Office. (901) 324-4456  
Fax. (901) 324-4457  
Website: [promiseacademy.com](http://promiseacademy.com)

## **2. Professional Expectations**

### **Promise Academy's Code of Ethics**

By accepting employment at Promise Academy and signing the Handbook Acknowledgement, Promise Academy employees agree to the following:

As a faculty member of the Promise Academy's community, in working **with students** I will: be prepared and model excellence in my profession by continuously striving to learn; provide a safe, fair, collaborative, and positive learning environment; respect each student's strengths and weaknesses; offer leadership, guidance, and support in each student's social, emotional, and academic progress at school.

As a faculty member of the Promise Academy's community, in working **with parents**, I will: inform parents of the specifics of their student's social, emotional, and academic progress at school; put issues in perspective using information and expertise to define issues and concerns; offer strategies, solutions, information, teamwork, and resources to help each student be successful; offer myself as an open, collaborative, and respectful professional partner to parents.

As a faculty member of the Promise Academy's community, in working **with peers and administrators**, I will: keep colleagues informed; work cooperatively with all faculty and administrators; be respectful of fellow faculty members; be positive in all my interactions with peers; be positive in speaking about colleagues

As a faculty member of the Promise Academy's community, in working **with information**, I will: honor the trust that has been placed in me to hold all school business and student information confidential; pay attention to and take pride in the written materials that I provide my students and his or her parents.

As a faculty member of the Promise Academy's community, **at meetings**, I will: be prepared and arrive on time; be attentive, engaged, and participatory in meeting

activities and discussions; be an active listener and focused solely on the meeting's agenda; be conscious of myself, my body language, and my surroundings.

As a faculty member of the Promise Academy's community, in **written communication**, I will: be proactive, timely, and professional in addressing issues and concerns in all written correspondence; be careful about what I write and how I write it because it reflects on my professionalism and the professionalism of the school; use email as an efficient, professional communication tool.

As a faculty member of the Promise Academy's community, at **school events and social events**, I will: be kind and thoughtful in my interactions with everyone; remember that I represent Promise Academy's values and everything Promise stands for; remember that my behavior is a reflection of me and my professionalism and that this impacts the school. Honor the trust that has been placed in me to hold all school business and student information confidential.

### ***Code of Ethics and Conflict of Interest Policy***

- (1) Disclosure Form. The school has a disclosure form that must be completed by an official or employee when disclosing personal interests in voting or non-voting matters. "Personal interest" means a financial interest of the official or employee, or a financial interest of the official's or employee's spouse or child living in the same household, in the matter to be voted upon, regulated, supervised, or otherwise acted upon in an official capacity.
- (2) Disclosure of Personal Interest in Voting Matters. An official or employee at the school with the responsibility to vote on a measure shall disclose during the meeting at which the vote takes place, before the vote and to be included in the minutes, any personal interest that affects or that would lead a reasonable person to infer that it affects the official's or employee's vote on the measure. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from voting on the measure.
- (3) Disclosure of Personal Interest in Non-Voting Matters. An official or employee at the school who must exercise discretion relative to any matter other than casting a vote, and who has a personal interest in the matter that affects or that would lead a reasonable person to infer that it affects the exercise of the discretion shall disclose the interest, before the exercise of the discretion when possible. In addition, the official or employee may, to the extent allowed by law, recuse himself or herself from the exercise of discretion in the matter.
- (4) Acceptance of Gifts and Other Things of Value. An official or employee at the school, or a school official's or employee's spouse or child living in the same household, may not accept from anyone other than the State Board or its authorized charter schools, directly or indirectly, any gift, money, gratuity, or other consideration or favor of any kind that a reasonable person would understand was intended to influence the vote, official action, or judgment of the official or employee in executing decision-making authority affecting the authorized charter schools. It shall not be considered a violation of this policy for an official or employee to receive entertainment, food, refreshments, meals, health screenings, amenities, foodstuffs, or beverages that are provided in connection with a conference sponsored by an established or recognized statewide association of school officials or by an umbrella or affiliate organization of such statewide association of school officials.
- (5) Misuse of Public Position. No public official or employee shall corruptly use or attempt to use his or her official position or any property or resource that may be within his or

her trust, or perform his or her official duties, to secure a special privilege, benefit, or exemption for himself, herself, or others.

- (6) Use of Government Property. No public official or employee shall make use of the facilities, equipment, personnel, or supplies of the State Board or its authorized charter schools for private use or gain except to the extent that the use is incidental or minimal or is lawfully available to the general public.

### ***Exceptions to Policy***

The Director of Schools may make exceptions to this policy when it is determined to be in the best interest of an authorized charter school and provided that:

1. The exception does not violate any statutory or regulatory constraints under which the school must operate;
2. The request for exception is made in writing and approved prior to taking the action(s) in question; and
3. The exception is granted in writing and for a specific instance or occurrence.

Nothing in this policy should be considered to prohibit a teacher or employee from accepting a gift made in the aggregate from a student group, parent group, or community group or organization in recognition of services rendered to the group, organization, or the community in general.

### ***Meetings, Professional Development, School Events***

Designated faculty and staff members are required to attend **ALL faculty meetings**, in-service days, professional development sessions, PTO meetings, and school events. The times and days may vary and can be during normal business hours, before or after business hours, and weekends. In the event of being unable to attend the events, **a written notice must be given to the Principal**. This information will be filed accordingly.

### ***Faculty Contact Data***

It is important that all faculty and staff members keep current personal contact information on file in the business office. All staff members will receive the Promise Academy Faculty & Staff Contact List.

### ***Professional Attire Philosophy***

Students are required to wear ties, cross ties, button down oxford shirts, peter pan blouses, blazers, sweater vest, khaki/navy shorts, pants, skirts and jumpers. The majority of our student uniforms bear the Promise Academy logo. The attire of our students is upgraded to reflect a professional appearance, minimize discipline issues and more importantly increase our student's confidence and sense of self-worth. Therefore, as role models, Promise Academy faculty and staff members, are expected to dress no less than what's outlined in our student Promise Academy dress code.

Your appearance has a great influence on students, parents and visitors in our buildings. All clothing should be neatly worn, wrinkle-free, appropriately fitted for the workplace, while minimizing unnecessary and excessive distracting skin exposure. The following attire is acceptable during normal working days, meetings, professional development and any Promise Academy events:

## Acceptable Professional Attire

### Males

**Clothing:** Male employees are **required** to wear appropriate dress shirts (please note, all male shirts must be tucked in neatly, daily), ties, dress slacks/dockers, belts, socks, spirit wear (on designated days)

**Footwear:** Oxford shoes, leather shoes, loafers, dress shoes, casual dress boots, and athletic shoes (sneakers)

### Females

**Clothing:** Female employees are required to wear a dress, dress skirt (should not be shorter than two inches above the knee), dress slacks/khakis, capri pants, appropriate blouse/shirt, spirit wear (on designated days), and/or denim jacket

**Footwear:** Dress shoes, appropriate sandals, and athletic shoes (sneakers)

Promise Academy does not discriminate on the basis of gender identity or transgender status. Therefore, if you require an exception to this Policy, please contact your supervisor or HR.

**Prohibited Attire:** The following attire is unacceptable during normal working days, meetings, professional development and Promise Academy events:

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**Footwear:**

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shorts,  
warm up  
suits (of  
any kind),  
halter/stra  
pless/spagh  
etti strap  
dresses/top  
s, caps  
(unless for  
medical  
reasons),  
dresses/skirts  
more than two  
inches from the

knee, see through  
blouses/shirts,

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,  
slim sleeveless shirts (shirts/blouses less  
than the width of four fingers), exercise  
clothing (pants/shorts/shirts), or  
yoga fitted pants

athletic shoes (unless approved by  
administration with a doctor's  
recommendation),  
flip-flops (good identifier  
three-prongs visible on the  
bottom), house shoes,  
slippers, or  
Crocs (any type).

### ***Dress Down, Non-Working Days, and Summer Attire***

On those days when the dress is relaxed by the administration, employees are expected to dress in good professional taste. It is important to note, the school still functions as a place of

business, and visitors, board members, and community members are and will always be present. Therefore, when on campus we still require clothing to be neatly worn, wrinkle-free, appropriately fitted for the workplace, while still minimizing unnecessary and excessive distracting skin exposure.

Consequences for violating the Promise Academy professional attire philosophy will result in any or all of the following:

- told to go home to change into more appropriate clothing (this time will count against your paid time off),
- written reprimand,
- suspension, and
- possible termination depending on the frequency and severity of each case.

We represent what we are teaching our students to become - successful!

### ***Certification & Highly Qualified Status***

All core classroom teachers **MUST** have a current professional license on file. It is up to each individual to keep his/her professional certificate current.

### ***Communication Protocol***

Communication is a crucial factor to the success of our organization. Promise Academy promotes an open-door communication policy with the Executive Leadership Team, Principal, teachers, students, and parents of the school. It is important that the Principal is informed of all issues that can yield both positive and negative impacts on the school. **The Principal** is your **first line of communication to share positive experiences, address inquiries and address issues of concern.**

### ***School Wide Communication***

Communication will occur frequently and will come in the form of oral or written communication. The main avenues for Promise Academy communication will occur via electronic mail (Promise accounts only), memorandums, newsletters, text messages, phone/voicemail messages and so forth. It is the teachers' responsibility to check for messages and communication daily. If problems are occurring with the Promise electronic account, please notify the Director of Technology immediately. Inform the Principal and fellow team members. Team members will then make sure you are informed using other communication methods (i.e. verbally, telephone, written, etc.) until the technology issue is corrected. The bottom line is, despite technical difficulties, all teachers are still responsible for making sure communication is received.

### ***Colleague Communication***

Communication with colleagues during the business day should always be done in a positive appropriate tone. It is important to refrain from excessive joking, making potential offensive comments that could initially be innocent in nature, but interpreted in another nature. It is not expected for communication to occur with fellow colleagues during scheduled instructional hours and assigned duties for sake of unnecessary distractions. The use of instructional time should be used effectively giving full attention to the students, therefore limiting non-student or non-developmental conversations with colleagues. Planning time is

given daily and is a critical component to ensure proper planning, reflection and modification of lessons occur. Colleague communication that is not pertaining to these critical elements of Promise Academy should be minimized during these scheduled times to help maximize and increase the entire purpose of your planning period - guaranteeing student success. Our work ethic expectations are high and should be evident and visible throughout the duration of the workday.

### ***Parent Communication & Relations***

Parent communication should always be in a calming, professional tone. **All conversations with parents should always begin with a positive statement and end on a hopeful note!** Communication efforts via phone and electronic mail should always be logged and documented. In-person conversations should always be documented with a copy for the parent and your classroom file. In the case of informal conferences, please summarize the discussion, always recognizing successes, addressing concerns, strategies and solutions finalized. All parent communication, including but not limited to phone calls and letters, should be done by the teacher, never the student. Teachers **are not allowed** to call parents to pick up students for discipline problems.

It is expected that parents are contacted monthly by phone to provide accolades about the child's academic and social development. In addition to phone calls, communication can occur regularly via email as well. This should be logged and documented. **Telephone messages and emails received by parents should be responded to within 24 hours.** Teacher websites should be updated by the last day of In-Service at close of business. All websites should include a recent picture and an updated biography.

### ***Student Communication***

Oral and written communication with students should be on a level that is age-appropriate. It is imperative that proper English/formal register and professional tones are used with students at all times. Our roles as adults vs. friends with students should not be a factor. Students should be corrected about correct grammar usage and effective communication. This should be done using framing so that the child wants to speak and communicate better. **Refrain from communicating in a negative, threatening manner.**

### ***Body Language/Gestures Communication***

Effective communication comes in a variety of forms and fashions (i.e. oral, written, body language). Body language speaks volumes! It is expected that staff members are aware of facial and body language during anytime on Promise's premises. Staff members should refrain from slouching, leaning against objects (i.e. walls, stages, etc.), crossing arms, sitting on tables, desks, stages, talking with hands in an intimidating manner and so forth. This type of negative body language could send off the wrong message of intimidation, laziness, lack of willingness to effectively perform job duties. Teachers should be highly visible and should be actively mobile at all times monitoring students and completing required duty tasks. This will increase work effectiveness, minimize and even eliminate unnecessary incidents from occurring.

## ***Personal Professional Conduct***

A key element of the Promise Academy approach to student character development is for our faculty and staff to serve as role models. All employees are expected to conduct themselves with grace, dignity, and respect at all times.

Offer to help other staff members and be willing to be helped by others (e.g., sitting down to listen, offering or receiving a teaching idea, etc.)

Believe that a call to teach is no greater or less than the administrator's call to lead or the maintenance personnel's call to maintain plant facilities.

With forthrightness, go directly to the person whenever the employee has an objection or disagreement with his or her words or practices.

Support in public, in private, and in practice any decision arrived at by the administration despite the employee's personal objections.

Offer differences of opinion by speaking and writing honestly and carefully, by listening fully, and by choosing the appropriate place for doing so.

Refrain from criticizing students, colleagues, parents, administrators, or Board members; gently stop other teachers', students' and parents' criticism of another person.

Work with a spirit of continuous improvement toward colleagues' personal professional development, in their specific positions, and for the school as a whole.

Be alert and willing to act to protect the physical assets of the school and the general safety of fellow employees and students entrusted to the school's care.

While modeling order, balance, and accuracy, we are careful to remain warm and nurturing. We model, train, and teach a lifestyle of manners and consideration, one that seeks to honor the feelings, needs, and concerns of others.

## ***Registered Sex Offenders***

An individual listed by the state of Tennessee or any other state as a registered sex offender is ineligible for employment within any authorized charter school.

## ***Recommendations and File Transfers***

Other than the routine transmission of administrative and personnel files, authorized Promise Academy employees are prohibited from assisting a school employee, contractor, or agent in obtaining a new job if the individual knows, or has probable cause to believe, that the person seeking a job change engaged in sexual misconduct regarding a minor or student in violation of the law, except if:

- (1) The information giving rise to probable cause has been properly reported to the appropriate law enforcement agency; and
- (2) The matter has been officially closed in one of the following ways:
  - a. The prosecutor or police have investigated the allegations and notified school officials that there is insufficient information to establish probable cause;

- b. The employee, contractor, or agent has been charged and either acquitted or exonerated; or
- c. The case remains open, and there have been no charges or indictment filed within four (4) years of the date the information was reported to the law enforcement agency.

### ***Telephone Use/Cell Phone***

#### ***Use Classroom Telephones***

Most classrooms are equipped with a telephone. Telephone usage should not occur during scheduled instructional hours. Calls made to parents should be logged accurately and consistently, submitting this data at the beginning of every month as noted on the school calendar to the Assistant Principal. Telephone calls made to parents regarding student academics and behavior should always be completed in private. This protects and respects the privacy of the child as required by the law.

#### ***Cell Phones***

Cell phones should be used as a secondary communication device not as a primary device. Cell phones should not be used during instructional hours. It should be placed on silent or vibrate throughout the day. **Cell phones can be used as a tool to video student behavior. However, video should be shown to administration and approved before showing or sending to parents.** Cell phone time will be used to synchronize all school activities including but not limited to meetings, EEC drop-off/pick-up, and lunch drop off and pick-up. Promise Academy's goal is to exude workplace excellence in every way.

Please refer to Promise Academy's cell phone policy.

Please note the following:

- (1) Cell phones should not be used at any time during the dismissal process.
- (2) Earbuds and Bluetooth should not be worn during school hours.
- (3) As an employee, you are not required to disclose your cell phone number to parents. Please use discretion when doing so.
- (4) Promise Academy is not responsible for lost, stolen, or broken devices.

#### ***Computer Use***

Computer usage should be limited to school-related activities only during instructional and work hours. Technology can be used for research for planning and instructional reasons. The key to remember is we are role models for our students and every single action reflects our high expectations of student and teacher work ethic/performance. Please refer to Promise Academy computer use policy.

*For more information, see Technology and Acceptable Use Policy.*

#### ***Faculty & Staff Use of Social Networks & Blogs***

Given the explosive growth and expansion of "social networking" technology such as Facebook, Twitter, Instagram, Pinterest, etc. and related resources such as blogs and other web-based discussion forums across all areas of modern life, Promise Academy has adopted

policy to provide guidance to employees when using these networks in a school or student related context.

**Employees are not permitted to post pictures, videos, or make comments on social media during school hours.** Students must have a media release in order to appear on the school site and social media. No student should appear on employee personal social media pages or websites.

Please refer to Promise Academy social media policy.

### ***Parameters and Context***

We realize that social networking bridges both the work life and personal life of employees -- and thus, some cross-over and conflict of responsibilities may occur. The school's interest is in defining the educational and work-related contexts of social networking and blogging, for the protection of our employees, students, and the school community as a whole.

**Note:** While certain references are made to "students" in this policy, the primary "audience" to whom the policy applies is our adult community -- principal, faculty, staff, and administrators or other adults acting on the school's behalf.

### ***Key Principles***

Interacting on-line with each other, with students, with alumni, and with others outside of the school community is, in its essence, no different than interacting with these groups face-to-face - i.e., we are required to maintain the principles of respect, dignity, prudence, professionalism, concern for and protection of children and safety in all interactions.

### ***Smoking***

Promise Academy is a smoke-free campus and is strictly prohibited on the premises or within fifty (50) feet of any entrance into a school-owned facility, any public seating area, in bleachers for sporting events, or in public restrooms at such events.

### ***Parent Teacher Organization (PTO)***

It is imperative we set the tone for parents. A great way to increase and enhance parental involvement and parent-teacher-school relationships is to increase the opportunities for communication and an exchanging of the minds between all involved. PTO stands for PARENT TEACHER ORGANIZATION. We plan to strengthen our PTO involvement on a school level further connecting all of our teachers and the Promise Community. This will open up continuous communication opportunities allowing the parents to hear firsthand what their students' successes and concerns are on a more immediate and frequent basis.

We are requiring all teachers to become involved with our PTO since this is one of the organization's ultimate purposes. This relationship will put us closer with the parents, strengthening our parent-to-school communication. PTO is responsible for supporting our school on a moral and financial level, purchasing needed items for programs, classrooms and the school (i.e. instructional materials, rugs, software, communication boards, etc.). Each grade should have at least one teacher present to attend PTO meetings that occur on the fourth Tuesday of every month at 5:00 p.m. PTO fees are \$5.00 for the entire year. By the end of the year, all teachers should have attended at least one of the PTO meetings.

### **3. School-wide Discipline/Classroom Management**

#### ***School-wide Rules***

The school rules were developed to provide a positive, productive working environment conducive for learning. It is our responsibility to provide an environment that is safe, secure, and orderly. The following rules will be consistently enforced and monitored throughout the school to meet this Promise Academy goal:

All students are expected to ultimately,

#### ***Be Ready, Be Respectful, and Be Responsible!***

Practice self-control.

- a. Listen and follow directions.
- b. Keep hands, feet, objects, and harmful comments to yourself.
- c. Conduct yourself respectfully and properly in the classroom, hallways, restroom, cafeteria and assemblies. (Raise your hand to speak, do not talk while others are talking, use inside voice, etc.)
- d. Use walking feet.
- e. Use inside voice.

We have established silent zones known as **ZONE ZERO** throughout the school. **ZONE ZERO** is anywhere outside of the classroom, hallways, restrooms, stairwells. It is the teacher's responsibility to make sure ALL students are in not making any noise in the designated silent zones.

#### **Hallway Conduct**

All students are expected to walk silently on the right side of the hallways (2 ½ blocks from the walls) and stairways in a straight line in the HALL position. We must respect other teacher's right to uninterrupted instruction, minimize distractions, and maximize our students' learning experiences. Teachers are expected to emphasize the importance of this expectation.

#### **Restroom Conduct**

The restroom has also been designated as a **ZONE ZERO**. Students will silently enter empty stalls only in the restroom with consistent monitoring by the classroom teacher(s). If all stalls are in use, students should wait patiently outside the restroom with their class until a stall becomes available. Students will keep their areas clean and respect the school property. Pencils, pens, crayons and other items that may leave marks or cause damage are not allowed in the restroom. Teachers are responsible to make this expectation a norm.

#### **Cafeteria Conduct**

All students are expected to enter the cafeteria silently in a straight line. To help control the noise level, students will be allowed to speak with the student to the left and the right of them only.

For safety reasons, we ask that students do not share food. Teachers must still model and teach appropriate cafeteria conduct.

**ALL teachers will sit with their class to monitor, and model appropriate cafeteria behavior and expectations (restaurant conduct) for the following time periods:**

- Kindergarten-Fifth Grade Teachers: 1<sup>st</sup> Month of School

Parents are allowed to eat lunch with students and bring in outside food.

Teachers must drop and pick-up students from the cafeteria on time. If lunch times are delayed, the DOS will notify the teacher of any schedule changes. Time will not be added to the lunch schedule because your class arrives late.

### ***School-wide Values Component***

Promise Academy is dedicated to providing our students with a well-rounded social, academic and values-filled curriculum instilling permanent life-long morals along the way.

The official **PROMISE PLEDGE** of Promise Academy is as follows:

- I promise to do my best today.
- I promise to listen and follow directions.
- I promise to think and act responsibly.
- I promise not to waste this day because it will never come again.

In order to obtain and maintain the Academy's PROMISE successfully our students will learn and implement the following values daily:

#### **ATTENTIVENESS**

- I will look at people when they speak to me. I
- will ask questions if I do not understand.
- I will sit or stand up straight.
- I will not draw attention to myself.
- I will keep my eyes, ears, hands, feet and mouth from distractions.

#### **RESPECTFULNESS**

- I will obey my authorities immediately. I
- will have a cheerful attitude.
- I will complete all that I am expected to do. I
- will not complain.
- I will go the "extra mile."

#### **TRUTHFULNESS**

- I will tell the truth.



- I will encourage others to tell the truth.
- I will not cheat or steal.
- I will admit it when I am wrong.
- I will not exaggerate to make things seem different than what they are.

**GRATEFULNESS**

- I will show my parents and teachers that I appreciate them.
- I will write “Thank You” notes.
- I will take care of my things.
- I will be content with what I have.
- I will count my benefits rather than my burdens.

**GENEROSITY**

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**ORDERLINESS**

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**FORGIVENESS**

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**SINCERITY**

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**VIRTUE**

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I will not expect  
anything in return

for my generosity. I  
will give my time  
and talents.  
I will praise the good I see in others.

I will abstain from anything which might  
damage or pollute my mind or body. I will treat  
others as I would want them to treat me.

I will pick up after myself.  
I will keep my work  
and play areas  
clean and neat. I  
will put things back  
where they belong.  
I will use  
things only for  
their intended  
purposes. I  
will return lost  
things to their  
rightful  
owners.

I will be quick to forgive.  
I will not cover up my own wrongs but will  
be quick to ask for forgiveness. I will not  
seek revenge.  
I will  
respond  
kindly to  
those  
who hurt  
me. I  
will not  
take up  
offenses  
for  
others.

I will be all that I can be.  
I will take responsibility for my own actions.  
I will respect others' opinions.  
I will always mean what I say.  
I will not take advantage of other people.

I will do what is right and  
encourage others to do the  
same. I will guard my eyes,  
ears, words and thoughts.  
I will learn to stand alone.

## **RESPONSIBILITY**

- I will follow directions at all
- times. I will turn in homework
- daily.
- I will wear my uniform proudly and properly. I
- will be responsible for my own learning.
- I will be responsible for helping my community.

### ***Promise Academy Discipline Procedures***

The sole purpose of establishing an appropriate code of conduct is to maximize our students' instructional time, minimize negative behavior, increase and recognize positive behavior, while at the same time empowering our teachers with enough authority to immediately, and in some cases, strategically, dissolve unnecessary discipline issues.

This plan is wholeheartedly monitored and supported by the administrative staff and board members of Promise Academy and can and will be adjusted as needed to insure the success and effectiveness.

All teachers will have a classroom management system with expectations, procedures, rules, consequences, etc. on file and will abide by this system continuously and consistently. Teachers will adjust the classroom management system as needed to maximize the success of minimizing discipline issues and increasing invaluable instruction time.

Teachers will use the following management strategies when a student misbehaves. These strategies are designed to minimize interference during execution of instruction. The following sequence should be followed when managing misbehavior in your classroom.

**Note:** Once students have internalized the routines and procedures, teachers will use one strategy from steps 1-3 prior to giving a check.

- (1) Narrate the Positive while making eye contact with the misbehaving student
- (2) Move in closer proximity to the misbehaving student
- (3) Use a nonverbal gesture to correct the student's behavior
- (4) Give the student a check (verbal or nonverbal)
- (5) Have a student stand
  - a. If on the carpet, the student will stand behind the carpet to not disrupt instruction
  - b. If at desks/table, student will stand behind the desk
- (6) Speak with student away from other students (Peace Corner Pass can be issued)
- (7) Student desk removed from the community
- (8) Call the office to have the student escorted to Dean of Student's /DSS Office
  - referral must be written before removal
  - Steps 1-7 must have been completed before referral

Consequences have been established based on the needs of individual classrooms. The responsibility levels have also been established. This policy is a collective, collaborative effort between school administrators, teachers, parents and the community.

Based on the severity levels of offenses, the parents/guardians may be automatically required to meet with the administrative team and/or discipline committee to establish an appropriate, effective plan of action for the student.

***The Peace Corner***

The Peace Corner is a strategy utilized by the Professional School Counselor and Dean of Students when a student is in need of a brief 15-minute reflective time out for the school.

***In-School Suspension/Detention***

In-school suspension or detention will consist of appropriate work packets prepared by the classroom teacher, school community service, written acknowledgment of school rules/expectations, engaging discussions, reflections, and seminar participation regarding character education, making the right choices, etc. with the Dean of Students and in some cases the Professional School Counselor or administrators as well as other appropriate documented activities.

***Out of School Suspension***

In the event of having to issue an out-of-school suspension, students may have a character education or apology letter to complete at home. The Dean of Students will place the course of action in Teacher ease on the student’s behavior log. Each student must have a Suspension Clearance Permit to return to class upon returning to school.

All classwork and assessments will not be able to be made up. Students will receive a grade of 60 for assessments only. Attendance during a suspension is unexcused.

*It is important to note, Promise Academy will in no shape or form participate in the use of any type of corporal punishment. Corporal punishment can be defined as the physical punishment of a student including the use of unreasonable or unnecessary physical force or physical contact made with the intent to cause harm or cause pain.*

Promise Academy Code of Conduct		
LEVEL 1 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<ul style="list-style-type: none"> <li>● Excessive talking</li> <li>● Classroom Interruptions</li> <li>● Not following directions</li> <li>● Inappropriate and excessive noise</li> <li>● Inappropriate non-instructional material</li> <li>● Kindergarten cheating</li> <li>● Throwing objects in class (i.e. paper, spitballs)</li> <li>● Excessive Tardiness or Early Releases</li> <li>● Uniform code violations</li> <li>● Inappropriate classroom conduct</li> </ul>	<ul style="list-style-type: none"> <li>● Verbal warning</li> <li>● Classroom intervention strategies (School-wide check system)</li> <li>● Loss of privileges (i.e. recess, fun classroom activities)</li> <li>● Lunch Reflection</li> <li>● Parent communication (phone, email, or written notice)</li> </ul>	<ul style="list-style-type: none"> <li>● TEACHER LEVEL</li> </ul>
LEVEL 2 OFFENSES	CONSEQUENCES	RESPONSIBILITY
<b>LEVEL 2 OFFENSES</b>	<b>CONSEQUENCES</b>	<b>RESPONSIBILITY</b>

<ul style="list-style-type: none"> <li>● Defiance</li> <li>● Disrespectful (name calling, eye rolling, negative body language - stomping away, etc.)</li> <li>● Inappropriate language</li> <li>● Inappropriate gestures</li> <li>● Cheating (1<sup>st</sup>-5th grade)</li> <li>● False accusations</li> <li>● Inappropriate behavior in the hallway/restroom/cafeteria</li> <li>● Inappropriate class conduct</li> <li>● Inappropriate recess behavior</li> <li>● Possession/use of matches, lighters, or fireworks</li> <li>● Possession of over the counter medications (i.e. aspirin, cough medicine, cough drops)</li> <li>● Continuing to engage in same Level 1 violations</li> <li>● Class cutting</li> <li>● Being in an unauthorized area without permission</li> <li>● Altering communication information sent home</li> </ul>	<ul style="list-style-type: none"> <li>● Classroom intervention strategies (School-wide check system)</li> <li>● Written notification to parents</li> <li>● Loss of privileges (recess, grade lunch detention)</li> <li>● Written reflection</li> <li>● Parent-teacher-student conference</li> <li>● Establish written behavior management plan that must be monitored, documented</li> <li>● After-School Detention</li> <li>● In-School Suspension</li> </ul>	<ul style="list-style-type: none"> <li>● TEACHER LEVEL</li> <li>● PARENT LEVEL</li> </ul>
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<p style="text-align: center; color: #808080;">LEVEL 3 OFFENSES</p> <p style="text-align: center;"><b>LEVEL 3 OFFENSES</b></p>	<p style="text-align: center; color: #808080;">CONSEQUENCES</p> <p style="text-align: center;"><b>CONSEQUENCES</b></p>	<p style="text-align: center; color: #808080;">RESPONSIBILITY</p> <p style="text-align: center;"><b>RESPONSIBILITY</b></p>
<ul style="list-style-type: none"> <li>● Insubordination</li> <li>● Profanity</li> <li>● Obscene written gestures</li> <li>● Theft less than \$500</li> <li>● Bullying/Cyber Bullying</li> <li>● Harassment/Intimidation</li> <li>● Sexual, racial, ethnic, or religious harassment/discrimination</li> <li>● Pushing/shoving/kicking/slapping</li> <li>● Forgery/plagiarism</li> <li>● Leaving classroom without permission</li> <li>● Potentially dangerous activity (such as throwing chairs &amp; food fights)</li> <li>● Fighting resulting in minor injuries</li> <li>● Possession of mace or disabling sprays</li> <li>● Inappropriate use of electronic media, including, but not limited to, all calls (land line, cellular or computer generated), instant messaging, text messaging, audio recording devices, iPods, MP3s or any type of electronic music or entertainment device, and cameras and camera phones</li> <li>● Inciting, advising or counseling of others to engage in any acts in Level 3, 4, &amp; 5</li> <li>● Continuing to engage in same Level 2 violations</li> </ul>	<ul style="list-style-type: none"> <li>● Automatic classroom intervention strategies (School-wide clip moved to RED)</li> <li>● Automatic documented communication - written note, phone call, email</li> <li>● Loss of privileges</li> <li>● Lunch Reflection</li> <li>● Automatic parent-teacher-DSS-student conference</li> <li>● Referral to office based on severity</li> <li>● Establish written behavior management plan that must be monitored, documented</li> <li>● Detention/ISS/OSS</li> </ul>	<ul style="list-style-type: none"> <li>● PARENT LEVEL</li> <li>● TEACHER LEVEL</li> <li>● ADMINISTRATION (based on severity)</li> </ul>
<p style="text-align: center; color: #808080;">LEVEL 4 OFFENSES</p> <p style="text-align: center;"><b>LEVEL 4 OFFENSES</b></p> <ul style="list-style-type: none"> <li>● Threats (serious or non-serious) or false accusations against school personnel</li> <li>● Possession of tobacco products and smoking while in or on school property or under school's jurisdiction</li> <li>● Gang Activities-any gang related activity not specified in Level 5</li> <li>● One or more students initiating a physical attack on an individual student on school property or at a school-sponsored activity</li> <li>● Vandalism (furniture, textbooks, etc.)</li> <li>● Theft over \$500</li> <li>● Pulling fire alarm</li> <li>● Inappropriate touching</li> <li>● Inappropriate exposure</li> <li>● Unauthorized use and/or inappropriate Internet sites</li> </ul>	<p style="text-align: center; color: #808080;">CONSEQUENCES</p> <p style="text-align: center;"><b>CONSEQUENCES</b></p> <ul style="list-style-type: none"> <li>● Referral to office process</li> <li>● Automatic documented communication - written note, phone call</li> <li>● Loss of privileges</li> <li>● In-school suspension (ISS)</li> <li>● Suspension (OSS)</li> </ul>	<p style="text-align: center; color: #808080;">RESPONSIBILITY</p> <p style="text-align: center;"><b>RESPONSIBILITY</b></p> <ul style="list-style-type: none"> <li>● PARENT LEVEL</li> <li>● TEACHER LEVEL</li> <li>● ADMINISTRATION</li> </ul>

<ul style="list-style-type: none"> <li>Leaving campus without permission</li> <li>Continuing to engage in Level 3 violations</li> </ul>		
<i>LEVEL 5-Exit Plan</i>	<i>CONSEQUENCES</i>	<i>RESPONSIBILITY</i>
<b>LEVEL 5-Exit Plan</b>	<b>CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>Weapons (i.e. pocket knives, fire arm, tasers) on school property or school-sponsored activity</li> <li>Drugs and alcohol (possession, use, or paraphernalia)</li> <li>Off-campus criminal behavior resulting in felony charge</li> <li>Gang activities-activity that is threatening &amp;/or intimidating, recruitment, gang related fights, gang texts, graffiti, gang text</li> <li>Possession or use of counterfeit money on school property</li> <li>Aggravated assault against student resulting in serious injury</li> <li>Assault or battery against any teacher, principal, administrator, school employee, or visitor (substitute, volunteer, tutor, etc.)</li> </ul>	<ul style="list-style-type: none"> <li>Suspension (OSS)</li> <li>OSS 11-180 Days</li> <li>Voluntary Withdrawal</li> <li>Expulsion</li> <li>SCS Security</li> </ul>	<ul style="list-style-type: none"> <li>PARENT LEVEL</li> <li>TEACHER LEVEL</li> <li>ADMINISTRATION</li> </ul>
<i>LEVEL 5 State Mandated Zero Tolerance</i>	<i>CONSEQUENCES</i>	<i>RESPONSIBILITY</i>
<b>LEVEL 5 State Mandated Zero Tolerance</b>	<b>CONSEQUENCES</b>	<b>RESPONSIBILITY</b>
<ul style="list-style-type: none"> <li>Aggravated assault against school personnel resulting in serious bodily injury</li> <li>Possession/sale/distribution of illegal drugs or unauthorized prescription drugs</li> <li>Possession/concealment/use/sale/distribution of firearms or explosive devices</li> </ul>	<ul style="list-style-type: none"> <li>Expulsion</li> <li>SCS Security</li> </ul>	<ul style="list-style-type: none"> <li>PARENT LEVEL</li> <li>TEACHER LEVEL</li> <li>ADMINISTRATION</li> </ul>

\*Promise Academy administration reserves the right to change the Code of Conduct as needed.

***Referrals to Office***

Teachers that are experiencing offenses on the 3rd and 4th level of the discipline policy should fill out the **Discipline Referral Form**. This form must be submitted to the Dean of Students. Students should not be sent to the Dean’s office by themselves or without this form. Students with a written discipline referral form should be accompanied by an adult at all times, no exceptions. If this is the case, it is the duty of the Dean of Students to immediately notify the Director of Student Support. All students should be supervised at all times. Students should never be left in the hallway for discipline purposes.

**Teachers should call parents regarding behavior, but consequences should never be discussed. All questions regarding consequences should be referred to the Dean of Students or Administration.**

A **Behavior Management Plan (BMP)** should be developed for all students that exemplify documented (behavior logs, notes home, call log/purpose, etc.) habitual behavior issues. The **BMP** should be established in conjunction with the classroom teacher, parents and Professional School Counselor. In the event of a child receiving Special Education Services, then the plan should be developed with the Special Education teacher in an official IEP meeting. The plan should record priority targeted behaviors that must immediately be addressed (i.e. keeping hands to self, staying in the seat, leaving the classroom, etc.). It should include a **Plan of Action** to minimize and eliminate the behaviors specifically for that child. It should also include incentives and consequences. More importantly the plan must be implemented, monitored and documented regarding the progress, consistently. In the event the plan is not as successful, another **BMP** meeting should be held to establish more stringent strategies to minimize the child's behavior while maximize his/her learning time. This plan should be shared with all support staff members and any other member that comes in contact with the child.

### **Discipline of Students with Disabilities**

At Promise Academy, we are committed to serving all students, especially those who need us the most, while simultaneously protecting the strong culture that makes our academic gains possible. All students are taught the Promise Academy values and are held accountable to them throughout the year. As stated in the general Code of Conduct, misbehaviors at school result in consequences. If unsafe and harmful behaviors persist, or if students have not adequately had their needs met, more serious supports, and potential consequences may be put in place. Supports and potential consequences vary based on the grade level of the student, the severity of the action, and the frequency of the incident. Such consequences may include:

- student reflection on community violation (may be written, private or public);
- removal of school privileges (including school trips, in-school privileges, etc.);
- lunch or after-school detention;
- school/community service;
- in-school suspension;
- short-term out-of-school suspension;
- long-term out-of-school suspension; and
- removal from the school community.

To preserve valuable instructional time, the school strives to keep our students in school and in classrooms. However, allowing the same students to commit the same infractions in the same situations can have a deleterious effect on the culture of our schools. Therefore, when a student's actions are detracting from the ability of other students to learn in a safe, productive environment, it may be necessary to remove the offending student from the classroom and in the most severe cases, asked to leave the school community and eventually the school. If a student's consequence involves being picked up by a parent, guardian, or authorized adult and escorted home early, or suspended for any period of time, a parent or guardian may be asked to meet with an administrator regarding the student's behavior prior to his or her return to school.

### **Tiered Behavior Responses**

While the school strives to remain consistent in the way we execute our behavior system consistently, we also recognize that some student's needs may be best met through customized behavior plans. We also seek to tailor consequences to the severity and frequency of the undesirable behavior and the student's individual circumstances. Both the



severity of consequences and the scope and depth of structured, proactive support provided by the school to troubled students will increase commensurate with the severity and frequency of the violations. As the consequences become more severe, we will notify and seek the involvement of families to help design and implement response plans. The school's response to behaviors will escalate as negative behaviors escalate, with the most serious infractions of the Code of Conduct receiving the most serious consequences. Violence directed to other students or staff will lead to the most serious consequences.

All students facing out of school suspension are entitled to due process. For a short-term out of school suspension (i.e., a suspension for ten days or less), the student will, prior to the suspension, be told by the Principal or school leader the basis for the suspension, the evidence supporting the consequence, and will be able to give his or her side of the story. For a suspension longer than ten days, a student will have the opportunity to present evidence to the school leader in a more formal hearing, is entitled to be represented by counsel, will be provided the evidence supporting the suspension, and will be given the opportunity to confront the evidence against the student and to present evidence as well. The student can be removed from the school immediately if a danger to others and the school environment. In appropriate circumstances the student may also be referred to law enforcement authorities.

The most serious consequence, if all else fails and in extraordinary circumstances, will be expulsion from the school. A student facing expulsion and his or her parents will be afforded all due process protections required under applicable laws and regulations including a full and fair hearing.

### ***Alternative Instruction***

The school provides students with alternative instruction if they are suspended or expelled (until enrolled in another school, or until the end of the school year, whichever comes first). During the period of their removal or suspension, students must be provided with alternative instruction, which includes, but is not limited to, classwork and homework assignments. Additionally, students will be permitted to take any citywide or state examinations that are administered during the suspension period for which no make up examination is permitted by the testing authority, as well as to make up school examinations that may affect their academic records. Arrangements will be made between the school and each individual family for the delivery of services, pickup/delivery of work, and the making-up of any missed assignments and classroom instructional support. All alternative instructional materials will permit the student to make adequate academic progress and must be completed satisfactorily for the student to return to school. Nonetheless, alternative instruction cannot replicate all the benefits of full classroom instruction and participation by the student.

Alternative instruction will provide the student with an opportunity to continue to earn academic credit and must be appropriate to the individual needs of the student. All IDEA mandates must be followed for students with disabilities during alternative instruction. In determining the alternative instruction for a student with a disability and for a student who has a 504 Accommodation Plan, consideration will be given to the student's IEP, behavioral intervention plan, and/or 504 Accommodation Plan.

### ***Due Process Protections***

The school holds all students to high expectations. Students with an identified disability as documented by an IEP or 504 Plan are provided with the accommodations necessary to access the curriculum. This includes accommodations that address social, emotional and behavior concerns.

Students with disabilities have the same rights and responsibilities as other students and are afforded due process protections under the provisions of the Individuals with Disabilities Education Act and its implementing regulations. A student with a disability may be entitled to disciplinary measures that align with his/her needs as outlined in an IEP, 504 plan, and/or determinations from a Manifestation Determination Review (“MDR”). Students for whom an IEP does not include specific disciplinary guidelines may be disciplined in accordance with the standard school policy. Re-entry meetings occur when a student is removed from the environment for a severe or repetitious unproductive behavior.

When a student with an IEP has been removed from school for either 10 consecutive days or for more than 10 cumulative school days in a school year based on conduct that forms a pattern of removal and results in a change in placement as determined by the school, he or she is entitled to a prompt review of the causal relationship between his or her disability and the behavior that precipitated the school’s disciplinary action. The MDR is designed to determine whether (1) the conduct in question was caused by or had a direct and substantial relationship to the student’s disability; or (2) the conduct in question was the direct result of the school’s failure to implement the IEP. The manifestation team will consist of school officials, the student’s parent or guardian, and relevant members of the multidisciplinary team. Parents or guardians will receive written notification prior to any manifestation team meeting. This notification will inform the parent or guardian of (1) the purpose of the meeting, (2) the names of the individuals expected to attend, and (3) his or her right to have relevant members of the multidisciplinary team participate at the parent or guardian’s request.

The MDR will include a review of all relevant information in the student’s file including his or her IEP, any teacher observations, and any relevant information provided by the parent or guardian. If the manifestation team determines that the student’s conduct was a manifestation of his or her disability, the multidisciplinary team will (1) conduct a functional behavioral assessment and implement a behavioral intervention plan; and return the student to the placement from which the student was removed, unless the parent or guardian and the school agree to a change of placement as part of the modification of the behavioral intervention plan. If the manifestation team determines the conduct in question was the direct result of the school’s failure to implement the IEP, the school will take immediate steps to remedy those deficiencies. Lastly, if the student’s conduct is ruled not to have been a manifestation of his or her disability, school personnel may apply the relevant disciplinary procedures to students with disabilities in the same manner and for the same duration as the procedures would be applied to students without disabilities.

### ***Classroom/Hallway Management***

Classroom management is a critical factor because it contributes to the teacher being able to maximize the students’ learning experience. Classroom management strategies should be clearly defined and consistently implemented. Teachers are ultimately responsible for making sure a solid classroom management system that includes systems and routines is in place.

One critical factor in effective classroom management is making sure teachers are present in the classroom at all times. ***Absolutely under no circumstances should a teacher leave the room when students are present for any reason. Teachers should also never leave students in the hallways or cloak rooms unattended, nor spaces where they cannot be seen or supervised.*** In the event an emergency should arise that requires you to leave the room or your class unattended in the hallway you must ask a teacher or grade level teacher assistant to stand in the hall and watch both classes until you return. Any teacher who chooses to

leave their class unattended will be subject to immediate corrective discipline actions that will include, but not limited to, written reprimands, suspensions, and possible termination.

Teachers will be required to complete a classroom management plan that will address classroom rules/arrangements, procedures, transitions, consequences and rewards. This plan should be submitted to the Director of Student Support & Family and Community Relations for review and approval by Thursday of in-service week.

### ***Student Uniform***

We are a proud uniform school. Our selected uniform attire reflects a professional appearance, increases confidence and a sense of self-worth, minimizes discipline issues, and most-importantly, places our students on the path to college and career readiness.

The uniform policy is a major component of Promise Academy's school culture and should be adhered to AND enforced by all faculty and staff members accordingly. We

have a required school uniform for several important reasons: ***Uniforms***

#### ***unite us as a community***

When you look at a group of students in the Promise Academy uniform, it is a powerful visual statement of our community. Students make a commitment that when they put on the Promise Academy uniform; they are agreeing to live up to the school's high expectations.

#### ***Uniforms reduce distractions and clothing competition***

Often students spend more time discussing and evaluating what others are wearing or not wearing than they spend focusing on learning. Wearing uniforms eliminates this distraction.

#### ***Uniforms minimize inequities***

Whether families have high incomes or low incomes, the students come to school looking the same way. No one is made to feel bad about the clothes they have or don't have.

#### ***Uniforms look professional***

Students look neat when they arrive to school with shirts tucked into their pants. The students come mentally prepared for school and "dressed for work."

Teachers will do a uniform check at the beginning of the school day. Students will not be allowed to attend class after 2 uniform violations until their parent/guardian brings the correct attire. Classwork and/or assessments will not be made up. The student will receive a grade of 60 for missed assessments.

Students may not change out of the Promise Academy uniform at any point during the school day. Students must wear the Promise Academy uniform during physical education.

## **4. Instructional Expectations**

### ***Instructional Philosophy – Driven by Standards & School-wide Beliefs***

We educate , develop, and nurture the mind, body, and spirit of children so that they emerge as life-long learners and world ready leaders. We are committed to preparing children to excel in the nation’s most rigorous schools. Our instructional practices are developed to increase mastery of the established National Common Core State Standards that have recently been adopted by the Tennessee Department of Education. These challenging standards drive our instruction in the classroom.

### ***Curriculum***

Our selected instructional books and technology curriculum will provide strengthening in the following areas:

Structured Literacy Components in the Classroom (required for all teachers)

**Promise Academy will always focus on the major components of reading as outlined in our charter:**

- (1) Phonological Awareness**
- (2) Phonics**
- (3) Vocabulary**
- (4) Comprehension**
- (5) Fluency**
- (6) Writing**
- (7) Motivation**

### ***Read Alouds***

Teacher reads a story aloud to the students. Students are able to hear more complex language patterns that would be too difficult for them to read on their own. It provides opportunities to engage children in discussions that involve asking questions, making predictions and offering opinions.

### ***Shared Reading***

Teacher reads with whole group using enlarged print. Reading may be from big books, poetry/song charts, alphabet cards and sentence strips. Students actively participate in the reading with the teacher’s guidance. The teacher uses the supportive context of shared reading to model and teach concepts of print and to help develop reading strategies.

### ***Guided Reading***

Teacher works with 2-6 students with similar instructional needs, in flexible groupings. Students are matched with books that ensure success while offering challenges that can be met with some teacher support. (At least 90% accuracy.)

### ***Independent Reading***

Students are provided with time to self-select books and read on their own at their independent reading level. (98% accuracy.) This daily time helps readers achieve fluency through rereading of both familiar and easy text. Every classroom should have reading boxes with leveled books for students to read for pleasure.

### ***Handwriting***

Research proves explicit handwriting is an important component to building literacy skills and a strong indicator of future success for all students.

### ***Model Writing***

The teacher models the writing process by thinking aloud while composing and writing a text on a board or large chart paper. Modeled writing should be a brief writing, focused on a few key skills or strategies, related to the learning experiences in the classroom. In modeled writing the teacher “Holds the Pen”. All teachers are required to model writing daily. Grammar mini- lessons must also be provided.

### ***Interactive Writing***

Interactive writing is shared experience between the teacher and students as they collaboratively write a text. Students supply all the letters, words and writing strategies they know and the teacher supplies the rest. In interactive writing the student “Hold the Pen”.

### ***Guided Writing***

Students write independently on self-selected or prompted topics with teacher guidance and support. All students will be assessed this year in writing.

### ***Writing***

All K-5 teachers will implement writing components of CKLA. Writing will drive our grammar and spelling instruction through mini lessons. All K-5 teachers will be trained during the week of in-service and is expected to teach writing on the first day of school. A writing plan will be created each week using the CD provided.

The following will take place in order to build a community of writers at Promise Academy:

Daily Writing instruction of 20-30 minutes per day using CKLA. Teachers will model writing instruction. Student work will also be exhibited in the hallways.

The students will publish the following:

Descriptive Writing - Published Work to be displayed and bound

Expository Writing - Published Work to be displayed bound Narrative

Writing - Published Work to be bound

Persuasive Writing / Student Choice - Published Work to be bound

## ***Teachers Who Build Strong Readers and Writers***

- Set high but realistic expectations-and consistently encourage students to try more challenging tasks. Teachers monitor student use of skills, provide prompts, and offer much “scaffolding” during reading and writing activities.
- Emphasize reading, writing, and literature, through teacher reading, author studies, book discussions, and accessible classroom collections.
- Make the classroom a positive, reinforcing, cooperative environment. Teachers encourage cooperation among students and build it into daily activities. They model positive talk and reinforce.
- Make strong connections across the curriculum. Teachers integrate reading and writing, provide seamless instruction, and employ literacy strategies to help students gain content knowledge.
- Teach literacy skills explicitly, in context. Reading and writing tasks provide contexts, explicit teaching, and frequent practice opportunities for students.
- Foster student self-regulation. Teachers explicitly encourage students to self - monitor use of time, organization, and work habits.
- Demonstrate excellent classroom management skills. Their instructional planning is evident, they make rules and expectations clear, meaningfully engage assistants, and give students plenty of academically manageable tasks.

## ***Science***

Science will be taught daily in grades K-5. STEMscopes is the curriculum chosen for science-based instruction. The program allows for a plethora of hands-on, inquiry-based activities following the 5-E instructional model for science. We will use this program and follow its scope and sequence carefully.

## ***Mathematics***

Eureka Math is the math curriculum for grades kindergarten through fifth grade. We will use this program and follow its scope and sequence carefully. **It is expected that all teachers move from whole group to small group in providing effective math instruction. Small group instruction is expected for all students who are at-risk.** We have an uninterrupted math block. Supplemental materials for classroom instruction and remediation will be provided.

## ***Social Emotional Learning***

Selected K- 5 teachers will implement Tool Box daily during class Morning Meeting. This program aims to promote positive character and citizenship values, literacy skills, and social skills. The program contains a curriculum that can be used over any length of time. During classroom lessons, students read books about such everyday issues as ethnic discrimination, fighting, and bullying, and elaborate on central themes through role-playing and discussions practiced in school and at home. Emphasis is given to promoting caring relationships between teachers and students and among students and to connecting the values taught through students’ personal stories.

## ***Technology***

All Kindergarten-5th grade students should use i-Ready daily for remediation or enrichment: • i-Ready builds confidence by starting students off at their highest level of proficiency and guiding their acceleration forward. i-Ready Personalized Instruction delivers powerful online lessons that motivate

students on their paths to proficiency and growth. Driven by insights from the i-Ready Diagnostic, i-Ready's online K-8 lessons provide tailored instruction that meets students where they are in their learning journey and encourages them as they develop new skills. i-Ready Personalized Instruction is complemented by easily accessible teacher resources that enable teachers to target the specific skills with which students are struggling most in their whole class, small group, and one-to-one instruction. i-Ready Personalized Instruction:

- Taps into the rich data from the i-Ready Diagnostic to deliver personalized learning paths to growth for each student, balancing rigor and reachability
- Meets learners at their level, helps them problem solve, and keeps them motivated to continue their progress
- Provides digital instruction that is proven to drive gains for students at all levels and is backed by evidence for the Every Student Succeeds Act (ESSA)

## ***Lesson Plans***

Lesson plans are a written outline of the daily activities in each of your classes. Submitting lesson plans encourages us to put our teaching goals in writing. Writing fabulous lesson plans does not guarantee a successful day. However, we cannot be effective on an ongoing basis if we do not have a goal, a specific destination, time frame, with continuous monitoring and adjusting. All lesson plans should be submitted one week in advance. Remember it is the responsibility of the teacher to teach until all students have success. All teachers must completely cover the required Tennessee State Standards and Common Core Standards. **All lesson plans should be submitted by Wednesday afternoon by 12:00pm.**

**Failure to perform this responsibility will be subjected to disciplinary actions.** If you are absent on a Monday, it is expected that your lesson plans will be submitted at the appointed time (Tuesday at 12pm).

**Remember to plan for the entire day. Every minute needs to be used for work.**

### Minimum Expectations

- Grades K-5 - **all lessons** must be based on State Standards and Common Core Standards.
- Implementation of the selected curriculum
- Literacy must show all components of Structured Literacy Program Lesson
- plans will be monitored weekly
- 9 Researched-based instructional strategies
  - (1) Identifying similarities and difference
  - (2) Summarizing/note taking
  - (3) Reinforcing effort/recognition
  - (4) Homework/practice
  - (5) Nonlinguistic representations
  - (6) Cooperative learning
  - (7) Setting objectives/providing feedback
  - (8) Generalizing/testing hypotheses
  - (9) Cues/questions/advance organizers

Using the **HOTS** method (**H**igher **O**rders **T**hinking **S**trategies), focusing on the components of the High Level of Bloom's Taxonomy in Level of student work (Knowledge, Application, Synthesis, Comprehension, Analysis, and Evaluation)



## ***Observations/Evaluations***

### ***Observations***

All classroom, support teachers, and educational learning specialists will be observed weekly during the year. All staff can be observed at any time. The Observation and Feedback Cycle for teacher support will begin in August through December. Failure to provide great first teaching, implement the 9 research-based strategies of Classroom Instructions that Works, poor classroom management, frequent complaints on poor instructional practices, failure to submit lesson plans, newsletters, homework plan or assessment data, and/or failure to send home Thursday folders with progress reports and graded papers will lead this administration to place you on formal Professional Improvement Plan for designated time period. Progressive discipline shall be followed for teacher's failure to perform and fulfill required job duties and responsibilities.

### ***Evaluations***

All teachers will be informally and formally evaluated multiple times in an academic year. Informal evaluations are always unannounced. Formal evaluations will begin in January continuing throughout the school year. Evaluation expectations will be discussed in greater depth during Professional Learning Communities and during Feedback meetings.

### ***Academic Intervention Plans***

Promise Academy will provide appropriate intervention services to students that qualify based on various benchmark and state assessments results. Intervention will be implemented daily and adjusted accordingly to meet the needs of the students and increase student academic success. Proper training will be rendered to help teachers and educational assistants successfully implement the intervention plan.

### ***Special Education***

Promise Academy provides required special education services to students that qualify. It is the teacher's responsibility to be aware of students enrolled in their class that have Individualized Education Plans (IEP's) or 504 Plans. Classroom teachers should schedule a meeting with the Special Education teacher to review the classroom requirements and modifications needed to make sure that student is successful.

### ***Referral Process***

If it is suspected a student may need additional special education services the following must occur prior to a formal referral:

- Communicate this concern to the Professional School Counselor (PSC).
- Upon communication with the PSC, a minimum of nine (8) weekly or four (4) bi-weekly progress monitoring data points in reading using Voyager and reading and math must be collected using Success Maker data to start the process.
- Student will be added to the Students of Concern List. During the Student of Concern monthly meeting, the SRT committee will meet and continue to monitor the student's progress and how to proceed.
- Teachers should begin to collect classroom assessment data and small group Intervention Logs.

- In the meantime, an intensive academic intervention plan and implemented with teachers and ELS.
- Weekly Progress Monitoring will take place for the identified student (14-16 PM points are needed to formally refer). Fidelity checks will be completed by PSC or DSS.
- This information will then be reviewed in a formal SRT meeting, then and referred to the SCS School Psychologist for review and further recommendations.

## **Quality Work &**

### **Displays Elements of**

#### **Quality Work**

**Content and Substance** is the meat of the lesson...the curriculum, the standards...the lesson objective ...students will know (what?) ... by (what?). This is listed first because of all ten elements it is the most important. (Curriculum Connections)

**Organization and Knowledge** includes making certain that the lesson is sequenced properly, that the students have pre-requisites skills necessary to complete the lesson, that the teacher has planned activities and strategies which answer the guiding question(s) of the lesson. (Curriculum Connections)

**Product Focus** is the end result. Every lesson should have an end result...a project, a product...something tangible that shows that the students have learned. Sample products include products such as themes, mobiles, written paragraphs, applications of mathematics, demonstrations, performances such as songs, poems, plays, skits... Therefore, the term, lesson, refers to the amount of time it takes to complete the lesson. One lesson could be fifteen minutes or it could involve three to four days. (Strategies, Extending and Refining Knowledge)

**Clear and Compelling Product Standards** Every lesson should culminate in a product. It is necessary that teachers set clear and compelling standards for that product. This can be done in a number of ways: rubrics, models of exceptional work (exemplars), demonstrations, and examples of “not so perfect” work. Students should know exactly what is required BEFORE their work begins. (Strategies, Distributed Practices, et al)

**Protection for Adverse Consequences of Initial Failure** The most effective motivator is to teach students on their instructional level. Methods to help students be successful include: pairing students, breaking learning into parts, such as in writing a persuasive paper (note cards, outline, rough draft, etc.), teacher monitoring, group work, or peer tutoring. (Distributed Practice, Strategies)

**Affiliation** Students learn more and better when they share their experiences with others. Affiliation can be accomplished through peer groups and cooperative learning but can also include interaction with the community outside the classroom. Parents, grandparents, community agencies, and those who live in the neighborhood can be included in the lesson (surveys, interviews, etc.) (Collaborative Pairs).

**Novelty and Variety** regularly include something novel or unusual into the lesson. Variety in strategies is a MUST especially with young adolescents who must move and change constantly. During one class period the teacher might use three separate strategies such as direct instruction, an inquiry activity, and then a group activity. (Strategies, Extend & Refine)

**Choice** is power. Include choices into lesson design. For example, students may choose HOW to complete an assignment...written, oral, video presentation, etc. On tests, quizzes, you may give students the choice of five of seven questions. Choice of topics in a written assignment is another method to allow students to be more involved in their work. (Strategies, Extend & Refine)

**Affirmation of Product** Affirming a student's work is a powerful method of encouraging him to do his best work. This can be accomplished through posting his work, sharing with an outside group such as parents, in a community center, displays in neighborhood businesses, etc. Praise is but a small part of affirmation of performance for a job well done. The student needs to share his learning with an audience. (Extend & Refine)

**Authenticity** is a very important element of quality work design. Is the assignment relevant to the student? Can the student see its usefulness in the real world? Can it be related to something which is important to the student? (Motivation, Strategies, Extend & Refine)

## ***Quality Work Display***

### **Wall/Door Displays (Student Work)**

Priority will be given to maintaining outside classroom displays, doors, and school environment. All teachers must help with displays. Doors must be kept free of paper and huge décor due to fire regulations. All doors must have the class college pennant and the year the students will graduate from college on the outside of the door.

All teachers are responsible for keeping current, unit related, quality work on display in their assigned area. Grade level bulletin board displays should contain samples from all classrooms. Wall displays must be updated the **first Wednesday of each month or as noted on school calendar**. Make sure the work of every child is posted.

All quality displays should:

- State Title and a clear project description
- State the related standard
- Never commercially produced materials (No ditto sheets)
- Always Student Work
- Teacher Exemplar
- State how quality of project will be determined (Ex: rubric)
- Never contain scores
- Always mounted on construction paper
- Always reflect the students' best efforts
- Remember the Quality Work refers to the **quality of the assignment**

## ***Homework***

Homework is defined as meaningful and quality work assignment to students that is intended to be completed during non-instructional hours. Homework helps students to develop self-discipline and practice previously learned content or academic skills. Promise Academy provides a challenging academic environment, since we are preparing our students to excel in the nation's most rigorous schools, therefore homework should be given Monday-Thursday.

Assigned homework should always be an extension and reinforcement of what was already taught and learned in the classroom. Homework time is not the time to introduce new skills but enhance current skills. **Homework should not be given as a weekly packet.** Homework should be able to be completed independently by the student.

The total amount of homework assigned will depend upon the grade level of the student. The amount of homework normally increases as the student progresses through school. During a typical week, the total time for completion of homework assignments should not exceed:

**Kindergarten:** An average of 10 - 15 minutes per day

**1st - 2nd Grade:** An average of 30 - 40 minutes per day **3rd -**

**5th Grade:** An average of 45 - 60 minutes per day **Grading**

## ***Assessment Tools***

Periodic assessment is an ongoing process that will provide valuable information about your students. We will use a wide variety of assessment instruments to identify the strengths and weaknesses of your students, both as a class and on an individual basis. Such information will then be used to plan for effective instruction and 'just in time' remediation, especially in alignment with the National Common Core State Standards and TN SPIs (3rd-5th).

Teachers are encouraged to use informal assessment tools that are included in resource kits (ex: chapter tests, comprehension tests, etc.). These tests should be conducted more frequently and test smaller amounts of material. We encourage you to adapt these tests to your particular needs. Keep in mind, the best assessments may be those created by teachers. It is important that we "teach what we test and test what we teach".

## ***Grading Guidelines***

Grades should be entered into the electronic gradebook on a weekly basis. Follow the minimum guidelines set forth for each subject and category:

- **K-5th Reading, Language Arts, & Math**
  - \*4-5 Assessment Grades
  - \*4-5 Quizzes Grades
  - \*7-9 Classwork Grades

- \*7-9 Homework Grades
- **K-4th Science & Social Studies**
  - \*3-5 grades per category (assessments, quizzes, homework, & classwork)
- 5th Grade Science & Social Studies
  - \*4-5 Assessment Grades
  - \*4-5 Quizzes Grades
  - \*7-9 Classwork Grades
  - \*7-9 Homework Grades
- **EC Classes:** 6-8 grades per quarter
- **SPED Reading & Math**
  - \*3-5 Assessment Grades
  - \*3-5 Quizzes Grades
  - \*6-8 Classwork Grades

Work that is recorded in your grade book should be kept on file for documentation purposes. We will not back you on a grade without proper documentation.

Grades should be based on a variety of different assessments. It is the teacher's responsibility to find a way to make each student successful. All students regardless of their ability should have success during a school day. Each student should be given the majority of their work on their performance level. A student cannot be given a D or an F on their report card unless the parent has been contacted at least three times (phone, conference, or note). That contact must be documented on the parent contact log.

### CRITERIA FOR GRADING

The assessment of a student's academic achievement is used to determine a grade for the student. The grading criteria shall include documentation of all the following:

- 10% Class Participation & Quizzes
- 10% Homework & Projects
- 40% Class work/Daily work (refers to a formative demonstration of the student's ability and includes projects, reports, presentation that students are able to complete independently)
- 40% Assessment (refers to a student's culminating, independent demonstration of mastery of one or more competencies)

\*Classwork and Quizzes/Assessments must be graded for accuracy. Homework may be graded for completion and/or accuracy.

**Accurate records of student performance on these tests must be maintained.**

### CALCULATION OF GRADES

#### Academics (Kindergarten)

S = 100 - 85    Secure  
 D = 70 - 84    Developing  
 B = Below 70    Beginning

#### Academics (Grades 1st-5th)

A = 93 - 100    Excellent  
 B = 85 - 92    Good

C = 75 - 84	Satisfactory
D = 74 - 70	Poor but passing-Intervention required
F = 0 - 69	Failure-Failure to meet expectations-intervention required

\*Anything lower than C = 60 - 69% on assessments, students have 3 days to retake. Both grades should be averaged and put in the gradebook in place of the original grade.

\*Students should receive authentic grades for classwork and homework.

### **Exploratory Classes (Grades K-5th)**

E = 90 - 100	Excellent
S = 80 - 89	Good
S- = 75 - 79	Satisfactory
N = 70 - 74	Poor but passing-Intervention required
U = 0 - 69	Failure-Failure to meet expectations-intervention required

### **Interim Assessments (Grades K-5th)**

M = 80 - 100	Mastery
PM = 80 - 70	Partial Mastery
NM = 69 or <	Non - Mastery

### **Conduct**

E = Excellent
S = Satisfactory
S- = Borderline Satisfactory
N = Need Improvement
U = Unsatisfactory

Conduct grades are based on behavior and shall not be deducted from scholastic grades. Similarly, academic performance may not form the basis for conduct grades.

### ***Parent Academy***

Parents are expected to attend 2 school meetings per quarter per school year: 1 being the Parent/Teacher Data Conference and a school wide meeting. The following scale will be used on the student report card for accountability:

**ME-** Meets Expectations

**NM-** Does Not Meet Expectations

### ***Testing***

Divide materials into manageable chunks for tests. If a chapter is long, divide it into manageable parts. Your students should have a clear idea of what material will be covered on a test. You don't want to teach the test or read the test to the students, of course; but it is a good idea to give study sheets and to plan for a review.

You want your tests to be more than occasions for students to parrot information they have memorized. Matching and true-false questions are easy to grade but rarely ask students to practice higher order thinking skills. Devise questions that will require students to synthesize information and draw conclusions. Ideally, tests will always include some opportunity for students to write in paragraph form.

**Assessments and assignments should be graded within 24 hours and returned to students/parents within 48 hours.** This information is your immediate source of data which drives your planning, monitoring, and adjusting planning.

### ***Morning Meetings***

Promise Academy will hold a community Morning Meeting at least weekly. Morning Meeting will begin at 7:50 am in the cafeteria. Morning Meeting helps create communities that are safe, full of learning, respectful, and challenging to all. Morning Meeting should follow set protocol and adhere to time frames, values, and academic themes. Preparation is key!

Morning Meetings are led by the Administrative Team, each Grade Level Team, Honor Society, and Student Council on a rotating schedule.

#### ***Purposes of Morning Meeting***

- (1) Morning Meeting sets the tone for respectful learning and establishes a climate of trust.
- (2) The tone and climate of Morning Meeting extends beyond the Meeting.
- (3) Morning Meeting motivates children by addressing two human needs: the need to feel a sense of significance and belonging, and the need to have fun.
- (4) The repetition of many ordinary moments of respectful interaction in Morning Meeting enables some extraordinary moments.
- (5) Morning Meeting merges social, emotional, and intellectual learning.
- (6) **Technology:** May include PowerPoint, web lessons, or reinforcement of classroom lessons.
- (7) **Science Culture:** Include living things!

### ***Grade Level Academic Expectation Handbooks & Routines and Procedures Booklet***

Generally on the first day of school you want to cover general introductory matters. Teachers will have Grade Level Academic Expectation Handbooks to hand out to the parents during Open House. Parents should sign the expectations.

A grade level academic expectation booklet will include the following items:

- Curriculum expectations
- A list of rules or expectations for behavior & Non-negotiables
- Consequences for when expectations are not met Guidelines for grading
- General outline or a list of the units of study
- Notice of the day parent letters and papers are sent home. (Always send home a weekly note and graded papers to keep parents informed. All communication will be sent home on Thursday.)

**The Routines and Procedures Booklet gives a step by step format of school routines and culture.**

### ***Planning Time/Professional Learning Communities (PLC's) & Data Meetings***

All grade level teachers have the same support time for planning. Planning time begins when the support teacher has your students. Do not leave students in the hall waiting for a support

teacher. Never allow students to walk to support classes alone. All teachers must be on time to pick up their students from support classes. During planning times teachers should be engaged in data-driven analysis to improve instruction.

**Data Meetings** are held at least weekly with the Principal and/or Assistant Principal.

**Professional Learning Community Meetings(PLCs)** are held on Thursdays, twice a month with Principal, Assistant Principal, Chief of Academics and/or other administrative staff members if needed from 3:30-5:30 pm.

### ***Grade Level Meetings***

During grade level team meetings, held twice per month during planning time, it is critical that teachers discuss instructional and professional issues and professional development.

During each grade level TLAC taxonomies, school culture, peer culture, or designated topics should be discussed. This is a good time to share strategies that have been effective with your students. Professional literature should also be discussed. You may also use this time to plan for the semester.

Each grade level meeting should include a time for sharing, each teacher should bring their Weekly Notes Booklet and take notes of information discussed. All teachers will keep Weekly Notes of the team meetings.

## **5. Logistics**

### ***School Hours***

All staff must report to work at 7:30 am. General Education Teachers will report to their threshold at 7:40 am. Other staff members that are on morning duty will report to their designated area at 7:40 a.m. Afternoon duty ends at 3:15 p.m. or beyond, especially on rainy days, to ensure all required duties are completed for the day. It is a reasonable expectation that one should expect to spend time each week outside the classroom planning, preparing assessment results, analyzing data to adjust instruction and organizing curriculum in the event these are not able to be completed during daily planning time.

### ***Teacher Timeliness &***

#### ***Absences***

#### ***Attendance/Timeliness***

Teachers are expected to report to work on time, every day. All employees MUST clock in upon arrival in the office and clock out at departure. Clocking in and out is also required for employees that leave the campus during the workday. Failure to clock in and out is a violation of school policy.

**The Principal and Assistant Principal must be notified directly via phone, text message, or email no later than 7:00**

**a.m. if you will be tardy.** It is important this type of information is communicated so appropriate coverage arrangements can be made to take care of your class. After notifying



the Principal you must communicate with your team so they are aware of the situation as well. Substitute teachers must be reserved using the provided online website or by calling Enriched Schools, in a timely manner.

Excessive tardiness is disruptive to the learning environment and daily operation of the school. Please refer to Promise Academy time and attendance policy.

### ***Absences***

Please note the importance of staff members being present daily. In the event of an absence staff members are asked to notify the Principal no later than the night before of the absence by 8:00 p.m. via phone, text message, or email. Team Leaders must also be notified of your absence. A substitute folder should be properly prepared that outlines the schedule, required activities and materials. All staff members are expected to complete an Absence Request Form either prior to or immediately after (emergency absences) and submitted for approval and proper filing.

### ***Schedules***

Class schedules will include at least a 100-minute block of time ELA and Math blocks. Make sure you are working with all students in differentiated small groups, not grading papers or doing lesson plans. During scheduled instructional time all faculty and staff members are expected to be on task actively teaching, modeling, demonstrating and monitoring all activity during your planned engaging instructional time. This type of energy and work ethic will decrease the chances of minimum distractions and discipline issues. Failure to do so and failure to comply with the instructional requirements during the scheduled times will result in immediate corrective action. Remember our sole purpose is to serve as highly influential role models and ensure the academic success of our students so they can perform and adapt to any rigorous and academic setting. **Academic and support schedules are required to be posted outside the classroom door issued for the current year. All classroom schedules will begin the day with the Class Morning Meeting.**

### ***Grades/Progress Reports/Report Cards***

Grades are required to be put in the selected school-wide grading system. All core and support classroom teachers have an account and will be issued a username and initial password. Grades, attendance, and discipline issues should be entered into the system DAILY for accuracy and reporting reasons. Progress reports should be both current and updated on a bi-weekly basis in the grading system. Your administrator should be contacted via email by Tuesday no later than 12:00 pm for Progress Report review. After the review, the administrator will give feedback as needed for updates then print and deliver the reports for teachers to send home on Wednesday along with attached assessments. This is a critical requirement to keep parents informed about their child's academic success and deficiencies.

Report cards will be generated by the Principal or Assistant Principal in time for Parent Teacher Data conferences as listed on the school calendar. **It is imperative that grades and attendance are current and accurate by the designated calendar dates.**

### ***Parent-Teacher Data Conferences***

There will be a minimum of three required Parent-Teacher Data Conferences at the end of each report card period. Report cards are issued at these required conferences. In the event you are unable to get in touch with the parent, please notify the Dean of Students/Assistant Principal. Staff members are allowed to have as many conferences as you like because continuous communication with parents is strongly encouraged. Data should be discussed at each conference, and outcomes, strategies, strengths and weaknesses are expected to be recorded and filed accordingly each time.

### ***Student Attendance/Tardies/Uniform Notifications***

Teachers are required to keep accurate written attendance records in their classroom. Attendance should be marked in the PowerSchool (PASH) and electronically in Teacherease (PAHW) DAILY. Students will be officially marked tardy in the hallway from 8:05 am.

Students must stop in the office, receive a tardy slip to enter the classroom after 8:05 a.m. This tardy slip should be stapled to your daily attendance log for record keeping purposes. The attendance data analyst will mark students tardy from the hallway list in the Teacher Ease and PowerSchool. **Designated administrative personnel will contact parents after the 2nd absence and 3rd tardy of all students.** The data analyst will facilitate a conference with the parent after excessive tardies and absences.

Teacherease (PAHW) and PowerSchool (PASH) attendance must be properly marked and updated every day by 8:30 am. Please remember we strive for uninterrupted instruction, therefore the attendance must be updated by that time..

### ***Teaching Materials***

Every effort will be made to provide everything you need or would like, within the confines of budgetary issues. You are, however, accountable for all teacher's manuals, kits, and supplemental materials, which have been issued to you. Because of the tremendous cost, many materials cannot be replaced if lost or damaged. Please be careful using these materials. Remember, they belong to the school, not you personally. The Principal will ask for any unused materials within the first few weeks of school.

We ask that you use supplies economically. Please do not waste or hoard resources.

### ***Supply Materials***

General classroom supply requests should be submitted to the Office Manager on the Google Supply Request Form. If supplies are available, the office manager will have them available for pick-up within 24-48 hours of the request. Special requests must be approved in advance by the Principal or Assistant Principal and submitted to the Office Manager.

Only authorized office personnel are allowed access to the office supply closet. Please make your supply requests during school office hours.

### ***Substitute Folders***

Each grade level should upload work to the electronic folder that will be updated monthly.

Each teacher should have a class folder with the following components should make up the folder:

- 1) seating chart,
- 2) a schedule which includes lunch, restroom breaks, recess, support classes, etc.,
- 3) activities for the day /plans; books/ pages.
- 4) dismissal-who leaves and when (daycare bus), and
- 5) classroom procedures/rules (ex. - how and when do they go to restroom, go to the office, go to support classes, etc.)

The folder for this school year will be checked by the Assistant Principal. If the folder needs revisions or is insufficient, the AP will send you a message with additional instructions. Sub plans will be checked once per month in PLCs.

### ***Field Trips***

Field trips should be planned at least 6-weeks in advance. A field trip request form should be completed and submitted to the Assistant Principal

The Cafeteria Staff should also be notified of about the date of the field trip a minimum of **5-weeks** in advance for proper preparation of the appropriate lunches (i.e. sack lunches) once the trip is approved.

Each grade level is responsible for taking at least 1 field lesson per semester. Upon completion of the field trip, all students must complete a memorable activity.

Field lesson money must be receipted according to school policy. **A signed permission slip is required for each student who attends a field lesson - no exceptions.** Verbal permission is **not** allowed. All permission slips must accompany the teacher while on the field lesson and be filed in the office immediately after the field lesson is complete. Students that exhibit continual behavior problems, must be chaperoned by a parent or guardian.

All teachers and students should be properly identified by wearing school badges and uniforms (i.e., formal uniform) unless the field lesson dictates a change in dress. All teachers are required to ride the field lesson bus and properly chaperone students, counting frequently to verify the confirmed number of students attending the field lesson. Students cannot be dismissed at a field lesson site. Parents must return to the school and officially check-out their child(ren).

### ***Dismissal Process***

Teachers are expected to be completely prepared for dismissal which will begin promptly at 4:00 p.m. Monday through Thursday. All kindergarten and first grade classrooms will be equipped with walkie-talkies. It is important that your classroom walkie-talkies are turned on at 3:55 p.m. Monday-Thursday and 2:55 p.m. on Friday. See School Routines and Procedures Booklet for dismissal protocol.

Dismissal will end promptly at 4:15 p.m. Monday-Thursday and 3:15 p.m. on Friday. All staff members must reenter the building and secure the doors.

At 4:15 p.m. (Mon-Thurs) and 3:15 p.m. (Friday) parents must enter through the service drive entrance to pick the students up and sign the child out from the aftercare program.

K & 1st Grade Teachers will then transition students to the cafeteria and/or aftercare counselor at 4:15 p.m. Monday through Thursday and 3:15 p.m. on Fridays. Teachers must make sure students are placed at the correct designated areas and following the school rules.

### ***After Care Times/Procedures***

#### ***Aftercare Program: 4:15 p.m. – 6:00 p.m. (Mon - Thurs) and 3:15 - 6:00 pm on Friday***

The aftercare program will begin at 4:15 p.m. (Mon-Thurs) /3:15 pm (Fri) and will end at 6:00 p.m. The aftercare program consists of students participating in highly engaged, structured, organized academic and social activities. The Director of Aftercare is responsible for the implementation of this program. Parents arriving after the 6:00 p.m. will be charged \$2.00 per minute per child.

## ***Policy***

All faculty who choose to oversee an after school activity, such as flag football, girls scouts, soccer, basketball, chess, etc. must create a staffing plan, along with a budget for supplies and submit the plan to the Principal and CFO for approval. Any deviation from said plan must be presented to Principal and the CFO prior to making any changes. No additional staff or supplies for after school activities will be approved unless prior authorization has been submitted and approved.

If an afterschool activity needs to be changed or cancelled due to weather, illness or other circumstances the School office and the Director of Aftercare must be notified by noon in order to communicate to parents and staff of the change. Simply notifying parents is not sufficient since the office often receives questions with last minute changes occur. Activities may not be cancelled due to prior known scheduling conflicts or because the leader chooses not to hold the activity.

## ***Accidents & Student Illness***

### ***Accidents***

Any and all accidents no matter how mild should be properly documented on the Student Accident Form. Parents should be notified via phone call and letter (Student accident form.) A copy of the Student Accident Form should always be maintained and on file in the classroom and office for liability purposes. Please note, faculty and staff members are not allowed to administer any type of medicine (i.e., headache medicine, ointment, creams, etc.). Cuts and scrapes can be cleansed with water only.

### ***Student Illness***

Students are only allowed to be sent to the office for illnesses if experiencing a fever, vomiting, diarrhea or the presence of a contagious rash (i.e., ringworm). A student illness should be documented on the Accident & Student Illness form and must be sent with the ill child prior to entering the office. Teachers will be responsible for calling parents for anything else outside of serious illnesses listed.

### ***Fire/Safety/Tornado/ Lock Down Drills & Exits***

The school conducts fire/Safety drills on a monthly basis in accordance with state law. All employees are required to leave their building through the designated fire exit doors (stair wells) in an orderly and expedient manner upon the sounding of the fire alarm.

During Lock Down Procedures - Stay in the classroom, lock the doors, pull down blinds, take children to the back of the room in a Safe area. During Tornado drills - Students should be escorted to the first floor to a designated area by grade, sit against the wall, cover their heads and quietly wait for instructions from the administration. Employees must remain at least 50 feet from any building, and beyond school driveways and access roads. Employees and students are prohibited from re-entering any school building until directed by other senior administrative official supervising the evacuation.

## ***Procedures to Be Followed by Classroom Teachers***

When the fire alarm sounds, the teacher must escort the class out of the building, according to the designated fire exit for that room. The fire exits are posted in each room.

The teacher is to be sure that all classroom windows are closed, lights off and the classroom door is closed and unlocked.

The teacher must ensure that the students exit the building in a quick, quiet and orderly manner.

When evacuating, the teacher must take with them the emergency instructions and an updated roster for attendance purposes outside the building once the class has reached the designated assembly location. Teachers must also have the emergency manual to indicate “All Clear” or “Help.” Teachers must take attendance and have an accurate count of students before signaling “ALL CLEAR.”

Assemble as per the evacuation map.

Teachers must have students remain at the assembly location until the Administrative Team has checked the building. Teachers and students may not re-enter the building until instructed to do so by the fire marshal or an administrator.

## ***Severe Weather/Other Emergency Closings***

During inclement weather, listen to local broadcasts on radio, internet resources and television. In the event of inclement weather, we follow the public schools Inclement Weather Plan at the discretion and approval of the Executive Director. All staff members will be notified of school closing via email. Make sure that you have up to date information on file in the office. All teachers should have current student data on hand to contact parents/guardians during early school closings.

## ***Teacher Mailboxes***

Faculty and staff members should check mailboxes located in the main office at least three times a day (i.e. morning entry, lunch time, planning time). Teachers are accountable for any and all material in the mailbox. School notifications will be sent home in a timely manner and designated day.

## ***Visitors & Volunteers***

Promise Academy proudly welcomes volunteers and visitors in our school buildings.

### ***Visitors***

We are limiting visiting time and conference time to times that do not interrupt scheduled instruction, especially during the core content subject areas, reading and math. Visitors are required to check in at the front office, provide proper identification, and must display their from office issued visitors pass at all time while in the building. In the event visitors are in the building and badges are not properly displayed, please ask the visitors if they need any assistance and request to see their visitor’s badge. If a visitor’s badge is not available, please

redirect the person to the front office to secure one. Simply notify the office that the visitor (secure a name) is on the way to get a visitor pass.

### ***Volunteers***

Volunteers are here to help our Promise Academy family increase student academic success. Parent volunteers should volunteer in a classroom other their child's. Tutors, outreach and other visitors, are to remain with their predetermined designated student groups.

### ***Handling Confidential Information/Materials***

Below are guidelines to clarify expectations and procedures concerning security of information and records. These standard practices will help ensure the safety and right to privacy of all members of our school community.

### ***Definition of Confidential Information***

Documentation and records including but not limited to all individual student, parent, and family information—including grade reports, faculty comments, test results, letters of recommendation, disciplinary reports, admissions applications and files, financial aid information, academic warning lists, library loan information, medical records, financial aid records, and annual fund and capital campaign donations are considered confidential materials. All personnel information—including compensation information, performance reviews, health information, insurance forms, tax forms, e-mail messages, and financial records—is also considered confidential information.

### ***Storage***

Confidential information, (defined above) is to be stored in locked file cabinets or other secure (locked) locations in the department or office responsible for maintaining and processing the specific data. In no case should such information be left out on desks temporarily or overnight or unsecured in an unattended classroom or office.

Student files are to remain in administrative offices and may not be taken to classrooms. Teachers and advisers are encouraged to review student files for helpful information, but this is to be done in administrative offices.

Computer passwords are to be known only by those employees who have regular need to access information as part of the responsibilities of their position. Computer hard drives, CDs, DVDs, or other electronic or physical media containing files are to be kept in secure (locked) storage when not in immediate use. Under no circumstances is any student to be given a password for a faculty or administrative computer account.

### ***Computer Security***

Employees who use computers (whether desktops or laptops) with Internet access are responsible for securing their computers. Employee computers should not be used by students without supervision. Consequently, classrooms with computers are to be locked when a teacher is not present. Teachers are encouraged to consult with the Director of Technology for ways to improve security of computer systems. Please see the Acceptable Use of Internet, E-mail, and Electronic Resources policy for further details.

## ***Disposal of Records***

Any confidential information is to be shredded before disposal, with administrative approval. Shredders are available in several places on campus.

## ***Transmission of Data***

Memoranda containing confidential information must be marked “confidential” at the top. Letters, etc. that contain particularly sensitive information should be distributed in envelopes.

Special precautions should be taken with facsimile transmission (fax) of confidential information. If confidential information, such as student records, is faxed to another institution or person, a Promise Academy fax cover form and cover letter must be included that indicate the material is confidential and state to whom the material is addressed. Confidential materials should not be faxed unless someone at the other institution has agreed to receive them. Confidential materials should not be faxed unless there is a compelling reason.

Information about students is not to be given out to persons or organizations not affiliated with the school. No student information should be revealed over the telephone—even a confirmation of a student’s enrollment at the school—unless the caller has identified her/himself and the caller is known to have a right to the information. Callers identifying themselves as relatives or family friends should not be assumed to be legitimate or entitled to the student information. All such requests require approval of school administration before any information is released in any form or manner. Please consult with the School Head regarding any questions concerning confidential data or materials.

Names and addresses of students or employees, school handbooks, photographs, publications, yearbooks, or similar materials may not be distributed outside the school, unless a specific, legitimate use is approved in advance by the school administration.

## ***Suspected Child Abuse***

State Family Law of Tennessee is the law that governs abuse and neglect investigations in facilities. State Family Code of Tennessee is the law used in investigations by Child Protective Services to determine if abuse or neglect occurred in a child’s own home.

Faculty and staff who suspect that child abuse or neglect has taken place must report immediately to Child Protective Services 1-877-237-0004. Persons making such reports in good faith are granted immunity from civil and criminal liability that may result from such reporting.

Additional training is forthcoming from the Professional School Counselor.

## ***REPORTING CHILD ABUSE AND NEGLECT***

Since protection of children is our paramount concern, all employees who become aware of any suspicious circumstances with any student should immediately bring this information to the direct attention of the Principal. For the protection of the child, please do not hesitate to come forward. If there is a reasonable likelihood of abuse or neglect, the designated Principal or the employee will immediately phone a report to the Child Protection Branch (CPB) of the state’s Children’s Services Division (CSD). CSD will assess the information and take further action, if necessary.



## **Corrective Action**

Any employee who violates the school's policies, guidelines, rules, and/or standards of conduct or performance may be subject to corrective action up to and including termination. Depending upon the severity or frequency of the violation, corrective action may involve a verbal warning, a written warning, suspension, or termination. The school expressly reserves the right to determine the severity of the problem and the preferred method of proceeding in each individual case based on the facts and circumstances involved.

Promise Academy encourages our employees to develop and perform to their fullest potential at all times. When an employee's performance or conduct does not meet established standards, we do not look to "punish" but rather to quickly, effectively, and eagerly support the employee in correcting the behavior or improving his/her performance. The school has developed the following general procedure for addressing most behavior or performance issues.

**Please note:** While the school intends to address most common performance issues in the manner described in this policy, employees should be aware that the school maintains all of its rights under the employment relationship (whether those rights are at-will rights or contractual rights, as may apply). The school does not restrict itself from altering its approach to corrective action as circumstances warrant, in the core administrator's sole discretion. There are two common exceptions to the corrective action process, of which employees should be aware.

- (1) Misconduct or other serious behavioral issues, especially circumstances involving risk to students or other employees, will ordinarily be addressed promptly and firmly outside of the process described in this policy.
- (2) In the case of employees who are new to the school, the school and the employee may quickly determine that there is a misalignment between the employee's skills and interests and the school's needs in the position. In these cases, plans to resolve this misalignment ordinarily may be handled promptly and separately from the process shown in this policy.

### **Step One—Initial Verbal Warning**

When a performance or conduct issue arises, a conversation will occur between the supervisor and the employee, and the employee will be given a reasonable amount of time to correct the deficiency.

### **Step Two—Second Verbal Warning**

If the informal counseling is not effective in resolving the issue, the supervisor may choose to continue the corrective action process by providing the employee with a second verbal warning. The time period during which the employee must meet expectations will depend on the nature, severity, and urgency of the issue. The employee should be aware that ongoing performance issues may result in further corrective action.

### **Step Three—Written Warning**

If the employee's performance does not meet standards within the agreed time limit of the verbal warning, the supervisor may provide a written warning to the employee, in the form of

a Corrective Action Plan detailing the required performance improvements, timeline and additional consequences—which the employee will be required to sign in acknowledgement of receipt. This plan will be monitored for consistency and compliance reasons.

#### **Step Four – Termination or Non-Renewal of Contract**

If the employee’s conduct and/or performance does not improve as required, the school may choose to terminate the individual’s employment (in accordance with the employee’s contract, if applicable), or not renew the employee’s contract for the following school year.

Please refer to Promise Academy policy.

#### **Reporting Employee Misconduct**

The Executive Director must report anyone holding a license from Tennessee who is suspended, terminated, or resigns following allegations of conduct which, if substantiated, would warrant consideration for license formal reprimand, suspension or revocation under State Board rules. The Executive Director will make reports within thirty (30) days of the action using the form provided by the State of Tennessee. The forms will be submitted directly to the State Board of Education through the disciplinary holds wizard in TN Compass, or, if necessary, by mail, facsimile, or electronic mail.

#### **Grievances and Complaints**

If an employee, parent/guardian, or student has a complaint or grievance against the school, its employees, or its volunteers, they may submit that complaint or grievance to the Executive Director. If grievances persist following the actions of the Executive Director of the school, or if the complaints are with regard to alleged violations of law, the charter agreement, the improper discipline of a special education student (including violations of the Individuals with Disabilities Act (IDEA) or applicable state or federal law or regulation), or any other topic listed below, the grievance should be submitted to governing board of the school, the State Board may investigate.

Complaints and Grievances Handled by the School.

The following are examples of complaints or grievances that are at the discretion of the school and areas in which the State Board cannot mandate decisions:

- (1) Employment issues;
- (2) Transportation issues (except with regard to students experiencing homelessness, students with disabilities, or students in foster care);
- (3) Disagreement with a teacher or a student;
- (4) Bullying issues (excluding bullying that rises to the level of a civil rights issue under Title IX or VI, or bullying on the basis of a disability under the Americans with Disabilities Act (ADA)); and
- (5) Disagreement over a discipline decision (excluding the discipline of students with disabilities, including students with Individualized Education Programs (IEPs) or 504 Plans).

The school shall follow its adopted policies and procedures for handling complaints and grievances.

### ***Complaints and Grievances Handled by the Executive Director and/or Governing Board.***

The Executive Director may investigate complaints or grievances regarding a Promise Academy school. A formal complaint or grievance to the Executive Director may include, but is not limited to:

- (1) Alleged violations of the law;
- (2) Alleged violations of the charter agreement;
- (3) Special education violations, including discipline;
- (4) Child abuse;
- (5) Serious health, safety, and legal issues;
- (6) Suggesting a student transfer or enroll at a different school; and
- (7) Title VI and Title IX (civil rights) claims and ADA/Section 504 claims.

### ***Complaints and Grievances Handled by the State Board.***

The State Board may investigate complaints or grievances regarding a authorized school. A formal complaint or grievance to the State Board may include, but is not limited to:

- (1) Alleged violations of the law;
- (2) Alleged violations of the charter agreement;
- (3) Special education violations, including discipline;
- (4) Child abuse;
- (5) Serious health, safety, and legal issues;
- (6) Suggesting a student transfer or enroll at a different school; and
- (7) Title VI and Title IX (civil rights) claims and ADA/Section 504 claims.

### ***Communication & Open-Door Policy***

Open communication is a central element of Promise Academy's culture and values. Supervisors and employees should mutually strive to develop and maintain good working relationships. The school encourages open and honest dialogue about school procedures, work standards, and performance—both formally (during the performance evaluation process) and informally (during the regular course of daily operations).

Except as otherwise provided in Section 5.2 above, Promise Academy believes that most issues are best resolved directly between the individuals involved. If an issue arises, employees should attempt to first discuss the issue with the person involved.

**Please note:** a specific exception to this process pertains to issues of harassment or discrimination. For issues of that nature, please see the complaint reporting procedure described in the Harassment policy.

If direct dialogue is not successful, the employee may consult directly with his/her immediate supervisor. The supervisor's responsibility is to meet with the employee in a timely and professional manner to discuss the situation. Supervisors should consider reasonable solutions that would remedy the situation consistent with school policy.

If this does not provide full resolution, the employee may direct the concern to the Principal. Depending on the circumstances and issues involved, the designated Principal will speak with parties involved, investigate as appropriate, and determine a resolution of the matter.

If the employee's concern involves the Principals directly, the employee may direct his/her concern to the Executive Director.

If the employee's concern involves the Executive Director directly, the employee may direct his/her concern to President of the Board of Directors.

### ***Critical Blackout Days***

Critical days are identified on the school calendar as days necessary for all faculty and staff members to be present. These are days that should never be taken off and usually are always before and after any holiday/spring break days and mandatory professional development days. In the event these identified days are taken off staff members will not get paid for the holiday. Other critical blackout days that should not be taken off are during scheduled formative and state assessments and the last two weeks of school. The Principal will consider extraordinary circumstances to make exceptions.

### ***Search of School & Personal Property***

Promise Academy, at its expense, may provide lockers, desks, computers, and other equipment and property for the convenience and use of our employees. Although this equipment is made available for the employee's convenience, the employee should remember that all lockers, desks, vehicles, computers, and other equipment remain the sole property of Promise Academy. Moreover, the school reserves the right to open and inspect lockers, desks, computers, and any other school equipment made available to the employee, as well as any contents, effects, or articles that are in such lockers, desks, or other equipment. Inspection can occur at any time, with or without advance notice or consent, during, before, or after working hours by any person appropriately designated by the school.

### ***Leaving Campus During the School Day***

Teachers are allowed to leave campus during their designated lunch time. Teachers must clock out and back in. Please be mindful that lunch is 30 minutes and students are never to be left unattended.

### ***Assigned Copier & Copier Use***

All staff members will be assigned a copier code number. Faculty and staff members must use the copiers located on the 1st floor only. The Instructional Coaches will make sure major bulk copies are made (i.e., benchmark assessments) and will not be counted against your allotments.

In the event a copier has malfunctioned, immediate and proper notification should be given to the school secretary. Students should never be sent to the office to request any of the secretaries to make copies. Items will be sent back to its original destination. **Copiers should never be used during instructional time.** Teachers should never give students permission to use the copier or make class copies. Please make sure planning time is used properly and effectively. Teachers who use the copier during instructional time or allow students to use the copier will be subject to corrective action.

## ***The Administrative Office***

The administrative office is limited to the **administrative staff only**. Staff members, students and parents are not permitted behind the front counter. This space should be protected and respected as important and confidential records are located in this area. Faculty and staff restrooms are located on the 1st floor by the elevator and the 2nd floor in the teachers' lounge. Parents are asked to use the restroom on the 1st floor by the elevator.

### ***Records Retention***

#### **I. PURPOSE**

To ensure the efficient and cost-effective management of records in compliance with applicable federal, state, and local laws and regulations.

#### **II. SCOPE**

This policy applies to all departments and records created and/or received by Promise Academy.

#### **III. DEFINITIONS**

**Custodian** - person appointed by the Superintendent to be responsible for overseeing the retention and disposal of records.

**Record** - information, regardless of physical form or characteristic (e.g., paper, electronic, audio, microfilm), that is created or received by Promise Academy in pursuance of legal obligations or in transactions of Promise Academy. Promise Academy records may include, but are not limited to (1) student records; (2) personnel records; (3) administrative records (e.g., reports, correspondence); (4) financial records (e.g., purchase orders, bids, invoices); and (5) Board/committee minutes.

**Non-record** - information, regardless of physical form or characteristic (e.g., paper, electronic, audio, microfilm) that does not document the legal obligations or specific transactions of Promise Academy. Non-records include, but are not limited to, drafts, records retained only for informational purposes, personal materials and emails, extra copies of original documents and publications kept only for convenience or reference, and blank forms.

**Retention** - retaining a record for a specified period of time to satisfy statutory or regulatory requirements and Promise Academy operational needs.

**Disposal** - destruction of records, including electronic formats, by shredding or other means of modification rendering the record unreadable, irretrievable and/or unusable.

**Transfer** - movement of records from an onsite location to an offsite storage or disposal location.

**Electronically Stored Information (ESI)** - information created, manipulated, communicated, stored, and best utilized in digital form, requiring the use of computer hardware and software including writings, drawings, graphs, charts, photographs, sound recordings, images, and other data or data compilations in any medium from which information can be obtained,

translated, if necessary, by the respondent through detection devices into reasonably usable form.

**Litigation Hold** - preservation of relevant records, including electronic data, beyond the prescribed retention period as a result of current or anticipated litigation, audit, government investigation or other such matters.

#### **IV. POLICY STATEMENT**

Promise Academy is committed to complying with applicable legal requirements governing the management of Promise Academy-owned records, including electronically stored information (ESI), and shall adhere to established procedures for the maintenance, retention and disposal of such records.

All records created, transmitted, or received by any authorized user for the transaction of academic and/or operational business for Promise Academy, including ESI (e.g., e-mails) and other documented information regardless of physical form or characteristics, shall be considered the property of Promise Academy. Communications, messages and documents transmitted by electronic mail (e-mail) shall be subject to this policy. Promise Academy, however, regards its e-mail system as a tool to facilitate daily communications of a transitory nature relative to current business matters and not as a platform for the long-term retention of official, mission-critical, or vital records. More specifically, Promise Academy's e-mail system is not authorized for purposes of the retention of stored records.

##### **A. Maintenance**

Promise Academy records shall be maintained for the time necessary to meet regulatory specifications and/or for the time required to ensure efficient operation. In the absence of business and regulatory need, Promise Academy shall retain and dispose of the record in accordance with guidelines outlined in the Records Retention and Disposal Plan (The Plan). The Plan shall be developed by Custodians of records identified by the Executive Director or designee. The Plan, audited at least on an annual basis, shall adhere to the following general principles:

- Promise Academy records shall be managed in a manner that ensures timely, efficient, and accurate retrieval of information.
- Promise Academy records shall be organized and filed according to standards approved by the Executive Director.
- Promise Academy records shall be maintained in a secure environment to protect Districtwide operational practices, including information resources, which allows for the recovery of records affected by an emergency or disaster.
- Promise Academy records shall be retained and disposed of in accordance with authorized records retention schedules; applicable federal, state, and local laws; and provisions set forth in this policy and established guidelines.

Unauthorized modification and/or disposal of records identified in the Plan without prior authorization by the Executive Director or his/her designee is prohibited.

##### Exceptions

Information classified as a non-record shall not be managed under the Promise Academy Records Retention and Disposal Plan and in the absence of a Litigation Hold may be disposed of when no longer of immediate value.

## **B. Retention and Disposal of Records**

Each department, in collaboration, shall develop a records retention and disposal schedule to govern the records under their purview. Schedules for the retention and disposal of records shall be catalogued in a Promise Academy Records Retention and Disposal Plan. With consideration given for business, legal, fiscal, operational, and historical requirements, Promise Academy - owned records shall be retained for the time necessary to meet regulatory specifications and/or for the time required by Promise Academy to ensure efficiency in operational practices. In the absence of business and regulatory needs, the Promise Academy shall retain and dispose of records in accordance with guidelines established by the Superintendent or designee. Nothing in this policy shall prohibit the retention of records beyond any assigned period of time to satisfy specific Promise Academy circumstances.

### (1) Retention

- a. Retention periods set forth in the schedule shall be a part of the Records Retention and Disposal Plan specific to the department.
- b. A retention schedule, at a minimum, shall provide the record name; brief description (i.e., function and purpose); length of retention period; governing regulations; official record medium; and disposal instructions.
- c. Promise Academy records shall be securely stored to protect the record against alteration, loss, destruction, and/or unauthorized access. Such records may be securely stored at the current location, transferred to another location, or converted to a digital/electronic format

### (2) Disposal

- a. The disposal of records shall be prohibited unless authorized in a disposal schedule approved by the Executive Director or designee.
- b. The disposal of records shall be performed in accordance with procedures approved by the Executive Director or designee.
- c. Promise Academy records shall be disposed of upon the expiration of the required retention period except when the schedule is suspended due to a Litigation Hold or as deemed appropriate by the Custodian for the record with approval from the Executive Director or designee. Records with a permanent retention shall not be disposed.

## **V. RESPONSIBILITY**

- A. Custodians are responsible for their respective department's records inventory and for maintaining and annually updating the Records Retention Schedule.
- B. Custodians are responsible for ensuring that record retention and disposal schedules for their departments are followed and that appropriate steps are taken to preserve records under Litigation Hold.

C. The Director or designee shall be accountable for the governance of information and shall assign responsibility to appropriate Custodians for the management, retention, and disposal of records.

## **Public Records**

### **I. PURPOSE**

To provide guidelines by which Promise Academy shall make records open to public inspection.

### **II. SCOPE**

This policy applies to all public records of Promise Academy Charter Schools.

### **III. DEFINITIONS**

**Public record** - all documents, papers, letters, maps, books, photographs, microfilms, sound recordings or other materials, regardless of physical form or characteristics, made or received pursuant to law or ordinance or in connection with the transaction of official business by the Board of Education; with exemptions of confidential information determined by law. Public records do not include

1. Information, records, and plans that are related to school security, the district-wide school safety plans or the building-level school safety plans; and
2. the device or equipment, including, but not limited to, a cell phone, computer or other electronic or mechanical device or equipment, that may have been used to create or store a public record.

**Labor** - the time reasonably necessary to produce the requested records and includes the time spent locating, retrieving, reviewing, redacting, and reproducing the records.

**Labor threshold** - the labor of the employee(s) reasonably necessary to produce requested material for the first hour incurred by the records custodian in producing the material.

### **IV. POLICY STATEMENT**

T.C.A. § 10-7-503 provides for personal inspection by any citizen of the state of Tennessee, “public records”, during business hours.

The Executive Director or his/her designee(s) shall be authorized to permit inspection of all Network (District) records, except information deemed confidential by law. Information deemed confidential and exempt from disclosure under the Tennessee Open Records Law of any District employee, former employee, or applicant shall be inclusive of:

1. Student records;
2. All records containing the results of individual teacher evaluations administered pursuant to the policies, guidelines, and criteria adopted by the State Board of Education under T.C.A. § 49-1-302; and



### 3. Employee records

- Home telephone and personal cell phone numbers Bank
- account information
- Social Security number
- Residential information
- Driver's license information in employee records, except where driving or operating a vehicle is part of the employee's job description, job duties, or incidental to the performance of his/her job
- Medical information, sick leave documentation, and Employee Assistance Program (EAP) files
- Same information as listed above of immediate family members, whether or not the immediate family member resides with the employee, or household members
- Emergency contact information, except for that information open to public inspection
- Personal, nongovernment issued, email address
- Requests for Inspection of a Record
- Requests regarding public records shall be made to the Superintendent or his/her designee at the Shelby County Schools administrative building located at 160 South Hollywood Street, Memphis, Tennessee 38112.

The Network (District) shall make available for inspection any public record not specifically exempt from disclosure in accordance with timeframes established under T.C.A . §10-7- 503(2)(B).

#### Schedule of Reasonable Charges for Copies of Public Records

T.C.A. § 10-7-506 permits the Network (District) to charge for copies or duplication of public records.

Copy and/or Duplication Charges must be paid in advance to the Network (District) by cash or certified funds.

- Promise Academy assesses a charge of 15 cents per page for each standard 8 1/2 x 11 or 8 1/2 x 14 black and white copy produced.
- If a public record is maintained in color, the records custodian shall advise the requestor that the record can be produced in color if the requestor is willing to pay a charge higher than that of a black and white copy. If the requestor then requests a color copy, Promise Academy assesses a charge of 50 cents per page for each 8 1/2 x 11 or 8 1/2 x 14 color copy produced.

#### Additional Production Charges

- Delivery of copies of records to a requestor is anticipated to be by hand delivery when the requestor returns to the custodian's office to retrieve the requested records. If the requestor chooses not to return to the records custodian's office to retrieve the copies, the records custodian may deliver the copies through means of the United States Postal Service and the cost incurred in delivering the copies may be assessed to the requestor in addition to any other permitted charge.

- If Promise Academy utilizes an outside vendor to produce copies of requested records because the custodian is legitimately unable to produce the copies in his/her office, the cost assessed by the vendor to Promise Academy may be recovered from the requestor. If Promise Academy is assessed a charge to retrieve requested records from archives or any other entity having possession of requested records, Promise Academy may assess the requestor the cost assessed Promise Academy for retrieval of records.

### Labor Charges

Promise Academy is permitted to charge the hourly wage of the employee(s) reasonably necessary to produce the requested records above the "labor threshold." The hourly wage is based upon the base salary of the employee(s) and does not include benefits. If an employee is not paid on an hourly basis, the hourly wage shall be determined by dividing the employee's annual salary by the required hours to be worked per year.

In calculating the charge for labor, Promise Academy shall determine the number of hours each employee spent producing a request.

The records custodian shall then subtract the one (1) hour threshold from the number of hours the highest paid employee(s) spent producing the request. Promise Academy will then multiply the total number of hours to be charged for the labor of each employee by that employee's hourly wage.

Finally, Promise Academy will add together the totals for all the employees involved in the request and that will be the total amount of labor that can be charges.

### Open Meetings

In accordance with T.C.A. § 49-6-804, any meeting relating to school security, the district-wide school safety plans or the building-level school safety plans shall not be subject to open meetings, however, reasonable notice shall be provided to the general public prior to such a meeting; and the Board shall not discuss or deliberate on any other issues or subjects during such a meeting.

### Provision of Security and Safety Plans to Local Law Enforcement

The Network (District) shall provide school security, district-wide school safety, and building- level school safety plans, as well as information, records, and plans that are related to school security to the appropriate local law enforcement agency with jurisdiction for the District.

## **V. RESPONSIBILITY**

The office responsible for General Counsel is responsible for processing and responding to all requests for open records; for making or arranging for copying of requested information; and for assessing and collecting fees for copies.

The Executive Director is responsible for determining if this policy is followed.

## ***Personnel Records***

Promise Academy maintains personnel records and permits inspection of the same, except for matters deemed confidential by law. The following personnel records are retained for all employees, as appropriate:

- (1) Employee applications and contracts;
- (2) Professional certifications and other documents required by state and federal laws and regulations;
- (3) Evaluations;
- (4) Background authorization and disclosure form;
- (5) INS Form I-9;
- (6) I-9 Documentation, such as driver's license, social security card, and/or passport;
- (7) Verification of background check completion (including TBI, Department of Children's Services, Department of Health, and sex offender registry); and
- (8) Verification of E-verify.

Promise Academy follows the following guidelines with regard to its employee personnel records:

1. Information contained in personnel records shall be limited to job-related matters;
2. The CFO, is responsible for notifying all employees of the types of records kept and usage of such records;
3. Employee records are public records, except for matters deemed confidential by law, and shall be open for inspection during regular business hours;
4. In accordance with federal law, Promise Academy will release information regarding the professional qualifications and degrees of teachers and the qualifications of paraprofessionals to parents upon request for any teacher or paraprofessional who is employed by a school receiving Title I funds and who provides instruction to their child at that school;
5. Members of the public may not obtain the results of individual teacher evaluations, nor the home telephone number, personal cell phone number, bank account information, social security number, residential street address, driver's license information (except where driving or operating a vehicle is considered to be a part of the employee's duties), of an employee or of the immediate family members or household members of an employee, unless release of this information is expressly authorized by the employee;
6. A record of the person inspecting and the date of inspection shall be recorded; and
7. Copies of records may be made under the rules determined by the Executive Director.

## **6. Technology & Technology Acceptable Use**

### ***Technology Equipment (Laptops, Battery Packs/Chargers, etc.)***

All administrators, and core classroom teachers will receive a lap top for school-related use. Promise Academy takes pride in being able to supply our staff members with technology that will allow all work-related responsibilities to be completed. The employee is responsible for school issued property. It is extremely important that proper care is rendered while this equipment is in your possession.

### ***Laptop Preservation Schedule***

To help preserve your work-related laptops the Systems Administrator will service this equipment on a monthly basis. This time will also be used for the Director of Technology to assess any type of damages that can decrease the proper use of the laptop. Any type of damage and service issues will be properly documented and handled accordingly.

Please abide by the following Laptop Preservation Schedule:

1st Week of the Month	Kindergarten Teachers
2nd Week of the Month	First/Second Grade Teachers
3rd Week of the Month	Third Grade Teachers and Support Teachers
4th Week of the Month	Fourth/Fifth Grade Teachers and Administrative Staff

### ***Technology Responsibility***

It is extremely important that proper care is rendered while this equipment is in your possession. In the event the laptop is damaged, lost or stolen in your possession repair or replacement costs will be the responsibility of the administrator, teachers and/or teacher assistants. The Director of Technology and the Principal should be notified immediately. The Director of Technology will then research repair/replacement costs to restore the laptop to its original state. These costs will then be submitted to Principal for approval. The repair cost invoice will be given to the Financial Manager to deduct from the employees next paycheck. A copy of the repair/replacement costs invoice will be attached to your paystub. Please note you are not responsible for normal wear and tear.

Proper precautions to use while this equipment is in your possession includes, but not limited to:

- Safe and secure storage of items
- Refrain from items being in extreme temperatures (hot/cold conditions)
- Keeping food/drinks away from the equipment
- Refrain from allowing anyone other than the authorized user to use the computer (students, family members, etc.)

### ***Technology Assistance Request***

In the event of technology malfunctions, the IT department should be notified by properly completing the appropriate Technology Service Request form. The IT department will not be

able to service any technical issues until this form is received. A member of the IT department will then respond to the request within a 24 - 48 hour time frame.

### ***Acceptable Internet/Network Policy***

Please refer to Promise Academy Acceptable Internet/Network Policy PROMISE ACADEMY CHARTER SCHOOL ADMINISTRATIVE ACCEPTABLE USE RULES AND PROCEDURES.

### **Promise Academy Computer Use Policy**

#### **PURPOSE**

To remain competitive, better serve our students and provide our employees with the best tools to do their jobs, Promise Academy makes available to our employee and students access to one or more forms of electronic media and services, including computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, online services, Internet, intranet and the World Wide Web.

Promise Academy encourages the use of this media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about education, technology, and new ideas and services. However, all employees and everyone connected with Promise Academy should remember that electronic media and services provided by Promise Academy are school property and their purpose is to facilitate and support Promise Academy business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express Promise Academy's philosophy and set forth general principles when using electronic media and services.

#### **PROHIBITED COMMUNICATIONS**

Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:

1. Discriminatory or harassing;
2. Derogatory to any individual or group;
3. Obscene, sexually explicit or pornographic;
4. Defamatory or threatening;
5. In violation of any license governing the use of software; or
6. Engaged in for any purpose that is illegal or contrary to Promise Academy's policy or business interest.

#### **PERSONAL USE**

The computers, electronic media and services provided by Promise Academy are primarily for business used to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the systems use for business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse these privileges.

## ACCESS TO EMPLOYEE COMMUNICATIONS

- A. Generally, electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, spreadsheets, voicemail, telephones, Internet and bulletin board systems access, and similar electronic media is not reviewed by Promise Academy. However, the following conditions should be noted:

Promise Academy does routinely gather logs for most electronic activities or monitoring employee communications directly, e.g. telephone numbers dialed, sites accessed, calling for, and time at which calls are made, for the following purposes:

1. Cost analysis;
  2. Resource allocation;
  3. Optimal technical management for information resources;
  4. Detecting patterns of use that indicates employees are violating school policies or engaging in illegal activity; and
  5. Other training purposes.
- B. Promise Academy reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other school policies.
- C. Employees should have no expectation of privacy in electronic communications sent or received via Promise Academy computers, email systems, or phones. Accordingly, if they have sensitive information to transmit, they should use other means.

## SOFTWARE

To prevent computer viruses from being transmitted through Promise Academy's computer network, unauthorized downloading of any unauthorized software is strictly prohibited. Including, but not limited to instant messaging and remote control program. Only software registered and/or approved through Promise Academy may be downloaded. Employees should contact the Director of Technology if they have any questions.

## SECURITY/APPROPRIATE USE

- A. Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by Promise Academy Administration. Employees are prohibited from engaging in, or attempting to engage in:
1. Monitoring or intercepting the files or electronic communications of other employees or third parties;
  2. Hacking or obtaining access to systems or accounts they are not authorized to use;
  3. Using other peoples' logins or passwords; and
  4. Breaching, testing, or monitoring computer or network security measures.
- B. No e-mail or other electronic communications to be sent that attempt to hide the identity of the sender or re-sent the sender as someone else.

- C. Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the network
- D. Anyone obtaining electronic access to other companies or individuals material must respect all copyrights and cannot copy, retrieved, modify or Ford copyrighted material except as permitted by the copyright owner.

## **ENCRYPTION**

Employees can use encryption software supplied to them by the Director of Technology the purposes of safeguarding sensitive or confidential school information.

## **PARTICIPATION IN ONLINE FORMS**

Employees should remember that any message or information sent on school-provided services to one or more individuals via an electronic network for example, Internet mailing list, bulletin boards, online services are statements identifiable and a reflection of Promise Academy.

## **VIOLATIONS**

Any employee who abuses the privilege of their access to e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

## **EMPLOYEE AGREEMENT ON USE OF E-MAIL AND THE INTERNET**

By signing the Handbook Acknowledgment, I specifically acknowledge I have read, understood, and agree to comply with the foregoing policies, rules, and conditions governing the use of Promise Academy's computer and telecommunications equipment and services. I understand that I have no exception of policy when I use any of the telecommunication equipment or services. I am aware that violations of this guideline on appropriate use of e-mail in Internet systems may subject me to disciplinary action, including termination from employment, legal action and criminal liability. I further understand that my use of the e-mail and Internet may reflect on the image of promise Academy to our students, parents and the community that I have a responsibility to maintain a positive representation of Promise Academy. Furthermore, I understand that this policy can be amended at any time.

## **PROMISE ACADEMY WEBSITE**

Promise Academy Web Site ([promiseacademy.com](http://promiseacademy.com)) - Promise Academy has established a Web site and Web pages that present information about the School. The Network Administrator or his/her appointee will be designated the Webmaster, responsible for maintaining Promise Academy Web site.

Promise Academy or Promise Academy Class Web Pages - Promise Academy and Promise Academy classes may establish Web pages that present information about Promise Academy or class activities. Teachers will be responsible for maintaining their class site.

Student Web Pages - With the approval of the Network Administrator, students may establish personal Web pages. The Administrative Leaders will establish a process and criteria for the

establishment and posting of material, including pointers to other sites, on these pages. Material presented in the student's Web site must be related to the student's educational and career preparation activities. Student Web pages must include the following notice: "This is a student Web page. Opinions expressed on this page shall not be attributed to the School."

Extracurricular Organization Web Pages - With the approval of the Network Administrator, extracurricular organizations may establish Web pages. The Network Administrator will establish a process and criteria for the establishment and posting of material, including pointers to other sites, on these pages. Material presented on the organization Web page must relate specifically to organization activities and will include only student-produced material. Organization Web pages must include the following notice: "This is a student extracurricular organization Web page. Opinions expressed on this page shall not be attributed to the School."

## **WEB PAGE DESIGN**

All Promise Academy Acceptable Use Policy provisions will govern material placed on the Web.

Web Pages shall not:

- Contain the full name, address, or phone number of students. First names or first names and the first letter of the last name may be used where appropriate.
- Display photographs or videos of any identifiable individual without a signed model release. Model releases for students under the age of 18 must be signed by their parent or guardian.
- Contain copyrighted or trademarked material belonging to others unless written permission to display such material has been obtained from the owner. There will be no assumption that the publication of copyrighted material on a web site is within the fair use exemption.
- Material placed on the web site is expected to meet academic standards of proper spelling, grammar, and accuracy of information.
- Students may retain the copyright on the material they create that is posted on the Web. Promise employees may retain the copyright on material they create and post if appropriate under Promise Academy policies.
- All Web pages should carry a stamp indicating when it was last updated and the e-mail address of the person responsible for the page.
- All Web pages should have a link at the bottom of the page that will help users find their way to the appropriate home page.
- Users should retain a back-up copy of their Web pages.

## **PROMISE ACADEMY ACCEPTABLE USE POLICY**

The following uses of Promise Academy system are considered unacceptable:

PERSONAL DTFETEY (Restrictions are for students only)

Users will not post personal contact information about themselves or other people.

- Personal contact information includes address, telephone etc.
- Users will not agree to meet with someone they have met online.
- Users will promptly disclose to their teacher or other Promise Academy employee any message they receive that is inappropriate or makes them feel uncomfortable.



## **ILLEGAL ACTIVITIES**

Users will not attempt to gain unauthorized access to Promise Academy system or to any other computer system through Promise Academy System or go beyond their authorized access. This includes attempting to log in through another person's account or access another person's files. These actions are illegal, even if only for the purposes of "browsing".

Users will not make deliberate attempts to disrupt the computer system performance or destroy data by spreading computer viruses or by any other means. These actions are illegal.

Users will not use Promise Academy system to engage in any other illegal act, such as arranging for a drug sale or the purchase of alcohol, engaging in criminal gang activity, threatening the safety of person, gambling, etc.

## **SYSTEM SECURITY**

Users are responsible for the use of their individual account and should take all reasonable precautions to prevent others from being able to use their account. Under no conditions should a user provide their password to another person.

Users will immediately notify the system administrator if they have identified a possible security problem. Users will not go looking for security problems because this may be construed as an illegal attempt to gain access.

Users will avoid the inadvertent spread of computer viruses by following: e-mail, downloading unknown material, installing information from CD/DVD's, flash or jump drives and or external hard drives. Promise Academy has provided and deployed virus protection software on all computers.

## **INAPPROPRIATE LANGUAGE**

Restrictions against Inappropriate Language apply to public messages, private messages, and material posted on using the Promise Academy network.

Users will not use obscene, profane, lewd, vulgar, rude, inflammatory, threatening, or disrespectful language.

Users will not post information that, if acted upon, could cause damage or a danger of disruption.

Users will not engage in personal attacks, including prejudicial or discriminatory attacks.

Users will not harass another person. Harassment is persistently acting in a manner that distresses or annoys another person. If a user is told by a person to stop sending them messages, they must stop.

Users will not knowingly or recklessly post false or defamatory information about a person or organization.

## **RESPECT FOR PRIVACY**

Users will not repost a message that was sent to them privately without permission of the person who sent them the message.

Users will not post private information about another person.

### **RESPECTING RESOURCE LIMITS**

Users will use the system only for educational and professional or career development activities and limited, high-quality, self-discovery activities.

Users will not download large files unless absolutely necessary. If necessary, users will contact the Network Administrator to download the file at a time when the system is not being heavily used. After the downloading process, the file must immediately be removed from the system computer and transferred to a personal disc.

Users will not post chain letters or engage in "spamming". Spamming is sending an annoying or unnecessary message to a large number of people.

Users will check their e-mail frequently, delete unwanted messages promptly, and stay within their e-mail quota.

Users will subscribe only to high quality discussion group mail lists that are relevant to their education or professional/career development.

### **PLAGIARISM AND COPYRIGHT INFRINGEMENT**

Users will not plagiarize works that they find on the Internet. Plagiarism is taking the ideas or writings of others and presenting them as if they were original to the user.

Users will respect the rights of copyright owners. Copyright infringement occurs when an individual inappropriately reproduces a work that is protected by a copyright. If a work contains language that specifies acceptable use of that work, the user should follow the expressed requirements. If the user is unsure whether or not they can use a work, they should request permission from the copyright owner.

### **INAPPROPRIATE ACCESS TO MATERIALS**

Users will not use Promise Academy system to access material that is profane or obscene (i.e. pornography, inappropriate controversial material, etc.), that advocates illegal acts, or that advocates violence or discrimination towards other people

If a user inadvertently accesses such information, they should immediately disclose the inadvertent access in a manner specified by Promise Academy. This will protect users against an allegation that they have intentionally violated the Acceptable Use Policy.

Failure to abide by Promise Academy policy and administrative regulations governing use of the School's system may result in the suspension and/or revocation of system access. Additionally, student violations may result in discipline up to and including expulsion. Staff violations may also result in discipline up to and including dismissal. Fees, fines or other charges may also be imposed.

## **7. Human Resources & Finance**

### ***Equal Employment Opportunity***

Promise Academy believes that each individual is entitled to equal employment opportunity without regard to race, color, religion, creed, gender, gender identity, sexual orientation, national origin, age, disability, genetic information, veteran status, or any other characteristic protected under federal, state, or local laws. The school's equal employment opportunity practices extend to recruitment, hiring, selection, compensation, benefits, transfer, promotion, training, discipline, and all other terms, conditions, and privileges of employment.

All employees are responsible for complying with the school's equal employment opportunity policy.

### ***Non-Discrimination Policy***

It is the policy of Promise Academy to be fair and impartial in all of its relations with its employees and applicants for employment and to make all employment-related decisions without regard to race, color, religion, creed, gender, gender identity, sexual orientation, national origin, age, disability, genetic information, veteran status, or any other characteristic protected under federal, state, or local laws. This policy applies to recruitment, hiring, training, promotion, and all other personnel actions and conditions of employment such as compensation, benefits, layoffs, and reinstatements, training, tuition assistance, and disciplinary measures.

Decisions regarding employment and promotion will be based solely only upon valid job- related factors. Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or any other member of school leadership. Employees who suspect discrimination must raise concerns and make reports and can do so without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

### ***ADA and Section 504/Disability Accommodation***

In compliance with the Americans with Disabilities Act (ADA), Section 504 of the Rehabilitation Act of 1973 ("Section 504") and applicable state law, Promise Academy Charter School will not unlawfully discriminate against qualified applicants or employees with disabilities who can perform the essential functions of their jobs with or without reasonable accommodations. The school will not discriminate based on disability or perceived disability in hiring, promotion, discharge, compensation, job training, benefits, classification, referral, or any other aspects, terms, or conditions of employment.

In accordance with the law, it is the school's policy to provide such qualified applicants and employees with reasonable accommodations, except where such accommodations would impose an undue hardship on the school. The school permits service animals in accordance with applicable law, which policy is detailed in the Student/Parent Handbook. Any employee who requires an accommodation to perform the essential functions of the job should contact the Principal and request such an accommodation.

The individual with the disability should be prepared to discuss what type of accommodation is needed to perform the job. The employee should be aware that dialogue regarding the

accommodation requested might occur. In collaboration with the candidate or employee, the school will make every effort to identify and implement an accommodation that is reasonable and will not impose an undue hardship.

Toremika Brown at Hollywood and Nikki Alston at Spring Hill are the designated employees of Promise Academy that coordinates the school's compliance and obligations under the ADA and Section 504. Ms. Brown and Ms. Alston may be contacted at 901-324-4456.

### ***Complaint and Hearing Procedure***

Employees are permitted to use the complaint and hearing procedure outlined in the school's Student/Parent Handbook for Section 504/ADA grievances and complaints.

### ***Unlawful Harassment (Including Sexual Harassment) and***

### ***Discrimination Overview***

Promise Academy is committed to providing a work environment free of unlawful harassment. The school's policy prohibits sexual harassment and harassment based on race, sex, sexual orientation, gender identity, color, ethnicity, religion, national origin, disability, genetic information, age, military status, or any other basis protected by federal, state, or local law or ordinance or regulation. All such harassment is unlawful. Specifically, employees are prohibited from engaging in unlawful harassment of an employee through disparaging conduct or communication that is sexual, racial, ethnic, based on a disability, or religious in nature, or otherwise based upon a characteristic protected by state, federal, or local law that:

- (1) Unreasonably interferes with the individual's work performance; or
- (2) Creates an intimidating, hostile, or offensive work environment; or
- (3) Implies that submission to such conduct is made an explicit term of employment; or
- (4) Implies that submission to or rejection of such conduct will be used as a basis for an employment decision affecting the harassed employee.

This policy applies to all phases of employment (whether on- or off-campus, and whether it occurs during or after regular business hours), including, but not limited to, recruiting, testing, hiring, upgrading, promotion, demotion, transfer, layoff, termination, rates of pay, benefits, and selection for training.

### ***Filing a Harassment or Discrimination Complaint with the School***

If the employee believes that the employee has been subjected to or has observed any form of unlawful harassment, he/she is encouraged to submit their complaint to the Principal.

If the Principal is not available, or if the employee is uncomfortable reporting the conduct to the Principal for any reason, provide the complaint to the CFO/ Executive Director.

The employee should report the employee's complaint as soon as possible. The employee's complaint should be specific and should include the names of individuals involved and the names of any witnesses.

In addition, when supervisors are made aware of conduct that violates or may violate this policy, they must report any and all instances to President of the Promise Academy School Board.

### ***Investigations***

The school will undertake a prompt and thorough investigation of the harassment allegations upon receiving a complaint or becoming aware of alleged harassment. The school requires all employees to report any incidents of harassment prohibited by this policy immediately so that complaints can be quickly and fairly resolved.

All complaints will be handled as confidentially as possible and information will be disclosed only as it is necessary to complete the investigation and resolve the matter.

### ***Consequences***

If the school determines that unlawful harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the school to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to and including termination. Appropriate action will also be taken to deter future harassment.

### ***Non-Retaliation***

There will be no retaliation against any employee who brings a complaint in good faith under this policy or who honestly assists in investigating such a complaint, even if the investigation produces insufficient evidence that there has been a violation, or if the charges cannot be proven.

### ***Bad Faith Claims***

Disciplinary action may be taken against individuals reporting a claim in bad faith. "Bad faith" does not mean a claim that the complainant believes is valid but is later determined to be invalid. Rather, bad faith is meant to include individuals who submit claims that they know to be false or erroneous, for the purpose of hurting someone or damaging his/her reputation or other similar negative purposes (such as for their own personal gain).

### ***Whistleblower and Non-Retaliation Policy***

A whistleblower as defined by this policy is an employee of the school who reports an activity that he or she considers to be illegal or dishonest to one or more of the parties specified in this policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate school or law enforcement officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed; and other fraudulent financial reporting.

If an employee has knowledge of or a concern about illegal or dishonest fraudulent activity, the employee is to contact the School Head. If the School Head is the object or concern of the complaint, it should be directed instead to the President of the Board of Trustees.

Due to the serious and sensitive nature of such complaints, the employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally or knowingly files a false report of wrongdoing will be subject to corrective action up to and including discharge.

### ***Confidentiality***

Whistleblower protections are provided in two important areas—confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law, and to provide accused individuals their legal rights of defense.

### ***Retaliation Protection***

The school will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as discharge, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he or she is being retaliated against must contact the School Head (or the President of the Board of Trustees, as appropriate) immediately.

The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the School Head, who is responsible for investigating and coordinating corrective action.

### ***Alcohol and Drug Use***

Promise Academy has a significant interest in ensuring the health and safety, continued good performance and attendance of its employees. Moreover, the school acknowledges its right, obligation and intent to maintain a safe, efficient, drug-free working environment for all employees and to protect its properties, facilities, and students.

To further this goal, Promise Academy maintains a ZERO TOLERANCE POLICY regarding the use, sale and/or possession of alcohol, illegal drugs and/or controlled substances. The following details the rules and regulations guiding the school's Policy on Alcohol and Drug Use.

- (1) The use, sale, acquisition, manufacturing, or possession of alcohol, illegal drugs or controlled substances on or about the premises of Promise Academy constitutes grounds for immediate termination of employment. The premises of Promise Academy include, but are not limited to, any and all school buildings and school- owned properties, equipment, automobiles and other vehicles used in school operations whether owned by the school, its employees or third parties.
- (2) Illegal drugs for which a test may be required at any time include, but are not necessarily limited to, a) drugs made illegally under any federal, state or local laws, or b) unauthorized drugs and controlled substances as defined by the Federal Controlled Substance Act and include but are not limited to Heroin, Marijuana, Mescaline, LSD, Opium, Cocaine, Meth-amphetamine, Codeine, Phenobarbital, Chloral Hydrate, Meprobamate and Fentanyl and any substance that may impair judgment and performance, or c) depressants and stimulants that are prescribed for current personal use by a duly and currently licensed physician, dentist or other medical professional authorized to prescribe drugs. Failure to immediately submit and sign a consent form

to such testing and test result release is grounds for immediate termination of employment. Prescription drugs taken in the dosages prescribed by a licensed physician will not violate this policy providing the use of such prescription drugs is disclosed at the time tests are conducted.

- (3) Being under the influence of alcohol, drugs or having a detectable amount of drugs in your system while on the job poses serious safety and health risks, not only to the user, but also to all those who work with the user. While at work and while working on or performing works for the school, an employee may be subject to unannounced drug testing on a random or neutral selection basis. Additionally, employees may also be subject to drug testing by or on behalf of the school on a non-random or non- neutral basis if:
  - a. The school believes there is reasonable cause to suspect that in violation of this Policy;
  - b. An employee is using or has used drugs;
  - c. An employee is impaired by drugs; and/or
  - d. An accident occurs in connection with, arising out of or related to an employee's work for the school whether the employee is involved directly or indirectly in the accident;
  - e. An employee sustains an on-the-job injury that may result in lost time;
  - f. A controlled substance is missing;
  - g. An employee is suspected of being unfit for duty;
  - h. An employee returns from a leave-of-absence of 90 days or more; or
  - i. As part of a rehabilitative opportunity.

Failure to immediately submit and sign a consent form to such testing and test result release is grounds for immediate termination of employment. An employee who submits to such testing may not return to work until the conclusive results of all testing is received by Promise Academy. Compliance with this Policy is a condition of employment.

- (4) Employees are required to cooperate with Promise Academy in the investigation of suspected violations of this policy. Failure to do so may result in discipline up to and including discharge.
- (5) Note that the Alcohol and Drug policy is designed to ensure that you can safely and effectively carry out your duties. Both you and the school must comply with all applicable sub-stance laws and regulations. For example, even if marijuana is legal, THC the active ingredient in marijuana, impairs cognitive function and is prohibited by the policy.
- (6) Prescription and Over-the-Counter Medications:
  - a. Legal Substances prescribed by a person licensed to prescribe or dispense medicines and over-the-counter medication may be used in accordance with their instructions. However, you are prohibited from working while using Substances that cause drowsiness or otherwise impair your ability to perform your job properly and safely. You must inform your immediate supervisor or department director of the use if any Substances, including over-the-counter medications that may affect your ability to safely, effectively, and/or efficiently perform your job so that appropriate steps can be taken.
  - b. Medication(s) must be kept in their original containers or packaging.
  - c. Promise Academy may require you to return a fitness for duty/certification from your physician certifying that you can perform your job duties properly and

safely while taking, or under the effect of such medicine(s). Promise Academy may place you on paid or unpaid leave pending return of such certification.

(7) Reporting Violations & Criminal Offenses:

- a. Promise Academy monitors Substances and promptly investigates all suspected violations. Licensed or certified health care employees have additional responsibilities related to Substances, as does the school. In the event of a violation, we will notify governmental agencies as appropriate.
- b. Promise Academy reserves the right to suspend without pay or otherwise discipline any employee who has been arrested for criminal offenses related to the manufacture, possession, sale, use, distribution, dispensation, receipt, or transportation of any Substance pending resolution satisfactory to the school.
- c. Employees who are convicted of any Substance-related violation or who plead guilty or nolo contendere (i.e., contest) to such charges must inform the Executive Director in writing within five days of the conviction or plea.

### ***At-Will Employment***

“At-will” employment means that either the employee or the employer may terminate the employment relationship at any time, with or without notice, for any reason at all. Nothing in this handbook or in any document or policy statement limits the right of either the school or the employee to terminate employment at will.

No representative of the school, other than the Executive Director, may alter the at-will status of any employee. The Executive Director may alter that status only through a written document, signed by the the Executive Director that expressly states that the employment is not at will.

### ***Employment Contracts***

For all employees who have been offered and have signed an employment agreement (i.e., contract), the terms of the employee’s employment are governed by the employment agreement, supplemented by the policies and procedures of this handbook, as specified by the employment agreement. In any conflict between the terms of the employment contract and the policies of this handbook, the terms of the employment contract will prevail.

### ***Contract Cycle and Timing***

Employees who are offered and sign employment contracts with the school should be aware that these contracts are for a one-year term. There is no requirement on the part of the school to offer a contract to the employee in following years, and both parties are free to negotiate and pursue future employment on an annual basis. The school reserves the right to make individual decisions about contract offers on an annual basis.

The school recognizes the need for both the school and its employees to be able to plan and anticipate their employment needs in a timely, predictable manner—to provide continuity for those who will be returning to the school in the fall, and to provide opportunity for those who will not be returning to seek other employment on a timely basis. For this reason, the school uses the following general schedule with regard to contract renewals.



- In late spring, the school provides contract offers to faculty and staff whom it is inviting to return for the following academic year. Faculty members who are not being invited to return ordinarily will be notified privately at approximately this time. (Please note that notification may occur at another, later time, depending on the circumstances surrounding the non-renewal decision.)
- After a two-week period, employees who choose to accept the school's offer are asked to sign and return their new contracts by this date.
- Positions that are not accepted by this date will be considered open and the recruiting process will begin.

All parties are reminded that as a matter of law and ethics, signed contracts are considered legally binding agreements. Therefore, employees who have signed a contract for the following school year are expected to fulfill the terms of the contract. Any employee who is uncertain about returning for the following year, is asked to discuss this with the School Head prior to signing the contract, so that the commitments being made by signing can be discussed.

A faculty member who has experienced performance difficulties and/or corrective action may be notified at contract renewal time that his/her contract offer is being deferred to a later date pending successful performance, or other appropriate action based on the circumstances.

A variety of other circumstances—such as increasing, decreasing, or shifting enrollment demand, changing of curriculum or programs, etc.—may impact the timing and renewal or non-renewal of contracts. Individual employees will be notified of these circumstances if relevant to the timing, deferral, or declination of a renewal offer.

### ***Pay Periods***

All employees will be paid on a bi-weekly basis. Pay dates are always on Thursdays.

### ***Direct Deposit***

The employee's paycheck will be directly deposited into the bank account(s) that the employee designates using the authorization form in the employee's employee packet. Once direct deposit is activated, the employee will receive a summary pay stub each pay period for the employee's personal records.

### ***Pay Advances***

Promise Academy does not provide pay advances to employees. Extreme special circumstances will require approval and authorization by the Principal and school board approval.

### ***Payroll Deductions***

#### ***Required Withholding***

**Federal Income Tax**—This deduction is computed from Internal Revenue Service tax tables, based on the number of exemptions claimed by the employee on the Employee's Withholding Allowance Certificate (W-4 form). If the employee wishes to change the number

of exemptions or requests additional withholdings, a new form must be completed and submitted to the Business Office.

**Withholding of State Income Tax**—Tennessee does not have a state income tax.

**Federal Social Security and Medicare Tax**—This deduction is computed by a percentage of the gross pay. A portion of this amount is for Social Security and the remainder is for Medicare.

### ***Additional Withholdings***

The following payroll deductions are based on the employee's participation in these plans or programs:

- Medical insurance
- Dental insurance
- Other insurance (i.e. disability)
- TCRS Retirement
- Technology Repair/Replacement Costs

### ***Collection & Receipting Money***

All money collected from students must be receipted. Each teacher will be issued a receipt book and money bag. Please document in the receipt book the amount, student name, grade/section and purpose for taking money (i.e. 1st grade Children's Museum Trip, Dress Down Day, etc.) All money must be turned into the office daily by 8:25 a.m. Money should not be kept in the classroom overnight. You are responsible for money that is not properly submitted. If you receive a check from a student, the student's name, grade section, and teacher name should be documented on the front of the check. Total money and receipts submitted to the office must balance.

### ***Workplace Violence Prevention***

Promise Academy does not tolerate workplace violence. We define workplace violence as actions or words that endanger or harm another employee or result in other employee reasonably believing to be in danger. Such actions include but are not limited to the following:

- Verbal or physical harassment
- Verbal or physical threats Assaults
- or other violence
- Any other behavior that causes others to feel unsafe (e.g., bullying, sexual harassment)

School policy requires an immediate response to all reports of violence. All threatening incidents will be investigated and documented by the employee relations department. If appropriate, the school may provide counseling services or referrals for employees.

The following disciplinary actions may also be taken:

- Oral reprimand
- Written reprimand
- Suspension

- Termination

It is the responsibility of all employees to report all threatening behavior to management immediately. The goal of this policy is to promote the safety and well-being of all people in our workplace. All incidents are to be reported within the first 24 hours.

Management, supervisors and all safety personnel are responsible for the observation of personnel and identification of potential workplace violence exposures. All matters reported and/or identified are to be fully investigated. Findings will be presented to management and an action plan developed to minimize and eliminate the potential threat.

### ***Application and Employment with Promise Academy***

Application. An individual desiring a position with Promise Academy must apply to the school leader or designee online or in person. To ensure the safety and welfare of students and staff, Promise Academy requires criminal history background checks and fingerprinting of applicants for teaching positions and any other positions that require proximity to children (including contractors and school volunteers).

Knowingly falsifying employment information is grounds for termination of employment and also constitutes a Class A misdemeanor which must be reported to the District Attorney General for prosecution.

Any costs incurred to perform these background checks and fingerprinting must be paid by the applicant.

Promise Academy will not employ an applicant for a professional position:

1. Who does not provide a transcript of credits earned at the colleges or universities attended;
2. Who does not hold a valid license to teach from the State Board of Education;
3. Who fails to make a full disclosure of any prior criminal record and any prior dismissals from employment for cause; or
4. Who does not receive a satisfactory background check.

Promise Academy will not employ an applicant for a support-level position:

1. Who has not complied with the Immigration Reform and Control Act of 1986;
2. Who refuses to take and subscribe to an oath to support the Constitution of the State of Tennessee and of the United States of America; or
3. Who does not receive a satisfactory background check.

### ***Background Checks***

To ensure the safety and welfare of students and staff, Promise Academy requires criminal history background checks and fingerprinting of applicants for teaching positions and any other position that require proximity to children in the school. Additionally, the school will require Department of Children's Services background checks, Department of Health abuse registry checks, and sex offender registry checks of applicants for teaching positions and any other position that require proximity to children in the school.

Any costs incurred to perform these background checks and fingerprinting must be paid by the applicant. These background check requirements also apply to contractors and volunteers. Promise Academy at a minimum requires appropriate background checks for volunteers who may work closely with students.

Fingerprints and other approved forms of positive identification will be submitted with all requests for criminal history record checks for non-criminal justice purposes.

Promise Academy will ensure the Originating Agency Identifier number is on file at all times.

Tennessee and FBI Criminal History Record Information (“CHRI”) obtained by Promise Academy will be solely used by the school to verify criminal violation(s) and will not be disseminated. Results will be considered confidential and only accessible to the designated school leader or designee. CHRI will only be accessed by authorized personnel in performance of their duties and will never be released to the public.

All persons directly associated with the accessing, maintaining, processing, dissemination, or destruction of CHRI must sign an awareness statement and will indicate that they have been specifically trained on the subject by the school. Promise Academy will provide training to those with access to CHRI with a working knowledge of federal and state regulations and laws governing the security and processing of criminal history information. The Executive Director will ensure that authorized personnel in each school receives such training within sixty (60) days of employment or job assignment and every three (3) years thereafter.

CHRI and all other background information will be stored in a secure location. Areas in which CHRI and other background information are processed and handled by the school will be restricted to authorized personnel identified by the Executive Director. The area will be out of the view of the public and unauthorized personnel. The Executive Director or designee will maintain a list of all employees who have access to, can process, disseminate, and/or destroy CHRI and other background information.

When CHRI and other background information are no longer needed, they will be destroyed by burning, shredding, or other methods rendering the information unreadable. Record destruction must be conducted under the supervision of the Director of Schools for the State Board or the school leader.

Employees who misuse CHRI or other background information or violate this policy will be subject to disciplinary action up to and including termination. Any employee with knowledge of misuse must immediately report a violation to the State Board.

### ***Employee Health***

Promise Academy will provide a sanitary work environment and will comply with the Occupational Health and Safety Administration (OHS/A)-based infection control procedures in which the school will:

1. Provide well-maintained and easily accessible materials necessary to follow universal precautions; and
2. Designate first responders responsible for implementing infection control guidelines, including investigating, correcting, and reporting on instances of exposure.

No distinctions will be made between bodily fluids from individuals with a known disease and individuals without symptoms or an undiagnosed disease. Promise Academy will further follow the most current Centers for Disease Control and Prevention (CDC) Universal Precautions for Prevention of Transmission of Bloodborne Infections and the OSHA Bloodborne Pathogens Standard.

Promise Academy provides training to all employees on HIV, AIDS, and infection control, including bloodborne pathogens and universal precautions. Training and appropriate supplies are available to all personnel including those involved in transportation and custodial services. In addition to insuring that these health and safety practices are carried out on a school-wide basis, special emphasis is placed in those areas of school operation that potentially present a greater need for these precautions. This training includes:

1. HIV epidemiology;
2. Methods of transmission and prevention;
3. Bloodborne pathogens;
4. Universal precautions;
5. Psychological and social aspects of HIV and AIDS;
6. Related federal and state laws and policies; and
7. School procedures and policies regarding HIV and AIDS-related issues.

Additionally, physical education teachers and athletic program staff are required to complete an approved first-aid and injury prevention course that includes implementation of infection control guidelines.

## **HUMAN IMMUNODEFICIENCY VIRUS (HIV) AND ACQUIRED IMMUNODEFICIENCY SYNDROME (AIDS)**

**Liability and Nondiscrimination.** No employee of Promise Academy who is living with HIV or AIDS will be prevented from continuing his/her employment. No disciplinary action will be taken by the school against an employee solely on the basis of HIV status. Action may be taken against an employee only if the employee is disabled and the disability interferes with their ability to perform his/her employment duties. The governing board of the school will make reasonable accommodations to enable the employee to perform employment duties as may be required by state or federal law.

**HIV Testing.** No school official will require any employee to undergo an HIV antibody test or other HIV-related test. This does not preclude school officials from requiring an employee to undergo an examination when another communicable illness is suspected.

**Confidentiality.** If information is received regarding an employee's HIV status, the school will initiate procedures which will ensure privacy and maintenance of all medically-related documents. Promise Academy may consult with the school attorney on the appropriate course of action to pursue, bearing in mind the school's potential liability for defamation, employment discrimination, and breach of confidentiality requirements. Information about an employee's HIV status will be secured by appropriate safeguards intended to limit access and will not be documented in the employee's personnel file or faxed or emailed without prior written consent of the employee. Information obtained is confidential and may not be released to anyone except:

- (1) Persons named on an Authorization for Release of Confidential HIV-Related Information Form;

- (2) Persons listed on a court order; and
- (3) Persons authorized to receive such information without a release or court order.

Under no circumstances will information identifying an employee living with HIV be released to the public.

## **HEPATITIS B**

**Confidentiality and Nondiscrimination.** In all instances, school personnel will respect an individual's right to privacy and treat any medical diagnosis as confidential information. The school will initiate procedures to ensure that all medical information will be held in strict confidence. Any school staff member who violates confidentiality will be subject to appropriate disciplinary measures. Under no circumstances will information identifying an employee with Hepatitis B (HBV) be released to the public.

**Safety.** Employees who are at high risk of occupational exposure will be identified and provided with personal protective equipment, including HBV vaccinations. Employees considered to be at high risk shall include custodians, school nurses, special education teachers and instructional assistants, playground supervisors, coaches, and physical education teachers. When any employee is known to have been exposed to HBV on the job site, the employee will be notified immediately by a supervisor, and the school will provide vaccinations. The school will ensure that an accident report is filed for all accidents. The report will include the employee's name, date of the accident, an explanation of the accident, and the care used in treating the individual. These reports will be kept on file in the school office for a minimum of one (1) year.

## ***Workers' Compensation Policy***

Promise Academy will provide workers' compensation, a type of accident and injury insurance, that compensates an employee for lost time, medical expenses and loss of life or dismemberment from an injury arising out of or in the course of work. Employees must report any work-related injury or disease immediately (or as soon as practicable) to their supervisor and the Principal so that the necessary paperwork can be completed in a timely manner. Please note that under state laws, employees who fail to report work-related injuries in a timely manner may see a reduction or denial of their workers' compensation benefits.

Employees returning to work from an injury or illness for which they were receiving workers' compensation must provide proof of rehabilitation or treatment from a licensed physician and verification that they are able to complete all job-related tasks. In the event that the employee returns to work under strict medical restrictions, the school will make every reasonable effort to accommodate the employee's work ability and job responsibilities. Once a physician removes work restrictions, the employee is expected to perform his or her regular duties and will no longer receive workers' compensation benefits.

FMLA leave and workers' compensation leave may be taken concurrently.

## ***Employee Classification***

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

**Exempt**—Employees who meet any of the FLSA’s exemption standards, including managerial, supervisory, professional, sales or administrative employees.

**Non-exempt**—Employees whose positions do not meet the FLSA exemption standards. Overtime work is prohibited without specific supervisor authorization for these employees.

In addition, each individual’s employment status is defined as one of the following:

**Full-time** - Employees who work at least thirty-two hours per week are considered full-time. Such full-time employees are eligible for benefits after applicable requirements for length of service have been met.

Promise Academy may supplement its regular work force with temporary or part-time employees to help compensate for workload, employee absences or other situations. Management will determine which positions are permanent and which are considered temporary or seasonal.

**Part-time** - Employees who work fewer than 32 hours per week are considered to be part-time. Employees who work 31 hours or fewer per week, or who work on a temporary project basis, will receive all legally mandated benefits (such as workers’ compensation and Social Security benefits), but are ineligible for other benefit programs.

**Temporary** - Temporary employees are individuals engaged to work either part time or full time on Promise Academy’s payroll but have been hired with the understanding that their employment will be terminated no later than the completion of their specific assignment. This category includes interns and co-op students. Such employees may be either “exempt” or “non-exempt” but are not eligible for Promise Academy benefits except as mandated by law.

**Independent contractors** - Consultants, freelancers and independent contractors are not employees of Promise Academy. The distinction between employees and independent contractors is crucial because employees may be entitled to participate in the school’s benefits programs, while independent contractors are not. In addition, Promise Academy is not required to satisfy income, Social Security, Medicare or unemployment tax withholdings or payment requirements for independent contractors.

### ***Overtime Pay Policy***

Promise Academy must compensate all hourly, non-exempt employees one-and-a-half times their regular wage rate for all hours worked in excess of 40 hours each week.

At times, employees will be asked to work overtime to complete necessary work tasks. The employee’s supervisor will notify the employee as early as possible regarding scheduling needs.

Employees who want to work more than 40 hours during a workweek must receive written authorization from their supervisor before working overtime.

## ***Jury Duty Policy***

While it is the duty of every citizen to serve on a jury when called, Promise Academy recognizes that this often means the loss of income. Promise Academy provides jury duty leave to eligible employees in compliance with federal and state laws. Promise Academy pays the difference between the jury pay and regular wages for days when you are unable to report to work because of jury service, assuming you have been employed by the school for at least 90 days prior. If state law requires a different arrangement, Promise Academy will comply with state law. Questions regarding the school's jury duty leave policy should be directed to Carmen Fondren.

The above statement applies provided that you:

- Show your supervisor your summons to serve on a jury prior to the time that you are scheduled to serve
- Furnish your supervisor with evidence of having served on a jury for the time claimed

Jury absence will be noted on your time sheet or time card. Time spent on jury duty will not be counted as hours worked for the purpose of computing overtime pay. Regular wages are paid until jury pay is received. Jury pay is then deducted from your regular wages.

This benefit cannot be applied to any court appearance other than jury duty unless such appearance is related to your employment.

## ***Outside Employment***

Full-time exempt employees are expected to devote the full measure of their work-related efforts and energies to their position with the school. The school strongly discourages outside employment for full-time exempt employees, except during summer breaks when faculty may not otherwise have obligations to the school. In no case may outside employment be with an organization or of a nature that is contrary to the goals and purposes of the school or in which conflicts of interest are present.

A full-time exempt employee must obtain approval from the Principal or Executive Director before accepting outside employment. Outside employment, if approved, must not in any way diminish the employee's effectiveness or interfere with his/her duties at the school or present a conflict of interest for the employee, the school, or the outside employer. If outside employment is deemed detrimental to the full-time exempt employee's job performance or is otherwise contrary to the best interests of the school, the employee will be required to terminate his/her outside employment as a condition of remaining an employee of Promise Academy. Enrichment classes and afterschool care are considered outside employment and subject to the aforementioned conditions.

## ***Relocation Reimbursement & Recruiting Expenses***

In certain instances, Promise Academy may help defray relocation expenses for full-time faculty recruited to Promise Academy. The amount of relocation expenses reimbursed will be decided on a case-by-case basis. Additionally, Promise Academy may reimburse expenses incurred in recruiting full-time faculty. Questions regarding relocation and recruiting expense reimbursement should be directed to the CFO.



## ***Compensation***

Salary offers will emphasize the skills and responsibilities required in the performance of each job, as well as the employee's experience in the specific area for which the employee is being employed at Promise Academy. The employee's compensation arrangement will be reviewed annually by the CFO. The employee's initiative, performance, and attendance will be evaluated by the Principal and/or Executive Director and represent the primary factors in determining whether the employee is eligible for a pay adjustment and, if so, how much it will be.

## ***Remote Work/Telework Policy***

As a general rule, Promise Academy does not permit employees to work remotely or telework. Our jobs require our in-person attendance at the school, with the children we teach and with the teachers and other staff members who we support. We made some necessary exceptions to this general rule in the early days of the Pandemic when we were subject to Shelter in Place. However, that has ended.

On rare occasions, Promise Academy may authorize a remote work arrangement for certain members of the teaching staff when illness or other public health concerns warrant exclusion of those teachers from the workplace. Working remotely is not an entitlement or a school-wide benefit; instead, it is granted to teachers on a case-by-case basis, at the school's sole discretion, in situations where the teacher is healthy enough to teach his/her students remotely and where replacing the teacher for the period of the teacher's absence would be exceedingly difficult. Remote teaching is for a limited duration only. Promise Academy may terminate the remote work arrangement at any time and for any reason. Employees should understand that the essential functions of their jobs require their regular attendance at school, regardless of whether students are attending school remotely or in person.

Non-teaching staff members are generally ineligible for teleworking. Such staff members are expected to be in the School building performing their job functions. Absences for things like attending to a sick family member, going to doctor's appointments, and taking care of children are not opportunities to telework. Staff members who need to be absent for these reasons cannot be expected to give their full attention to their jobs when they are distracted with these other responsibilities. Therefore, as in the past, staff members who need time off for personal issues, illness, and childcare must take paid time off/vacation or sick time, in accordance with school policy.

No employee may engage in remote work without obtaining, in advance, the express, written authorization of the business office.

In the isolated instances in which remote work is permitted, remote employees may be provided with equipment and materials to better enable them to perform their jobs. All equipment, records, and materials provided by the school shall remain the property of the school. Such equipment should be used only for performing the employee's job and may not be used by anyone other than the employee. The employee agrees to protect School equipment, records, and materials against unauthorized or accidental access, use, modification, destruction, or disclosure. Strict adherence to network security protocols will be required. The employee agrees to report loss, damage, or unauthorized access to their supervisor at the earliest reasonable opportunity.

Non-exempt employees working remotely will have fixed work hours and meal periods to make clear when the employee is “off the clock.” Non-exempt employees must accurately record their time worked just as they do when they are on school premises. You may not perform work after hours, even responding to e-mails or voicemails, without prior approval from your supervisor. Overtime work is not allowed absent explicit, written authorization from your supervisor.

Employees working remotely must adhere to all relevant school policies outlined in this Handbook including, but not limited to, policies regarding applicable work-related electronic communication.

As part of the privilege of working remotely, the employee agrees to maintain safe conditions in the remote worksite and to practice the same safety habits as those followed on the school’s premises.

## ***Travel Policy & Procedures***

### *Transportation*

#### Public Transportation

Promise Academies will pay the actual costs or regular fare for public transportation by air, train or bus. Public transportation arrangements will be arranged by the business office therefore all pre-approved requests must be submitted to the business office prior to dates of travel.

#### Private Vehicle

Promise Academies may reimburse for employees using their private vehicle for approved travel at the prevailing IRS mileage reimbursement rate (\$.55 per mile for calendar year 2020) by the most direct route to and from a meeting. The basis for claiming mileage reimbursement shall be a point to point. School to destination, reading of the odometer, or mileage obtained from internet mileage tools. Attach any and all printed maps to the mileage sheet if and when seeking reimbursement. Employees who use their personal vehicle for travel will be reimbursed only for mileage: they will not be reimbursed for any fuel purchase(s) that are made.

#### Vehicle Rental

Employees may choose to use a rental vehicle for out of town school related travel when necessary. Requests for vehicle rentals must be pre-approved by the business office. Fuel purchase(s) can be made using the school issued credit card.

### *Meals & Incidentals*

Promise Academies will provide reimbursement to employees based on a maximum per diem rate for employee travel which includes a fixed allowance for meals and incidental expenses (M&IE). The M&IE rate, or fraction thereof, is payable to the employee without itemization of expenses or receipts. Incidentals are intended to include miscellaneous costs associated with travel such as tips for baggage handling, porters and hotel staff. M&IE per diems are intended to supplement, not fully compensate, the meal costs and personal incidental

expenses incurred while travelling on official school business. Generally, the applicable maximum per diem rate for each calendar day of travel shall be determined by the location for lodging for the traveler. The per diem rate to be reimbursed to the employee for meals and incidental only when overnight travel is involved as established on the reimbursement rate Schedule. The M&IE rates for Tennessee and out-of-state travel are the same as those for federal employees, and are available on the U.S. General Services Administration's web site. There is a standard rate for the continental United States (CONUS), and a list of exceptions. Please note that these rates may change effective October 1 of each year.

#### 1<sup>st</sup> & Last Day of Travel Meals & Incidental Expenses Per Diem

Reimbursement for meals and incidentals for the day of departure when overnight travel is required shall be 75% of the appropriate M&IE rate at the rate prescribed for the actual lodging location. Reimbursement for M&IE for the day of return shall be 75% of the M&IE rate.

#### Same Day Travel Meal Per Diem

Meal per diems will not be issued for same day travel. Actual cost will be reimbursed upon return of original receipt. Payment may also be made using school issued credit card with receipts being submitted to the business office accordingly.

#### Meal Purchase(s) Responsibility

Meal per diem payments will be issued upon approval and submission of a Meal Per Diem Request. Meal Per Diem Requests may be submitted to the Business Office in advance of departure.

Employees in possession of a school issued credit card should restrict their use to travel related expenses - however, **meal purchases for overnight travel should not be placed on PA credit cards** due to the M&IE per diem policy.

#### Travel Procedures and Tips

- All travel must be approved by the principal or other approved administrator before any arrangements are made.
- Upon return from travel, submit all receipts for charges made with the school issued credit card to the Business Office for verification of correct credit card charges and tax-exempt status charges.
- Upon return from travel, submit any mileage reimbursement requests to the Business Office. Reimbursement will be issued on the next payroll cycle.
- All employees should submit claims for payment within 10 days of completion of travel. In accordance with Internal Revenue Service guidance (IRS Publication 463), reimbursement paid sixty (60) days after the date of travel may be considered as taxable income.
- Alcohol is not permitted to be purchased using school issued credit cards for normal meal expenses.

<b>General Reimbursement Rates</b>	
Mileage - Standard IRS Mileage Reimbursement Rate Effective 1/1/ 2020	\$0.58/mile
Meal & Incidental Expenses (M&IE) rates for all Tennessee locations not specifically listed below	\$55.00/day

<b>Tennessee Counties with Higher Per Diem M&amp;IE Rates (Based on Standard CONUS Rates)</b>		
<b>Counties</b>	<b>Maximum Daily Meals &amp; Incidentals</b>	<b>75% of Meals &amp; Incidentals (for 1st &amp; last day of travel)</b>
Davidson ( Nashville)	\$61.00	\$45.75
Shelby County (Memphis)	\$61.00	\$45.75
Williamson (Brentwood/Franklin)	\$61.00	\$45.75
Hamilton (Chattanooga)	\$61.00	\$45.75
Knox (Knoxville)	\$56.00	\$42.00
<i>In- state meal per diem rates follow the CONUS rates for Tennessee. The standard in-state rate of \$51.00 for meals and incidentals should be used for all in-state locations no listed above.</i>		

<b>Out-of State Per Diem Rates</b>
<p>When traveling outside Tennessee, employees should utilize the U.S. General Services Administration CONUS (Continental United States) rates provided by the federal governm ent. To view the CONUS rates, go to <a href="https://www.gsa.gov/travel/plan-book/per-diem-rates">https://www.gsa.gov/travel/plan-book/per-diem-rates</a></p> <p>Use the CONUS standard meals and incidentals rate for all locations within the United State s, which are reimbursed at 75% for day of departure and/or day of return.</p>

### ***Paid Time Off Policy***

Promise Academy believes that employees should have opportunities to enjoy time away from work to help balance their lives. For this reason, we provide a Paid Time Off program to all 10 month and 12 month employees.

PTO provides employees the freedom to decide how to use their personal time off. Promise Academy believes this program offers more generous time off with pay than traditional vacation, sick and personal time packages. Employees can use their PTO days in a number of different ways; for example:

- As vacation
- For personal business
- For periods of illness

- For doctor or dental appointments
- For personal emergencies
- For family emergencies
- In the event of severe weather or adverse driving conditions

PTO does not replace the school's holiday schedule. We will continue to have compensated holidays each year.

Abuse of the paid time off policy will result in disciplinary action up to and including termination of employment.

#### Eligibility for PTO

All 10 month employees are eligible to use three (3) personal days or twenty-four (24) hours of personal time. Personal time is not accrued and cannot be carried forward. Personal time is reset to zero on July 1 of each year. Seven (7) sick days or fifty-six (56) hours is also available and can be accrued up to six (6) weeks or two hundred and forty (240) hours. A doctor's note will be requested on the 3rd day of absence.

All 12 month employees are eligible to earn four (4) personal days or thirty-two (32) hours of personal time. Personal time is not accrued and cannot be carried forward. Personal time is reset to zero on July 1 of each year. Eight (8) days of sick or sixty-four (64) hours and can be accrued up to six (6) weeks or two hundred and forty (240) hours. A doctor's note will be requested on the 3rd day of absence.

In general, employees will not be allowed to go into a negative balance. Partial days and tardies are exceptions to this rule. Full days absence is limited to hours accrued and could result in time without pay.

Except in some cases of extended short-term disability, all PTO must be used before time may be taken without pay. In some circumstances, and at the Executive Directors' discretion, employees may go into a negative balance, up to a maximum of 24 hours. If an employee separates from employment with a negative PTO balance, the negative balance is deducted from the final paycheck.

#### Paid Time Off Program Accrual

All eligible employees will accrue paid time off over 20 pay periods beginning each year, July 15 through April 15.)

##### 10 Month Employee Paid Time Off Accrual

Personal Time - 1.2 hours per pay period over 20 pay periods (July 15 through April 15) Sick

Time - 2.8 hours per pay period over 20 pay periods (July 15 through April 15)

##### 12 Month Employee Paid Time Off Accrual

Personal Time - 1.6 hours per pay period over 20 pay periods (July 15 through April 15) Sick

Time - 3.2 hours per pay period over 20 pay periods (July 15 through April 15)

#### Use and Management of PTO

Promise Academy encourages employees to use their PTO responsibly and, whenever possible, to schedule time for vacations or personal leave appointments in advance. Every time-off request will be evaluated and subject to approval depending on staffing needs at the time. Promise Academy understands there may be occasions, such as sudden illness, when you may not be able to give sufficient advance notice. In those situations, however, be sure to inform your supervisor as soon as possible.

PTO also includes time off for unexpected emergencies or illness. Do not use PTO to cover time missed from work due to tardiness, except in the case of severe weather.

You may not use your accumulated PTO for the purpose of taking time off before resigning. Termination

#### & Paid Time Pay

When employment ends for any reason the employee will not receive payment for any earned but unused paid time off.

#### Types of Non-PTO Leave

Situations that require time off such as jury duty, bereavement and workers' compensation will not be charged against your accrued PTO. Note: See separate policies on those topics to address these situations.

#### ***Bereavement Policy/Funeral Leave***

The purpose of funeral leave is to provide you with time to attend the funeral of a member of your family and to handle personal affairs without disrupting your income. Only salaried employees are eligible for funeral leave benefits, and the benefits become effective after you complete your training and adjustment period.

#### Time Allowed

You may be granted up to a three-day leave (consecutive working days) with pay in the event of the death of an immediate family member.

#### Definition of Immediate Family Member

The term immediate family member is defined as:

- Spouse
- Child
- Parent
- Sibling
- Grandparent
- 

#### Bereavement Pay

Your bereavement pay will be figured at your regular rate of pay.

#### Leave Without Pay

If you are not eligible for funeral leave with pay, you may use available personal time pay. Time off in excess of personal time will be time off without pay in case of a death in the family or to attend the funeral of a close friend.

### Forfeiture

You forfeit your rights to funeral leave benefits if you terminate employment before returning to your assigned position to work at least two workdays after you have used funeral leave benefits.

When you are granted funeral leave benefits, it is mandatory that you attend the funeral of the relative for whom such funeral leave was requested. We reserve the right to ask you to supply the name and relationship of the deceased and the name of the funeral home that handled the arrangements.

### **Holidays**

Promise Academy observes the following official holidays:

Labor Day  
Emancipation Proclamation Day (Acknowledge and Celebrate) Veterans Day  
Thanksgiving Day Christmas  
Eve and Day New Year's Eve  
and Day Presidents Day  
Memorial Day  
Juneteenth  
4<sup>th</sup> of July

The specific dates for the observance of official holidays will be announced each year. Holidays falling on a Saturday are normally observed on the preceding Friday. Holidays falling on a Sunday are normally observed on the following Monday. The Executive Director may elect to shift the date of a holiday or to designate other holidays during the year.

### ***Sick Leave/Extended Leave of Absence***

On a case-by-case basis, the school may permit an employee to take an extended unpaid leave of absence. Please contact the Principal or CFO for more information.

### ***Tennessee Parental Leave***

Employees who have been employed by Promise Academy for at least twelve (12) consecutive months as a full-time employee may be absent from employment for a period not to exceed four (4) months in connection with pregnancy, and childbirth, or placement of an adopted child, but only if the employee works at a job site or location with 100 or more employees. If you become eligible for leave under this policy and the FMLA, the leave counts against your entitlement under both laws. The specific content of the Tennessee law, which is Tennessee Maternity Leave Act found at T.C.A. § 4-21-408, is reproduced below, as required by law.

Leave for adoption, pregnancy, childbirth and nursing an infant.

A Employees who have been employed by the same employer for at least twelve (12) consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in this section. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.

B (1) Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

(2) Employees who are prevented from giving three (3) months' advance notice because of a medical emergency that necessitates that leave begin earlier than originally anticipated shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) months' advance notice.

(3) Employees who are prevented from giving three (3) months' advance notice because the notice of adoption was received less than three (3) months in advance shall not forfeit their rights and benefits under this section solely because of their failure to give three (3) month's advance notice.

C (1) Leave may be with or without pay at the discretion of the employer. Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leaves of absence.

(2) If an employee's job position is so unique that the employer cannot, after reasonable efforts, fill that position temporarily, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave period.

(3) The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

(4) Whenever the employer shall determine that the employee will not be reinstated at the end of the leave because the employee's position cannot be filled temporarily or because the employee has used the leave to pursue employment opportunities or to work for another employer, the employer shall so notify the employee.

D Nothing contained within this section shall be construed to:

(1) Affect any bargaining agreement or school policy that provides for greater or additional benefits than those required under this section;

(2) Apply to any employer who employs fewer than one hundred (100) full-time employees on a permanent basis at the job site or location; or

(3) Diminish or restrict the rights of teachers to leave pursuant to title 49, chapter 5, part 7, or to return or to be reinstated after leave.



## ***Military Leave Policy***

Promise Academy provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding the school's military leave policy should be directed to the CFO.

Employees should notify their managers as soon as they become aware of a military service obligation.

### ***Leave for Annual Training***

Employees who are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.

Employees will be granted the minimum amount of leave needed to meet the minimum training requirements of their units. No employee will be required to use vacation time for military duty, but employees who do elect to schedule their vacations to coincide with military duty will receive their full regular vacation pay in addition to any pay from the military.

In recognition of the public service performed by Reservists and members of the National Guard, employees will receive the difference between their regular pay and their service pay, excluding any military subsistence allowance or other expense allowances during the training period. If state law requires a different arrangement, Promise Academy will comply with state law. Please contact the CFO with any questions.

### ***Leave for Military Service***

Permanent employees who perform service in the uniformed services may be granted leaves of absence for the purpose of participating in military service. Under USERRA, "uniformed services" consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

Employees will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service-related absences. Some special categories of military service are exempt from this five-year limit.

Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight hour rest period.

Employees with leaves between 31 and 180 days must apply for re-employment no later than 14 days after completion of uniformed service. Employees with leaves longer than 180 days must apply for re-employment no later than 90 days after completion of uniformed service.

The reporting or application deadlines are extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). The school will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply, and a service member may be placed in an alternative reemployment position if he or she cannot qualify for the escalator position.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, the employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.

If an employee's health plan coverage would terminate because of an absence due to military service, he or she may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. The employee may be required to pay up to 102 percent of the full premium for the coverage. However, if the military service is for 30 or fewer days, the employee cannot be required to pay more than the normal employee share of any premium.

### ***Family and Medical Leave Act ("FMLA") Policy***

As an employee of Promise Academy, you may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. An FMLA summary that is based on the Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions regarding the FMLA, please contact the CFO.

### ***Eligibility***

To be eligible for leave, you must have been employed by the school for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, you must work in an office or work site where 50 or more employees are employed within 75 miles of that office or work site.

### ***Amount of Leave Available***

Eligible employees may take up to a total of 12 weeks of FMLA leave within a rolling 12-month period, measured backward from the date an employee uses any FMLA leave, for any combination of the following reasons:

- The birth of an employee's newborn child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition

- The employee has a serious health condition that makes the him or her unable to perform the functions of their job
- A qualifying exigency that arises because the employee's spouse, child or parent is a covered military member on covered active duty (or has been notified of an impending call or order to covered active duty)

Where leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin may take up to 26 weeks of unpaid FMLA leave during a single 12-month period. Eligible employees are limited to a total of 26 workweeks of FMLA- protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by the school are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care and to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by the school are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

### ***Types of Leave Available***

**Birth or Placement for Adoption or Foster Care:** FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement.

This type of leave may not be taken intermittently or on a reduced schedule unless the school agrees to this request. See below for more details on non-continuous leave.

**Serious Health Condition of Employee:** If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see "Definitions" for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- **Non-continuous leave**—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- **Certification process**—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- **Fitness-for-duty statement**—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

**Serious Health Condition of Immediate Family Member:** If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

- Non-continuous leave—Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

**Qualifying Exigency Because of Active Duty:** If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the Armed Forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the Armed Forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a definition of qualifying exigency)

- Non-continuous leave— Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented through our certification process (see below).

**Service Member Family Leave:** If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

Effective March 8, 2013, an eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- Non-continuous leave—Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process—The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

### ***Notifying the School of the Need for Family or Medical Leave***

Generally, an application for leave must be completed for all leave taken under this policy. A non-emergency leave should generally be requested from to the CFO at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin. In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical. Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay

or denial of leave. It is your responsibility to notify your manager and CFO of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for the school to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

### ***Medical Certification Process***

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member's or your own serious health condition. The certification form needs to be signed by the health care provider. The short-term disability certification may be sufficient where the information required is duplicative. These forms are available from the Business Office. Second or third certifications from health care providers and periodic recertification at the school's or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to work.

### ***Military Family Leave Certifications***

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

### ***Substituting Paid Leave for Unpaid Leave***

Federal FMLA leave is unpaid. The school requires you to substitute vacation days according to the schedule below. You may also choose to substitute additional paid or unpaid leave that you have accrued.

When you substitute vacation days or other paid leave, the absence will be counted against your entitlement to FMLA leave under this policy and will not extend your leave. In other words, you are using your paid leave concurrently with your FMLA leave.

### ***Eligible Vacation Remaining Required Substitution***

Less than 5 days	None
5-8 days	3 days
9-12 days	5 days
13-16 days	7 days
17-20 days	9 days

When an employee is absent due to a work-related illness or injury that meets the definition of a serious health condition, the absence will be counted against the employee's entitlement under this policy. In other words, the employee is using FMLA leave concurrently with the workers' compensation absence. An employee is not required to substitute paid time off for an absence covered under workers' compensation.

You may be paid for all or part of a medical leave to the extent you are eligible for benefits such as short-term disability. An employee is not required to substitute paid time off for an absence covered under a disability benefit plan.

### ***Non-Continuous Leave***

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by the school for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if the school approves a non-continuous leave for the birth of a child or the placement of a child for adoption or foster care.

### ***Benefit Continuation During Leave***

The school will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular portion of premiums - contact the CFO for an explanation of your options.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, the school may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

### ***Returning to Work***

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

If you wish to return to work before the scheduled expiration of FMLA leave, you must notify the school of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify the school as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other school policies.

### ***Rights upon Return from Leave***

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

### ***Other Types of Leave***

If you do not qualify for the types of leave described in this policy, the school may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

### ***Definitions***

“Spouse”— A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

“Parent”—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

“Child”—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family leave, the child does not have to be a minor (under the age of 18) and can be of any age.

“Incapable of self-care”—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.

“Physical or mental disability”—A physical or mental impairment that substantially limits one or more major life activities of the individual.

“Covered Service Member”— A member of the armed forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness.

“Covered Veteran”—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

“Next of Kin”—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

“Serious Health Condition”—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions requiring periodic treatment by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions requiring supervision for which treatment may not be effective (for example, Alzheimer’s, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

“Serious Injury or Illness”—can be:

- In the case of a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank or rating.
- In the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed



before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran and is:

- A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;
- A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;
- A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

"Qualifying Exigency"—includes:

- Short-notice deployment (seven days or less)
- Military events and related activities Childcare
- and school activities
- Financial and legal arrangements Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by the school and the employee More
- 

Information

Please contact Beth Bailey, CFO for additional information.

## **8. EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT**

### ***Basic Leave Entitlement***

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

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

## ***Military Family Leave Entitlements***

Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (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 otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness\*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.\*

**\*The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

## ***Benefits and Protections***

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

## ***Eligibility Requirements***

Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months\*, and if at least 50 employees are employed by the employer within 75 miles.

**\*Special hours of service eligibility requirements apply to airline flight crew employees.**

## ***Definition of 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 other daily activities.

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

to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### ***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. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### ***Substitution of Paid Leave for Unpaid Leave***

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### ***Employee Responsibilities***

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

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### ***Employer Responsibilities***

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### ***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; and

- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### ***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.

***FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.***

### ***Benefits***

Promise Academy is proud to make a program of health, welfare, and retirement benefits available to eligible employees. Brief descriptions of each benefits program are provided below. However, please note that these descriptions are overviews only, and that the plans themselves (including eligibility requirements) are governed by the Summary Plan Descriptions (SPDs) and related plan documents, maintained in the Business Office. In the event of any conflict between the descriptions below and the plan documents, the plan documents will govern.

### ***Government-Mandated Benefits***

Promise Academy provides all government-mandated benefits, including Social Security and Unemployment insurance. More information is available about the benefits in the Business Office.

### ***Insurance Policies***

The school purchases Life, Long Term Disability, Short Term Disability coverages on each fulltime employee at no cost to the employee. More information is available about the benefits in the Business Office.

### ***COBRA Benefits Policy***

Promise Academy complies with the Consolidated Omnibus Budget Reconciliation Act (COBRA). This federal law gives covered employees (and their dependents) who have lost health benefits the right to continue group health plans for limited periods of time under certain circumstances (called “qualifying events”). All administrative rules and processes as well as changes in plan benefits and premiums apply to those on continuation coverage.

Qualifying events for employees that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of employment for reasons other than gross misconduct
- Reduction in the number of hours of employment

Qualifying events for spouses that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for spouses that allow up to 36 months of benefit continuation:

- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

Qualifying events for dependent children that allow up to 18 months of benefit continuation:

- Voluntary or involuntary termination of the covered employee's employment for any reason other than gross misconduct
- Reduction in the hours worked by the covered employee

Qualifying events for dependent children that allow up to 36 months of benefit continuation:

- Loss of dependent child status under the plan rules
- Covered employee becoming entitled to Medicare
- Divorce or legal separation of the covered employee
- Death of the covered employee

In the event of divorce or legal separation, or the loss of dependent child status under the plan, a covered employee or dependent must notify the Business Office within 60 days to maintain his or her COBRA rights. Within 14 days of that notification, The Business Office will provide enrollment materials to the employee or covered dependent.

The covered employee or dependent has 60 days from either the date that coverage would ordinarily have ended under the plan due to a qualifying event or the date of notification, whichever comes later, to elect continuation of coverage. Election of coverage is established by completing and returning enrollment materials to the Business Office.

COBRA premiums will be billed by the applicable insurance provider. The first premium will be due within 45 days of the date of election. Subsequent premiums must be received within the terms set by the provider. Failure to make timely payments will result in termination of coverage without notice.

Continuation coverage will end after 18 months if the qualifying event was a termination or reduction in hours, unless the qualified beneficiary is disabled at the time of the qualifying event, in which case coverage may extend to 29 months. For all other qualifying events, continuation coverage will end after 36 months.

Early termination of COBRA continuation coverage will occur if:

- Promise Academy discontinues its insurance plan;
- The qualified beneficiary fails to make a premium payment in a timely fashion;  
or
- The person who elected continuation of coverage becomes covered under another insurance plan or Medicare.

**NOTE: State COBRA laws differ—check with your legal advisor to make sure that the provision in your handbook is in compliance with your state and federal COBRA laws. COBRA is not applicable to all employers.**

### ***Medical Information Privacy under HIPAA***

The purpose of this policy is to inform employees regarding compliance with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. All employees should be aware that HIPAA severely restricts the sharing and transmission of private health information (PHI) to non-qualified parties.

Employees should never share private health information of themselves or others. In certain circumstances, such as with regard to colleagues who are ill or in the hospital, we realize this may seem contrary to the spirit and culture of caring for colleagues that we have established over the years at our school. While we always seek to maintain our caring culture, we all need to recognize the personal protections provided under HIPAA and remain in compliance, for the benefit of all concerned.

Please consult the Business Office with any questions regarding the school's responsibilities and individual employee responsibilities with respect to HIPAA and private health information.

### ***Employment Termination Policy***

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation—voluntary employment termination initiated by an employee
- Termination— involuntary employment termination initiated by Promise Academy
- Layoff— involuntary employment termination initiated by Promise Academy for non-disciplinary reasons

If you wish to resign, we ask that you notify your manager of your anticipated departure date at least two weeks in advance. Of course, as much notice as possible is appreciated by Promise Academy and your co-workers. This notice should be in the form of a written statement.

If you fail to report to work for three consecutive days without informing management of the planned absence, we will assume that you have voluntarily resigned.

In the case of termination due to resignation, retirement or a permanent reduction in the work force, your accrued vacation pay will be paid on a pro-rata basis. Unused personal time is not paid upon termination. In the case of termination, any vacation or personal/sick time used in excess of accrued time will be deducted from your final paycheck given your prior written permission. **(NOTE: Employers should review applicable state laws to evaluate their options for administering vacation/personal time upon termination. Employers should confirm that this policy's language is consistent with their legal obligations and intentions regarding leave payouts.)**

Furthermore, any outstanding financial obligations owed to Promise Academy will also be deducted from your final check, given your prior written permission. If your final check does not sufficiently cover the money owed to the school, you will remain liable for that amount.

A meeting between you and your immediate manager will take place prior to your last day of work. If applicable, your rights concerning continuation of group health benefits will be discussed during this meeting. Parking passes, office keys, school equipment and building passes must be returned at this time, along with all other school property and confidential information.

If you leave Promise Academy in good standing, you may be considered for re-employment.

Except as required by law or by separate agreement, employee salary and benefits will end on the date of termination.

Upon resigning from Promise Academy, you should continue to provide the school with an accurate address for at least one year for tax purposes.

### ***Immigration Reform Policy***

The Immigration Reform and Control Act of 1986 requires employers to hire and retain only individuals who are authorized to work in the United States.

To enforce these guidelines, IRCA requires an employer to verify a potential employee's eligibility by completing the Employment Verification Form (Form I-9). By completing Form I-9, the employer is certifying that it has viewed documents proving that the potential employee is authorized to live and work in the United States.

All employees are asked to provide original documents verifying their right to work in the United States and to sign a verification form (Form I-9). If an individual cannot verify his or her right to work within three days of hire, Promise Academy must terminate his or her employment.

Please contact the Business Office with questions or concerns.

## **9. Building/Room Maintenance**

### ***Building Maintenance***

Please direct all needs concerning building maintenance to the front office.

### ***Classroom Maintenance***

Procedures should be established, taught, and practiced that teach children how to properly use, store classroom materials and care for their physical environment.

The classroom should be kept neat and clean at all times. Remember first and any impressions are lasting impressions. Excessive materials must be removed properly. Report anything that is broken immediately so that it can be repaired. A well-organized classroom with materials properly displayed and neatly arranged is a must for a creative learning environment. Your classroom represents our work environment, our students, and more importantly yourself.

Please consider:

Classrooms should be arranged in such ways to allow the practices of Great First Teaching to occur (i.e. properly/neatly labeled, established literacy/instructional centers, collaborative areas, etc.)

- Be safety conscious
- Windows and doors may not be blocked with classroom furniture.
- Students may not place advertisements or posters on walls or elsewhere unless permission is granted by the principal.
- Plants need something waterproof under them to handle overflow.
- Be careful in using masking tape or other adhesive materials for display on walls.
- Students should not be allowed to leave items on the floor under their desks overnight.
- All windows and doors should be locked and closed before the teacher leaves for the day.
- Because of fire regulations, nothing is to be hung from light fixtures.
- Please reserve the last five minutes of your daily schedule to return your classroom to its original clean state prior to dismissal.
- Remind students that there are to be no stickers on lockers, desks or walls.

### ***Staff Refrigerator & Microwave Use***

For your convenience there is a staff refrigerator and microwave for your use in the Teacher's Lounge located on the second floor. Additional microwaves are also located in the office and the PD Room for teacher use. It is important to make sure these items are left in a clean condition throughout the year. Food items should not be left in the refrigerator longer than one week. It is advised to properly label items with your name and date placed in the refrigerator. When using the microwave, cover food to prevent splatter. Wipe the microwave out after each use. **Teachers are prohibited from having personal microwaves in their classrooms.**

## **10. Forms Located in the Front Office & Online**

- **School Calendar**
- **Absence Request Forms**
- **Technology Service Request Form**
- **Supply/Materials Request Form**
- **Discipline Referral Form**
- **Accident & Student Illness Form**
- **Academic, Attendance, & Conduct Honors Form**
- **Textbook Check Form**
- **Additional Textbook Request Form**
- **Emergency Management Plan**
- **Individual Assessment for Workplace Violence Prevention Policy**
- **Payroll Advance Form & Employee Advance Agreement**



## **HANDBOOK ACKNOWLEDGMENT**

The undersigned hereby acknowledges that he or she has been given a copy of the Faculty and Staff Handbook and that the employee has read, understands, and agrees to abide by its provisions. This Handbook is intended to provide a general overview of Promise Academy's personnel policies and does not necessarily represent all such policies or practices in force at any particular time. This Handbook supersedes any previous Handbook that may have been issued by the school. This Handbook and the benefits described herein are not retroactive. The school reserves the sole right to add, change, or rescind any policy, practice, or benefit at any time.

The undersigned employee further acknowledges that nothing in this Handbook is intended to alter or modify the "at-will" employment relationship between himself or herself and the school, and that the terms and provisions of the employee Handbook do not constitute express or implied contractual terms that obligate the school.

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EMPLOYEE'S SIGNATURE

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EMPLOYEE'S NAME [Typed or Printed]

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DATE