



Friendship Aspire Academy

Grades K-12

# Employee Handbook

**2021-2022**

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## **EMPLOYMENT POLICIES**

### **At-Will Employment**

Employment at Friendship Aspire Charter School is “at-will.” This means that employment is not guaranteed for any specific duration and either the employee or Friendship Aspire Charter School may end the employment relationship at any time, with or without notice, and with or without cause, for any reason or no reason, provided it is not prohibited by law. Nothing in this Handbook shall limit or alter the at-will employment relationship in any way. Further, this handbook is not a contract of employment and does not constitute nor shall it be construed as creating a contract of employment between Friendship Aspire Charter School and any of its employees. No manager, supervisor, or employee of Friendship Aspire Charter School has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. The board of directors approves Friendship Aspire Charter School’s budget annually, including personnel. Only the Executive Director, after obtaining this approval has the authority to make any such employment agreement, which is binding only if it is in writing and signed by the Head of Schools and the employee.

### **Equal Opportunity Employment**

Friendship Aspire Charter School is an Equal Opportunity Employer. Friendship Aspire Charter School is committed to the principles of equal employment opportunity for all employees and applicants for employment. All policies and procedures including, but not limited to, recruitment, hiring, assignment, conditions of employment, compensation, benefits, training, promotion, transfer, and termination are administered for all employees and job applicants without discrimination based on race, color, sex, pregnancy, religion, national origin, disability, veteran status genetic predisposition or carrier status, or any other classification protected by applicable federal, state, or local law. In addition, all policies and procedures for employees and applicants are administered without unlawful discrimination on the basis of arrest or conviction record.

Friendship Aspire Charter School is committed to complying with the American with Disabilities Act (ADA) and other applicable statutes protecting employees with disabilities. In accordance with these laws, Friendship Aspire Charter School will make reasonable accommodations for qualified individuals with known disabilities unless undue hardship to Friendship Aspire Charter School would result. Any applicant or employee who is disabled and requires an accommodation in order to perform the essential functions of the job should contact The Superintendent’s office to request such an accommodation. To the extent possible, the individual with the disability should specify what accommodation he or she needs to perform the job.

### **Non-Discrimination and Non-Harassment Policy**

Friendship Aspire Charter School is committed to providing a professional work environment free of unlawful discrimination and harassment, including, but not limited to, sexual harassment. Friendship Aspire Charter School prohibits discrimination and harassment based on an individual’s race, religious creed, color, gender, pregnancy, national origin or ancestry, disability, veteran status, genetic predisposition or carrier status, or any other basis protected by applicable federal, state, or local law. Friendship Aspire Charter School prohibits discrimination

and harassment of any employee of Friendship Aspire Charter School by another employee, supervisor, or manager, as well as by any person doing business with or for Friendship Aspire Charter School to the extent controlled by Friendship Aspire Charter School.

While it is not easy to define precisely what harassment is, it may include, but is not limited to, epithets or slurs, threats, derogatory comments, unwelcome jokes, gestures, or pranks regarding an employee's race, religious creed, color, gender, pregnancy, national origin or ancestry, disability, genetic predisposition or carrier status, veteran status, or any other basis protected by applicable federal, state, or local law. Harassment can also include verbal, physical, and visual conduct that creates an intimidating, hostile, or offensive work environment, or unreasonably interfering with an individual's work performance. All such harassment, regardless of form, is a violation of Friendship Aspire Charter School's policies and may subject the harasser to disciplinary action up to and including termination.

Sexual harassment may include many forms of offensive behavior and gender-based harassment of a person of the same or different sex as the harasser, whether committed by another employee, a supervisor, or manager, or other third parties with whom Friendship Aspire Charter School has business relationships. Examples of prohibited harassment include, but are not limited to, the following behaviors:

- Verbal conduct such as making or using derogatory epithets, jokes, comments, or slurs;
- Making unwelcomed or unwanted sexual advances, invitations, or comments;
- Sending or displaying derogatory and/or sexually-orientate-mails, posters, photography, cartoons, drawings or gestures;
- Deliberate, repeated, or unsolicited leering, sexual gesturing, or teasing;
- Physical conduct such as assault, unwanted or unwelcome touching, intentionally blocking or impeding normal movement, or conduct which has the purpose or effect of unreasonably interfering with work performance or creating an intimidating, hostile, or offensive work environment;
- Making or threatening reprisals after a negative response to sexual advances;
- Explicitly or implicitly making threats or demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits or preferential treatment with regards to an individual's employment status in return for sexual favors or sexual activity; and
- Retaliation for having reported or threatened to report harassment.

### **Complaint Procedure**

If an applicant or employee believes that he or she has been subjected to or has witnessed any form of unlawful discrimination or harassment, the employee must report it immediately to his or her supervisor or to the Superintendent. Friendship Aspire Charter School will investigate all allegations and complaints of discrimination or harassment promptly and thoroughly. Friendship Aspire Charter School prohibits employees from interfering with, or in any way hindering, its



enforcement of these policies. All complaints of discrimination or harassment will be kept confidential, to the extent possible, consistent with the need to conduct an adequate investigation.

Anyone determined by Friendship Aspire Charter School to have engaged in unlawful discrimination or harassment after appropriate investigation will be subject to appropriate disciplinary action, up to and including termination.

It is a violation of Friendship Aspire Charter School's policy to retaliate against an employee or applicant for making a good-faith complaint of harassment or for participating in the investigation of a complaint. If an employee believes he or she has been retaliated against for making or assisting in the investigation of a complaint, the employee must contact the Superintendent or the Head of Schools immediately. Friendship Aspire Charter School will not retaliate against an employee for filing a complaint or for participating in the investigation and will not tolerate or permit retaliation by any member of Friendship Aspire Charter School.

### **Immigration Law Compliance**

The Immigration Reform and Control Act of 1986 (IRCA) prohibits Friendship Aspire Charter School from employing any person not legally authorized to work in the United States. In accordance with the requirements of IRCA, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present proper documentation establishing identity and employment eligibility. Such documentation must be presented by the employee within 3 business days of hire, or on the first day of any employment that is less than 3 business days. Former employees who are rehired must also complete the form if they have not completed an I-9 with Friendship Aspire Charter School within the past 3 years, or if their previous I-9 no longer is retained or valid. Current employees whose work authorization has expired also will be required to complete a new I-9 form.

Friendship Aspire Charter School does not unlawfully discriminate on the basis of citizenship or national origin.

Employees with questions or seeking more information on immigration law issues are encouraged to contact The Superintendent's office. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **Employment Background Checks**

All employees must undergo a criminal background check with the Arkansas State Police to help ensure that all employees at Friendship Aspire Charter School meet the standards of (Ark. Code Ann. §§ 6-17-410, 6-17-411, 6-17-414, 6-17-417, and 6-17-421, as amended by Act 746 of 2017). Hiring is contingent on passing all three background checks. In addition, to guarantee that all employees are of the highest quality, Friendship Aspire Charter School will conduct extensive checks of employment references and education verifications prior to finalizing offer of employment. If at any time the status of an employee changes or new information comes to light that brings their background into question, Friendship Aspire Charter School may take disciplinary action up to and including termination.

### **Standards of Conduct**

By accepting employment with Friendship Aspire Charter School, employees have a



responsibility to Friendship Aspire Charter School to adhere to certain rules of behavior and conduct. The purpose of these rules is not to restrict the employees' rights, but to be certain that employees understand what conduct is expected and necessary.

Arkansas law mandates that every person with a valid Arkansas teaching license, pre-service teachers, and all educators teaching under an Act 1240 waiver are required to abide by the Code of Ethics for Arkansas Educators.

What is expected of Arkansas Educators?

**Standard 1**

An educator maintains a professional relationship with each student, both in and outside the classroom.

**Standard 2**

An educator maintains competence regarding his or her professional practice, inclusive of professional and ethical behavior, skills, knowledge, dispositions, and responsibilities relating to his or her organizational position.

**Standard 3**

An educator honestly fulfills reporting obligations associated with professional practices.

**Standard 4**

An educator entrusted with public funds and property, including school sponsored activity funds, honors that trust with honest, responsible stewardship.

**Standard 5**

An educator maintains integrity regarding the acceptance of any gratuity, gift, compensation or favor that might impair or appear to influence professional decisions or actions and shall refrain from using the educator's position for personal gain.

**Standard 6**

An educator keeps in confidence secure standardized test materials and results, and maintains integrity regarding test administration procedures.

**Standard 7**

An educator maintains the confidentiality of information about students and colleagues obtained in the course of the educator's professional services that is protected under state law or regulations, federal law or regulations, or the written policies of the educator's school district, unless disclosure serves a professional purpose as allowed or required by law or regulations.

**Standard 8**

An educator, while on school premises or at school-sponsored activities involving students, refrains from:

- a) using, possessing and/or being under the influence of alcohol or unauthorized drugs/ substances, and/or possessing items prohibited by law, or

b) possessing or using tobacco or tobacco-related products, e-cigarettes, and e-liquids.

While it is impossible to list all the specific forms of behavior which are considered unacceptable in the workplace, the following are examples of some, but not all, behaviors and conduct which are prohibited or considered inappropriate by Friendship Aspire Charter School:

- Violation of handbook policies including Friendship Aspire Charter School's Anti- Discrimination and Anti-Harassment policy;
- Unlawful or inappropriate use of drugs or intoxicants while working;
- Possession, distribution, sale, transfer, or use of illegal drugs in the workplace;
- Possession of firearms, weapons, or explosives on Friendship Aspire Charter School's property;
- Engaging in criminal conduct or acts of violence, or making threats of violence;
- Insubordination or refusing to obey proper work instructions;
- Theft, unauthorized possession, or removal of any Friendship Aspire Charter or property;
- Dishonesty, falsification, misrepresentation, or alteration of Friendship Aspire Charter School records including job applications, expense reimbursement reports, or time records;
- Divulging confidential or proprietary information without authorization;
- Disorderly conduct;
- Obscene or abusive language or rudeness; and
- Any conduct, whether intentional or careless, that jeopardizes the safety and interests of Friendship Aspire Charter School, its employees, its volunteers, or any other individuals interacting with representatives of Friendship Aspire Charter School's policy of at-will employment. Either the employee or Friendship Aspire Charter School remains free to terminate the employment relationship at any time, with or without reason or advance notice.

### **Whistleblower Policy**

Friendship Aspire Charter School is committed to maintaining a workplace where employees are free to raise good- faith concerns regarding its business practices, including:

- Reporting suspected violations of law, including but not limited to federal laws and regulations;
- Providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and
- Identifying potential violations of Friendship Aspire Charter School policy, specifically<sup>10</sup> the policies contained in the Friendship Aspire Charter School Faculty Handbook.

If an employee suspects a violation of or law, or believes that someone may have violated the Standards of Conduct or any other Friendship Aspire Charter School policy, he or she should immediately contact t or the Head of Schools. All concerns or complaints will be kept confidential to the extent possible and will be addressed and investigated, as appropriate. Friendship Aspire Charter School will take appropriate disciplinary action, up to and including termination, with respect to those individuals involved in any violations of Friendship Aspire Charter School policies or federal, state, or local laws.

Friendship Aspire Charter School expressly prohibits any form of retaliation, including but not limited to harassment, intimidation, adverse employment actions, or any other form of retaliation, against any employee as a result of bringing forward a good- faith question, concern, or complaint concerning violations of any Friendship Aspire Charter School policy or applicable federal, state, or local laws or for cooperating in inquiries or investigations. Any employee who engages in retaliation will be subject to discipline, up to and including termination.

Any employee who believes that he or she has been subjected to any form of retaliation, or threatened with retaliation, as a result of reporting a suspected violation of law or policy must immediately report the matter to the Head of Schools.

## **ON THE JOB**

### **Reporting Child Abuse**

Pursuant to Ark. Code Ann. 12-18-103, 12-18-201, 12-18-202, 12-18-206, 12-18-302, 12-18-402 any of the following individuals performing their occupational duties are considered mandated reporters in Arkansas:

- Teaching or child care providers;
- Health practitioners;
- Police officers or law enforcement officials;
- Mental health/social service practitioners;
- Members of the clergy;
- Court appointed mediators; and
- Any person having reasonable cause to suspect a child's physical or mental health is endangered as a result of abuse or neglect.

All Friendship Aspire Charter School employees who have cause to believe that a child's physical or mental welfare is endangered as a result of abuse or neglect shall immediately report such abuse to the Child Abuse Hotline (1-800-482-5964), then to their supervisor, the local child protection unit of the Arkansas Department of Children and Family Services, and a local or state law enforcement agency. You will fulfill your legal obligation as a Mandated Reporter when you call the Child Abuse Hotline at 1-800-482-5964 or fax a report to 1-501-618-8952. If you are unsure about the reporting process please see the Superintendent or Executive Director. Reports can be filed orally, but must be filed in writing within 5 days of the initial oral report. The failure to report suspicion of child neglect or abuse can subject the person who fails to report to criminal proceedings. Additionally, Friendship Aspire Charter School reserves the right to terminate employees who fail to report suspected abuse or neglect if they become aware of the failure to report.

### **Confidentiality to Access Children's Records**

All information contained in students' records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act. FERPA, the Family Educational Rights and Privacy Act, is a federal law that gives parents and students certain rights with respect to a student's educational records. These rights include the right to access, inspect, and request correction of these records.

These records are the property of Friendship Aspire Charter School, whose responsibility it is to secure the information against loss, defacements, tampering, or use by unauthorized persons.

Please do not speak about children in hallways or public areas. The information about children is confidential and must not be discussed in the outside community. No child's files are to be taken off premises unless granted permission by the Head of Schools.

Only teachers, administrative and office personnel are permitted to review the children's files. When a file is requested from the main office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Head of Schools or her designee. If a file is needed by 8:00 a.m. the following morning, you must request this file from the Counselor the day before, not later than 2:30 p.m. and that file will be pulled and ready for you when you arrive the following day.

Materials may not be removed from any student's file. Files may not leave the building without specific written authorization from the Head of Schools or his designee. If you request a student's file, you will be responsible for its contents.

### **Professional Boundaries – Employee-Student Interactions**

From time-to-time, Friendship Aspire Charter School employees will have direct contact with students. Friendship Aspire Charter School recognizes its responsibility to make and enforce all rules and regulations governing student and employee behavior to ensure a successful relationship.

### **Professional Boundaries**

This policy is intended to guide all employees in conducting themselves in a way that reflects the high standards of behavior and professionalism required of Friendship Aspire Charter School employees and to specify the boundaries between students and employees. Trespassing the boundaries of a student/Friendship Aspire Charter School employee relationship is deemed an abuse of power and a betrayal of public trust and can lead to disciplinary consequences up to and including termination of employment. In addition, criminal penalties and sanctions may result for certain conduct with students.

It is each employee's obligation to avoid situations that could prompt suspicion by parents, students, colleagues, or school leaders of unacceptable employee behavior. Employees must avoid conduct that can be perceived as flirtatious or otherwise improper. Employees should consider the following question in determining whether conduct is appropriate: "Would I be engaged in this conduct if my family or colleagues were standing next to me?"

The objective of providing the examples of acceptable and unacceptable behaviors listed below is not to restrain innocent, positive relationships between employees and students, but to prevent relationships that could lead to, or may be perceived as, sexual misconduct. Each employee is responsible for ensuring that he or she does not cross any personal boundaries.

### **Employee Absence**

If an employee is planning to be absent and have prior notification of such, employees are to notify the principal or designee in writing at least 10 days in advance, utilizing the Leave Request form immediately, to ensure that appropriate arrangements can be made for a substitute instructor. If the employee fails to follow this, they will be placed on leave without pay for the time missed. **Please note: Until written approval from the principal has been given, your leave is not approved.**



- Employees must confirm with the secretary that a substitute instructor has been secured at least 3 days prior to scheduled absence.
- Substitute folders must be completed and on desk, prior to employee scheduled absence.
- In cases of extended absences (more than 1 day), the instructor should phone the principal daily to report continued absence, or once to report date of expected return with a physician's note. If the principal is unreachable, call the school. Employees that do not provide a physician's note will not be paid for any day after the first day of absence.
- Should an emergency situation arise, and you are unable to report to work, you are to notify the principal, principal designee, or main office immediately via telephone, of your absence. Additionally, upon your return a Leave Request form must also be completed.
- Employees must also notify an administrator if they are going to be late to work.
  - THIS MUST BE DONE NO LATER THAN 6:00 A.M FOR EMPLOYEES**
  - Upon arrival, employees must sign in indicating the time of arrival.

### **Use of Electronic Media by Employees to Communicate with Students**

- Posting pictures or video clips of scholars on any social media site, i.e., Instagram, Facebook, Snapchat, etc., is a violation of scholars' rights and responsibilities
- Furthermore, it is extremely cautioned that instructors befriend/follow scholars of such sites, as the relationship may be misinterpreted.
- There is; however, a Friendship Aspire Charter School Website, which will allow employees to post pictures of his/her scholars, or comment on topics, which relate to school/extracurricular life.

Please ensure that a scholar and their parent/guardian has signed a permission to photograph form, which will be issued at scholar orientation.

### **Failure to Follow this Policy**

Any failure to follow this policy either intentionally or unintentionally is subject to disciplinary action, up to and including termination. Additionally, the violation may be reported to the appropriate law enforcement agency and state authorities, as required by law.

### **Clarification**

Any questions regarding this policy should be directed to the Superintendent's office.

### **Examples**

The following examples of unacceptable and acceptable behaviors are not intended to be all-inclusive. If an employee has questions regarding unacceptable and acceptable behaviors, they are encouraged to speak with his or her supervisor or the Superintendent's office.

*Examples of unacceptable behaviors (violations of this policy):*

- Giving gifts to a student that are of a personal and intimate nature.
- Kissing or flirting of any kind.

- Any type of unnecessary physical contact with a student.
- Making or participating in sexually inappropriate comments.
- Sexual jokes or innuendo.
- Seeking and/or engaging in emotional involvement with a student for the employee's benefit.
- Listening to or telling stories that are sexually oriented.
- Discussing personal troubles or an employee's own intimate issues with a student.
- Remarks about the physical attributes or development of anyone in the presence of or directed to a student.
- Becoming involved with a student such that a reasonable person may suspect inappropriate behavior.
- Excessive texting or e-mailing; exchanging texts or emails at hours when a student reasonably should be sleeping.
- Sharing alcohol, drugs, or cigarettes with a student, purchasing alcohol, drugs, or cigarettes for a student, consuming alcohol, drugs, or cigarettes around any student, or discussing alcohol, drugs, or cigarettes with students in a manner other than to educate.

*Examples of acceptable and recommended behaviors:*

- Getting school and parental written consent for any after-school activity.
- Obtaining formal approval to take students off school property for Friendship Aspire Charter School activities when applicable.
- In the limited exceptions to Friendship Aspire Charter School's policy against sending e-mails, texts, and phone and instant messages to students, which exceptions include **only** those situations when these types of messages are necessary for school and academic purposes. E-mails, texts, and phone and instant messages to students must be very professional and pertaining to Friendship Aspire Charter School activities.
- Keeping the door open when alone with a student, regardless of the employee's and student's gender.
- Keeping appropriate space between the employee and the students.
- Stopping and correcting students if they cross the employee's own personal boundaries.
- Asking for advice from fellow employees or administrators if an employee finds him or herself in a difficult situation related to boundaries.
- Involving the employee's supervisor if conflict arises with a student.
- Informing the employee's supervisor about situations that have the potential to escalate.
- Making detailed notes about an incident that could evolve into a more serious situation later.
- Recognizing the responsibility to stop unacceptable behavior of students or coworkers.
- Giving students praise and recognition without touching them.
- Pats on the back, high fives and handshakes are acceptable.
- Keeping your professional conduct a high priority.



# **PERSONNEL POLICES**

## **Employee Classifications**

### Full-Time Employees

Full-time employees are those employed to regularly work a minimum of thirty (30) hours per week. All full-time employees are eligible for all benefits as described below. These requirements will be explained to the employee at the time employment at Friendship Aspire Charter School begins and this information will remain available during employment. Employees should check with a member of The Superintendent's office if they aren't clear on employee classification.

### Part-Time Employees

Part-time employees are those employed to regularly work less than thirty (30) hours per week. Paid time off will be prorated based on the amount of average hours worked in a week.

### Temporary Employees

Temporary employees may work any number of hours. Temporary employees are those employees who are hired to work for a limited period of time or for a specific project. Temporary employees are not eligible for benefits, holiday pay, or paid time off.

### Consultant

Consultants are independent contractors who work under a consultancy agreement. Consultants have no employee status, and are not eligible for benefits.

### Non-exempt Employees

Non-exempt employees are covered by the overtime provisions of the Federal Fair Labor Standards Act and any applicable state and local laws. Non-exempt employees are entitled to overtime pay for work in excess of forty (40) hours per week, in accordance with applicable federal, state, and local laws.

### Exempt Employees

Exempt employees are not entitled to overtime under the Federal Fair Labor Standards Act and any applicable state or local laws. These employees include those who qualify as exempt under the Fair Labor Standards Act, including, but not limited to, administrative, executive, or professional employees.

## **Pay Periods**

Employee paychecks are distributed twice a month, on the 15<sup>th</sup> and last day of the month except when those days fall on a national holiday or a weekend, in which case paychecks are distributed on the prior work day. Friendship Aspire Charter School encourages all employees to participate in automatic payroll deposit of their paychecks, but will accommodate employees who wish to be paid by regular check.

Employees may change automatic payroll deposit at any time. To change automatic payroll deposit, an employee must complete a form (available from The Superintendent's office) and return it to Human



Resources at least 15 days before the pay period for which he/she would like the service to begin. Employees should carefully monitor their payroll deposit statements for the first two pay periods after the service begins to make sure all information is correct.

To change automatic payroll deposit, employees must complete the form available from The Superintendent's office and return it to The Superintendent's office at least 15 days before the end of the pay period for which they would like the service to end. Employees will receive regular payroll checks on the first pay period after the receipt of the form, provided it is received no later than 15 days before the end of the pay period.

In the event an employee is absent from the office when his/her paper paycheck is prepared, Friendship Aspire Charter will keep the paycheck in a safe place until the employee returns to work, unless otherwise instructed in writing by the employee. An employee's paycheck will not be released to another person without the written authorization of the employee in question.

### **Payroll Policies**

Friendship Aspire Charter School is required by law to make certain withholdings from employee paychecks, including withholdings for federal, state, and local taxes, Social Security contributions, garnishments, and wage attachments. Friendship Aspire Charter School will also make payroll deductions for premiums for, or contributions to, retirement plan and/or other Friendship Aspire Charter School-administered benefits plans, upon written authorization by the employee. The foregoing withholdings and/or deductions, and the amount of each, are listed on each employee's pay stub.

If payroll changes are requested by the employee, appropriate documentation and authorization must be submitted fifteen (15) business days prior to the following pay date in order to be applied to that pay period.

After the end of each calendar year, the employee will be supplied with a Wage and Tax Statement (W-2) form. This statement summarizes the employee's income and withholdings for the year.

Friendship Aspire Charter School takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of The Superintendent's office so that corrections can be made as quickly as possible. If underpayments are identified, they will be corrected in the next regular paycheck. Overpayments also will be corrected in the next regular paycheck unless this presents a burden to the employee (such as where a substantial amount is owed). In that case, Friendship Aspire Charter School will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved. Adjustments to regular pay, such as deductions for unpaid time off, leave of absence and payroll advances, will be reflected on the paycheck for the following pay period.

Subject to the proper deductions listed below, an exempt employee (who is exempt from receiving overtime under the Fair Labor Standards Act and applicable state law) must receive his or her full salary for the weeks in which he or she performs work, regardless of how many days or hours he



or she worked that week, as long as he or she at least worked that week. Proper deductions that may be taken from an exempt employee's salary include:

- when he or she is absent from work for one or more full days for personal reasons other than sickness or disability and has exhausted time given;
- for absences of one or more full days due to sickness or disability if the deduction is made in accordance with Friendship Aspire Charter School's practice of providing compensation for salary lost due to illness;
- to offset amounts he or she receives as jury or witness fees, or for military pay;
- for unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions;
- during the initial or terminal week of employment if he or she does not work the full week; and
- For weeks in which he or she takes unpaid leave.

An employee who believes that an improper deduction has been taken from his or her paycheck should immediately report the alleged improper deduction in writing to The Superintendent's office. When possible, employees are asked to provide the date of the alleged unlawful deduction, the nature of the deduction, and any supporting documentation, such as an employee's pay stub. Friendship Aspire Charter School will investigate all complaints promptly. If any improper deductions are found, Friendship Aspire Charter commitment to ensure that no improper deductions are made in the future. Employees will not be penalized in any way for making a good faith complaint.

### **Overtime Pay**

Employees may be required to work overtime as necessary. For those employees entitled to receive overtime compensation, only actual hours worked in a given workday or workweek will apply in calculating overtime compensation. Accordingly, vacation pay, holiday pay, jury or witness duty leave, bereavement leave, and any other time off will not be considered hours worked for purposes of overtime calculation. All overtime work must be previously authorized by the employee's direct supervisor. Unauthorized overtime is against Friendship Aspire Charter School policy and may result in disciplinary action up to and including termination.

Non-exempt employees are compensated at a rate of one and one-half (1-1/2) times the employee's regular rate of pay for overtime hours worked over forty (40) hours per week, which shall be paid in compliance with state and federal law and is subject to change. Workweeks begin each Sunday at 12:00 a.m.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

Accurately recording time worked is the responsibility of every non-exempt employee. Time worked is all the time actually spent on the job performing assigned duties. Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. All employees also must record the beginning and ending time of ~~any~~ split shift or departure from work for personal reasons.

Altering, falsifying, or tampering with time records, recording time on another employee's time record, or not recording all hours worked will result in disciplinary action, up to and including termination of employment. It is the employee's responsibility to sign his or her time record to certify the accuracy of all time recorded. In addition, if corrections or modifications are made to the time record, both the employee and the supervisor must verify the accuracy of the changes.

### **Dress Code**

Staff are expected to maintain the highest degree of professionalism throughout the workday. Professional dress is expected for all employees at all times. No jeans or denim are allowed. No shorts are allowed. Spirit Days have been planned throughout the school year, in which jeans may be worn. Faculty members should make every effort to cover any piercings (other than earrings-ladies) and body art. Additionally, flip-flops, leggings, and backless tops/dresses are not permitted. No employee shall wear, display, or sell any clothing, jewelry, emblem, symbols, signs or other outer attire that are evidence of affiliation with drugs, alcohol, violence or gang related activities. Wearing the school faculty shirt with uniform bottoms is permitted and encouraged. Sneakers/sports shoes are not allowed, unless worn by Physical Education Staff.

Fitted leggings and spandex-type leggings are not permitted as outer wear; they may be worn under a dress, skirt or tunic top. Loose-fitting stirrup pants and loose-fitting leggings are permitted. Clothing that exposes cleavage, private parts, the midriff or undergarment is prohibited.

### **Work Schedules**

Friendship Aspire Charter School's hours are generally 8 hour days. Monday through Friday, with a lunch break and other breaks for full-time employees. Absent special workload requirements, employees are expected to work those hours as established at the time of their employment. Because of its national and international business nature, it may be necessary from time-to-time for Friendship Aspire Charter School employees to work outside normal office hours. Schedules may vary from employee to employee based on position, office policy, and/or special staffing requirements. Duty teacher schedules will differ on days that duty is assigned. Please contact a member of leadership to determine the time to report for duty. In addition, attendance once a week at Professional will be required for ALL employees.

### **Punctuality and Attendance**

Punctuality and regular attendance are expected of all Friendship Aspire Charter School employees. Employees should report to work as scheduled, on time, and prepared to start work. If you have to be late because of an unforeseen emergency, you must notify the Principal before 6:00 am. If you are late three or more times within a quarter, you will be given a warning by the Principal on the first occurrence. A write-up will follow after the written warning for the next occurrence, and your vacation day will be docked. Continuous tardiness and absences from work can lead up to and include termination from Friendship Aspire Charter School.

### **Outside Employment**

Friendship Aspire Charter School has the exciting and challenging mission of preparing every

child to go to college. This mission will require all employees to devote significant time efforts to Friendship Aspire Charter School. Any outside employment that an employee does decide to pursue must not conflict in any way with employee responsibilities within the school. Full-time employees must declare any outside employment and get approval from the Head of Schools. Outside employment must not present a conflict with the ability to successfully perform. In addition, the

outside employment must be reviewed to ensure there are no conflicts of interest. Employees may not conduct outside work whilst on school time. In addition, employees may not use school property, equipment or facilities in connection with outside work. Failure to follow this policy may result in disciplinary action up to and including termination.

### **Personnel Records**

Employees are responsible for ensuring that the contact information contained in their personnel file is kept current. Therefore, all employees must notify The Superintendent's office immediately with any changes in their personal data, such as a change of name, address, telephone number, or emergency contact information.

Any employee may inspect his or her personnel file, provided that the review takes place at a reasonable time and location, following a request that provides Friendship Aspire Charter School reasonable notice and opportunity to comply with the request.

Any request for information contained in personnel files must be directed to the Executive Director. Only the Head of Schools is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited.

### **Confidentiality**

Each employee is responsible for safeguarding the confidential information obtained during employment.

In the course of their work, employees may have access to confidential information, including, but not limited to, Friendship Aspire Charter School's business, its curriculum, partner schools and organizations. Employees should assume that all nonpublic or unpublished information created, obtained, or received during the course of their employment with Friendship Aspire Charter School is strictly confidential and is owned absolutely by Friendship Aspire Charter School.

Employees have a responsibility to safeguard confidential information and to prevent revealing or divulging any such information except as necessary in the performance of his or her job duties. Access to confidential information should be on a "need-to-know" basis and must be authorized by the employee's supervisor. If an employee receives an inquiry or request for Friendship Aspire Charter School's confidential information, he or she must notify The Superintendent's office immediately.

Any breach of this policy will not be tolerated and legal action may be taken by Friendship Aspire Charter School.

### **Friendship Aspire Charter School Property**

Desks, storage areas, work areas, lockers, file cabinets, computers, computer systems, company telephone, and voicemail systems are Friendship Aspire Charter School property and must be maintained according to company rules and regulations. They must be kept clean and are to be used only for work-related purposes. Friendship Aspire Charter School reserves the right to inspect all company property and personal property on premises to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the



employee's presence.

Company voicemail and/or electronic mail (e-mail) are to be used for business purposes only. Friendship Aspire Charter School reserves the right to monitor voicemail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

No personal locks may be used on company-provided furniture unless the employee furnishes a copy of the key or the combination to the lock.

Friendship Aspire Charter School may periodically need to assign and/or change "passwords" and personal codes for company voicemail, e-mail, computers, etc. These communication technologies and related storage media and databases are to be used only for company business, and they remain the property of Friendship Aspire Charter School. Friendship Aspire Charter School reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Friendship Aspire Charter School property may be removed from Friendship Aspire Charter School premises.

Terminated employees should remove any personal items at the time they leave Friendship Aspire Charter School. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

### **School Vehicles**

Operators of the School vehicles (including rented or leased vehicles or buses as applies) are responsible for the safe operation and cleanliness of the vehicle.

Employees are encouraged not to transport students in their personal vehicles.

Accidents involving a School vehicle must be reported to the Principal and Head of Schools immediately.

Employees are responsible for any moving and parking violations and fines that may result when operating a School vehicle.

Smoking is prohibited in School vehicles.

The use of seat belts is mandatory for operators of School vehicles.

### **Computers, E-Mail, and the Internet**

The following policy governs the use of all Friendship Aspire Charter School-owned computers, e-mail, and Internet access via Friendship Aspire Charter School computers, data lines, and telephone and voicemail systems. There should be no expectation of privacy.

Friendship Aspire Charter School's computers, software, systems, e-mail, Internet access accounts, and telephone and voicemail systems are Friendship Aspire Charter School's property and are to be used by employees for the performance of their job duties. Likewise, any data collected,

downloaded, and/or created on Friendship Aspire Charter School's computers is the exclusive property of Friendship Aspire Charter School and may not be copied or transmitted to any outside party or used for any purpose not directly related to Friendship Aspire Charter School business.

Employees are discouraged from using computers, e-mail, Internet access accounts, and telephone and voicemail systems for personal reasons during work hours and explicitly prohibited from using these tools for any unlawful or improper purpose. Some specific examples of prohibited uses include, but are not limited to:

- Transmitting, retrieving, downloading, or storing messages or images that are defamatory, sexual in content, or otherwise unlawful.
- Making threatening or harassing statements to another employee or to a vendor, customer, or other outside party.
- Sending or receiving confidential or copyrighted materials without prior authorization.
- Soliciting personal business opportunities or personal advertising.
- Gambling of any kind, monitoring sports scores, or playing electronic games.
- Day trading or otherwise purchasing or selling stocks, bonds, or other securities, or transmitting, retrieving, downloading, or storing messages or images related to the purchase or sale of stocks, bonds, or other securities, except as authorized by Friendship Aspire Charter School.

Employees should expect that all information created, transmitted, downloaded, received, or stored in Friendship Aspire Charter School's computers, e-mail, Internet access accounts, and telephone and voicemail systems may be accessed by Friendship Aspire Charter School at any time, with or without prior notice. Employees should not assume that they have an expectation of privacy or confidentiality in any information transmitted or stored in a Friendship Aspire Charter School computer, e-mail, Internet access account, or telephone or voicemail system (whether or not such information is password-protected), or that deleted information is untraceable.

Employees must provide all passwords and access codes for company computers, e-mail, Internet access accounts, and telephone and voicemail systems to the Systems Administrator upon request. The foregoing requirement does not include passwords for an employee's own personal social media accounts or personal e-mail accounts. Employees are prohibited from accessing such personal accounts on Friendship Aspire Charter School's systems during school and business hours.

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

### **Personal Use of Facsimile and Copy Machines**

The facsimile and copy machines are provided for legitimate business purposes. Employees shall not use these machines for the purpose of transmitting, receiving, or copying materials that may be offensive or insulting.

## **Inspections, Searches and Monitoring**

### Access to Company Property

In order to ensure access at all times to company property, and because employees properly in possession of company property or information related to Friendship Aspire Charter School business may not always be available to produce the property or information when needed in the ordinary course of Friendship Aspire Charter School's business, Friendship Aspire Charter School reserves the right to conduct a routine inspection or search at any time for company property on Friendship Aspire Charter School's premises. In addition, Friendship Aspire Charter School reserves the right to access at all times information and communications stored in Friendship Aspire Charter School computer files, on disk-drives, and in employee e-mail and voice mail boxes.

Routine searches or inspections for Friendship Aspire Charter School property may include an employee's office, desk, file cabinet, closet, computer files, voicemail, text messages, pages, e-mail or similar places where employees may store company property or company-related information, regardless of whether the places are locked or protected by access codes.

Because even a routine search for Friendship Aspire Charter School property might result in the discovery of an employee's personal possessions, all employees are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to Friendship Aspire Charter School.

### Monitoring

Friendship Aspire Charter School actively monitors the use by employees of Friendship Aspire Charter School telephones, computer networks, e-mail systems, instant and text messaging, and paging systems at any time it deems appropriate. Monitoring may be performed by observation, or through oral, mechanical, electronic, or other means. Monitoring may take place on a regular or random basis and will be used to monitor an employee's job performance, for training or quality control purposes, or in instances in which Friendship Aspire Charter School has a reasonable suspicion that an employee is using company property in an unauthorized manner.

### Approvals for Inspections or Monitoring

In instances in which a routine inspection or search is conducted because of Friendship Aspire Charter School's need for company property, or information related to Friendship Aspire Charter School's business, that is believed to be in the possession of an employee who is not available, no approval for the inspection or search is necessary. If Friendship Aspire Charter School proposes to search an item of the employee's personal property, such as a briefcase, Friendship Aspire Charter School will make an effort to obtain the employee's consent.

In instances in which the inspection, search or monitoring is conducted because there is reasonable suspicion that a particular employee or group of employees may be in possession of prohibited materials, including, but not limited to illegal drugs, alcohol, or firearms, in violation of Friendship Aspire Charter School's policies, or may be using Friendship Aspire Charter School property in an unauthorized manner, and in instances in which an item of the employee's personal property will be searched, the inspection, search or monitoring will be approved in advance by ~~The~~ Superintendent's office or the Executive Director.



All inspections or searches that are conducted as part of Friendship Aspire Charter School's program of periodic and unannounced inspections will be approved in advance by The Superintendent's office or the Executive Director, who will inform the supervisor of the impending inspection prior to its occurrence.

#### Disciplinary Action

Employees who are found to be in possession of prohibited materials in violation of Friendship Aspire Charter School's policies or employees who are found to have used Friendship Aspire Charter School property in an unauthorized manner will be subject to discipline, up to and including termination, regardless of Friendship Aspire Charter School's reason for conducting the search, inspection, or monitoring.

If an employee refuses to cooperate with a search or inspection that is based on reasonable suspicion that the employee is in possession of prohibited materials, Friendship Aspire Charter School may take that refusal into consideration in determining appropriate disciplinary action. Discipline will be based on all available information, including the information giving rise to the reasonable suspicion. It is therefore to the employee's advantage to cooperate with the search or inspection whenever prohibited materials are present.

#### Disposition of Prohibited Materials

Any prohibited materials, or any materials that are suspected of being prohibited by Friendship Aspire Charter School's policies, that are found in an employee's possession during an inspection or search will be collected by Friendship Aspire Charter School and will be placed in a container, sealed, and marked with (1) the date collected; (2) names of persons present; (3) circumstances of discovery; and (4) a general description of the contents placed in the container.

The employee who was in possession, or who was suspected of being in possession, of the prohibited materials should be given a receipt for the materials that are collected. If, after further investigation, it is determined that the materials collected were not prohibited by Friendship Aspire Charter School's policies, the collected materials will be returned to the employee, except as provided below, and a receipt will be obtained from the employee. In cases in which it is suspected that the collected materials consist of illegal drugs or other controlled substances, Friendship Aspire Charter School will arrange for disposition in accordance with advice from the Drug Enforcement Administration or other appropriate law enforcement authorities. In cases in which the collected materials consist of, or are suspected of consisting of, firearms or other weapons, explosives, or other hazardous materials or articles, Friendship Aspire Charter School reserves the right to dispose of the materials in whatever manner it deems to be in the interest of its employees' safety or to return the materials to the employee at a designated time and location.

#### Confidentiality

Managers and supervisors will restrict communications concerning a violation or possible violation of this policy to persons who have an important work-related reason to know.

#### **Media Policy**

From time to time, Friendship Aspire Charter School may receive inquiries from the media (newspapers, television, etc.) regarding issues relating to Friendship Aspire Charter School.



Friendship Aspire Charter School wants to ensure that accurate, comprehensive and relevant information is provided in response to media inquiries. To that end, Friendship Aspire Charter School has designated the Superintendent's Office as the school's spokesperson. If an employee is contacted by the media regarding an inquiry related to the school, that inquiry should be directed to the Superintendent's Office. In addition, any press releases or other information provided to the media, whether promotional, informational, or otherwise, shall be approved in advance by the Superintendent's Office or designee of the Board of Directors.

### **Conflict of Interest**

Employees must avoid situations involving actual or potential conflicts of interest. Personal or romantic involvement with a competitor, service provider, or subordinate employee of Friendship Aspire Charter School, which impairs an employee's ability to exercise good judgment on behalf of Friendship Aspire Charter School, creates an actual or potential conflict of interest. Supervisor-subordinate romantic or personal relationships also can lead to supervisory problems, potential claims of sexual harassment, and morale problems.

An employee involved in any of the types of relationships or situations described in this policy should immediately and fully disclose the relevant circumstances to his immediate supervisor, or any other appropriate supervisor, for a determination about whether a potential or actual conflict exists. If an actual or potential conflict is determined, Friendship Aspire Charter School may take whatever corrective action appropriate. Failure to disclose facts shall constitute grounds for disciplinary action, up to and including termination.

### **Work Product Ownership**

Please be aware that Friendship Aspire Charter School retains legal ownership of the product of your work. No work product created while employed by Friendship Aspire Charter School can be claimed, construed, or presented as property of the individual, even after employment by Friendship Aspire Charter School has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Friendship Aspire Charter School, regardless of whether the intellectual property is actually used by Friendship Aspire Charter School. Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume), please bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Friendship Aspire Charter School.

### **Romantic Relationships**

Friendship Aspire Charter School wants to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, potential claims of sexual harassment, and the employee morale problems that may result from romantic relationships involving managerial employees and subordinates or other employees within their sphere of influence at Friendship Aspire Charter School.



Accordingly, managers should not become romantically involved with any other employee of Friendship Aspire Charter School. Additionally, all employees should not fraternize or become romantically involved with other employees when, in the opinion of Friendship Aspire Charter School, their personal relationships may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security, or morale. Relationships between Friendship Aspire Charter School employees and members of partner organizations are discouraged, especially when they would create a conflict of interest, cause disruption, or create a negative work environment. Regularly scheduled full and part-time employees are strongly discouraged from dating Friendship Aspire Charter School consultants and interns at any time during the internship regardless of whether or not the employee supervises the intern or not.

Supervisors and employees who are romantically involved with each other should contact The Superintendent's office so that Friendship Aspire Charter School can assess the potential for a conflict of interest or any disruption in the work place.

### **Employment of Relatives**

Relatives of employees may be eligible for employment with Friendship Aspire Charter School only if individuals involved do not work in a direct supervisory relationship, or in job positions in which a conflict of interest could arise. Friendship Aspire Charter School defines "relatives" as spouses, registered domestic partners, children, siblings, and parents, and in-laws and step-relatives of these same relationships. Present employees who marry or become registered domestic partners will be permitted to continue working in the job position held only if they do not work in a direct supervisory relationship with one another or in job positions involving conflict of interest. In the event of a direct supervisory relationship or conflict of interest, Friendship Aspire Charter School retains the sole and absolute discretion to determine which employee should be moved to another position within the company to eliminate the supervisory relationship or conflict of interest, based upon the business needs of the company.

## **EMPLOYEE BENEFITS**

Friendship Aspire Charter School currently sponsors a comprehensive benefits program for all eligible employees. Periodically, the benefits program is reviewed and modified. Friendship Aspire Charter School reserves the right to modify, add, or discontinue the benefits it offers. Employees must refer to the actual plan documents and summary plan descriptions if they have specific questions regarding the plans. Those documents – and not this handbook – are controlling. In the event of any conflict between the benefits descriptions provided below and the actual plan documents and summary plan descriptions, the plan documents and summary plan descriptions' terms will govern. Employees are encouraged to contact The Superintendent's office for additional information related to any of the below benefits.

### **Eligibility for Benefits**

Employees scheduled to work at least thirty (30) hours per week will be eligible for all of the benefits described below unless otherwise noted. Employees are not eligible for benefits if they work less than thirty (30) hours per week. Temporary employees are generally not eligible for benefits. Eligible employees may enroll and/or make changes to their coverage within thirty (30) days of hire, within thirty (30) days of a status change, or during open enrollment.

### **Medical Insurance**

Friendship Aspire Charter School offers medical insurance coverage to all regularly scheduled employees working thirty (30) or more hours per week, their spouses and eligible dependents. Coverage is effective on the first of the month after an eligible employee begins work. Employees are responsible for 100 percent of the coverage for spouses, and eligible dependents. The eligibility requirements for the specific coverage, eligibility periods, and benefits payable under the plans offered by Friendship Aspire Charter School are described in insurance brochures, which may be obtained from The Superintendent's office. Coverage may change from time to time.

### **Dental Insurance**

Friendship Aspire Charter School offers dental insurance coverage to all regularly scheduled employees working thirty (30) or more hours per week, their spouses and eligible dependents. Coverage is effective on the first of the month after an eligible employee begins work. Employees are responsible for a percentage of the cost of coverage for themselves. Spouses and eligible dependents are covered at 100 percent by the employee. A full description of the benefits provided under Friendship Aspire Charter School's dental plan is outlined in the dental insurance provider's brochure, which may be obtained from The Superintendent's office.

### **Vision Services Plan**

Friendship Aspire Charter School offers vision insurance coverage to all regularly scheduled employees working thirty (30) or more hours per week, their spouses and eligible dependents. Coverage is effective on the first of the month after an eligible employee begins work. Coverage for spouses, and dependents is paid by 100 percent by employee. Details about this plan may be obtained from The Superintendent's office.

### **Life Insurance and AD&D**

Friendship Aspire Charter School offers all regularly scheduled employees working thirty (30) or more hours per week life insurance and AD&D (Accidental Death and Dismemberment). Details about this plan may be obtained from The Superintendent's office.

### **Short-Term Disability Insurance**

Friendship Aspire Charter School offers all full-time employees working thirty (30) or more hours per week short-term disability insurance. Short-term disability offers eligible employees that become sick or ill up to 12 weeks of pay at 60% of their salary. A full description of this plan may be obtained from The Superintendent's office.

### **Long-Term Disability Insurance**

Friendship Aspire Charter School offers long-term disability insurance coverage to eligible employees who become disabled by off-the-job injuries or illnesses in accordance with applicable state laws. A full description of these plans may be obtained from The Superintendent's office.

### **Open Enrollment**

During the annual period of open enrollment, an eligible employee has the opportunity to:

- Change medical plan coverage;
- Enroll an eligible dependent not currently covered into the medical and/or dental plan; and
- Make annual elections for the flexible for medical and/or dependent care expenses.

The open enrollment period is between two (2) and four (4) weeks in duration and is normally held in August. Changes and elections made during the open enrollment period take effect on September 1.

### **Benefits Continuation**

The State of Arkansas provides eligible employees and their qualified dependents the opportunity to continue health insurance coverage under Friendship Aspire Charter School's health insurance plans when a qualifying event occurs (*AR Stat. Sec. 23-86-114*). Friendship Aspire Charter School provides each eligible employee with written notice describing the rights granted both when the employee is hired and when the employee or an eligible dependent becomes eligible for coverage under Friendship Aspire Charter School's health insurance plan. The notice contains important information about the employee's rights and obligations. Please contact The Superintendent's office for more information.

### **Workers' Compensation**

If you sustain an injury arising out of or in the course of your employment, medical expenses and income benefits may be provided to you as specified under the applicable Workers' Compensation Law. Employees who sustain work-related injuries or illnesses, no matter how minor, must inform The Superintendent's office immediately. Consistent with applicable state law, failure to report an injury within a reasonable time may affect an employee's claim for Workers' Compensation benefits.



Friendship Aspire Charter School will not take any adverse action against an employee in retaliation for filing a workers' compensation claim. Contact The Superintendent's office for more information.

Neither Friendship Aspire Charter School nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of, required by, or an expected part of the employee's work-related duties.

## **TIME AWAY FROM WORK**

### **Holidays**

Regularly scheduled full time employees are eligible for the following paid holidays each year:

- Labor Day
- Thanksgiving Day and the Friday after
- Christmas Break (Christmas Day-New Year's Day)
- Martin Luther King, Jr. Day
- Memorial Day
- Independence Day

\* Should these holidays fall on a Saturday or Sunday, the preceding Friday or following Monday will be observed, in accordance with the practice of the U.S. federal government for that calendar year.

To qualify for holiday pay, all employees must work the last two scheduled days before and after the holiday unless the employee is absent"

- At the Principal's request/approval
- Due to closure of the school because of inclement weather
- Due to sickness with a doctor's note verifying the need for absence
- Following Jury Duty or Bereavement Leave

Friendship Aspire Charter School is implementing a set of blackout dates. These dates will fall two days before and after the paid holiday, and two days before any school or state issued assessments. The school and state issued assessments include but are not limited to: NWEA MAP, ACT Aspire Summative, Interim Assessments, ACT, and ACT Practice.

Friendship Aspire Charter School, at its discretion, may change the holiday schedule, assessment calendar, and related black out days at any time, with or without notice. Holiday pay is not counted as hours worked for purposes of calculating overtime. The winter year end break will be a minimum of 5 days annually and should be counted by employees when considering their annual time away from work.

## **Sick and Vacation Time**

### 10 Month Employees

Accrue eight (8) days of sick leave beginning on the first day of employment, and two (2) paid personal days per calendar year. No more than 40 sick days will be rolled over. Days are accrued at 1 day per month at the end of the month. No sick or personal days will be paid out.

### 12 Month Employees

12 month employees will have three (3) sick days and seven (7) vacation days per year. You will accrue these days at .83 day per month at the end of the month, and you may be allowed to use in advance of an accrual. Upon resignation or termination, an employee will be required to pay back time used in advance. Employees will NOT follow school calendar of off days. No more than 40 sick days will be rolled over. No sick or vacation days will be paid out.

If any employee has a question about their employment status they should contact a member of the Superintendent's office.

## **School Closings**

During the time of severe or inclement weather, Friendship Aspire Charter School generally follows the same school-closing as local School District in which the school is located: 1) Pine Bluff Campus includes the Pine Bluff, Dollarway and Chapel Hill School Districts; and 2) Little Rock Campus is the Little Rock School District. Therefore, if the Local School District makes an announcement regarding the delay of opening, closing, or early dismissal of students, Friendship Aspire Charter School may adhere to those same decisions. Any time that is lost as a result may be made up by adding an equal number of days to what was scheduled to the end of the school year.

## **LEAVES OF ABSENCE**

Friendship Aspire Charter School offers various leave programs for employees when they need to be away from work due to medical, legally-required, or personal reasons. Friendship Aspire Charter School adheres to all applicable laws, including, the Americans with Disabilities Act, Workers' Compensation laws, and other applicable federal and state laws.

Employees should request any leave in writing (including the reason for the leave, the expected duration of the leave, and the relationship of family members, if applicable) as far in advance as possible, keep in touch with their supervisors or The Superintendent's office during their leaves, and give prompt notice of any change in their anticipated return dates. If an employee's leave expires and the employee fails to return to work without contacting his or her supervisor or The Superintendent's office, Friendship Aspire Charter School has terminated his or her employment. Upon return from an approved leave of absence, employees will resume all aspects of their employment status that existed prior to the start of their leave.

### **Workers' Compensation**

Employees who sustain work-related injuries are eligible for medical leaves of absence for the period of disability in accordance with applicable workers' compensation laws.

### **Parental Leave**

Full-time employees are eligible for short-term disability leave due to the birth of a newborn child.

### **Rehabilitation Leave**

Friendship Aspire Charter School will reasonably accommodate employees who wish to voluntarily enter into and participate in an alcohol and/or drug rehabilitation program. This accommodation may include time off without pay or an adjusted work schedule, provided that it does not impose an undue hardship on Friendship Aspire Charter School. Employees may also use vacation days for this purpose. For more information regarding rehabilitation leave, employees should contact The Superintendent's office. Friendship Aspire Charter School will take reasonable steps to protect the privacy of employees requesting rehabilitation leave.

### **Bereavement Leave**

All regularly scheduled full-time and part-time employees are eligible for bereavement leave. In the event of the death of an employee's child (biological, adopted, foster, step, or legal ward), parent (biological, adopted, foster, step, or in-law), sibling, or spouse or domestic partner, he or she may take up to five (5) consecutive scheduled workdays off with pay with approval from the Superintendent's office.

In the event of the death of other family members, which includes aunts, uncles, cousins, and grandparents, and in-laws of these relatives, the employee may take up to three (3) consecutive scheduled workdays off with pay with the approval of the Superintendent's office.

### **Domestic Violence Leave**

Victims of domestic violence and/or sexual assault may take time off work to obtain help from a court, seek medical attention, obtain services from a shelter, program, or crisis center, obtain counseling, move, or participate in safety planning. When possible, employees are requested to give their supervisors reasonable notice. Friendship Aspire Charter School may require proof of participation in these activities. Employees may use accrued PTO time or unpaid time off. Friendship Aspire Charter School will, to the extent required by law, maintain the confidentiality an employee requesting leave under this provision.

### **Jury Duty Leave**

It is an employee's civic duty to report for jury duty whenever called. If an employee receives a jury summons, the employee must notify his/her immediate supervisor immediately. All employees will be paid their regular rate of pay for their regularly scheduled hours for up to 10 working days for jury service, provided that no petition to be excused from such service due to hardship has been granted. No employee shall be compensated for jury leave without written notice of service from the court in which jury service was performed. Requests for paid jury service leave in excess of 10 working days will be considered on a case-by-case basis. Jury duty leave is available to all employees.

The employee must report to work on days or parts of days when he or she is not required to report to jury duty. Failure to abide by this policy may result in discipline, up to and including termination. If an employee fails to return to work within three consecutive days after his or her jury duty obligation ceases, Friendship Aspire Charter School will assume that the employee has resigned, consistent with company policy.

Employees will not be terminated or penalized for an absence due to jury duty.

### **Witness Duty Leave**

An employee may be called to appear in court as a witness. The employee may use personal or vacation days or be allowed to take unpaid time off for this purpose, but is expected to give his/her supervisor reasonable advance notice of the absence and to provide evidence of the required appearance. Employees are expected to report for work whenever the court schedule permits, such as an early dismissal from court on any day(s) during which they are providing testimony. Witness duty leave is available to all employees. Employees will not be terminated or penalized for an absence due to witness duty.

### **Time Off for Voting**

If an employee is registered to vote and his or her work schedule would prevent him or her from voting on an election day, Friendship Aspire Charter School will give such employee up to two (2) consecutive hours off with pay to vote. Friendship Aspire Charter School may require employees to take voting time at the beginning or end of their scheduled shifts. All employees are eligible for this benefit.



## **Military Leave**

A military leave of absence will be granted to employees who are absent from work because of service in the United States uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (“USERRA”), and applicable state or local laws. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Military leave is unpaid. Continuation of health insurance benefits is available as is required by USERRA and applicable state or local laws based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plan for which the employee is otherwise eligible. Employees may continue their health insurance benefits but are responsible for paying their portion of the health insurance premiums. Vacation and holiday benefits will not accrue during the unpaid portion of a military leave of absence.

Employees on military leave for up to 30 days are required to return to work on the first regularly scheduled shift after the end of service, allowing reasonable travel time and an eight (8)-hour rest period. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state and local laws.

Employees returning from military leave within five (5) years will be placed in the position they would have attained had they remained continuously employed or a comparable position depending upon the length of military service in accordance with USERRA. Employees will be treated as if they were continuously employed for purposes of determining benefits based on length of service.

Friendship Aspire Charter School will not discriminate or retaliate against any employee or prospective employee with regard to hiring, retention, promotion, or reemployment because of past, present, or future membership, application for membership, or performance of ordered military duty in any of the uniformed services.

Employees should contact The Superintendent’s office for more information or questions about military leave.

## **Personal Leaves of Absence**

Additional types of unpaid personal leaves of absence may be granted to employees who have worked at Friendship Aspire Charter School for at least one year.

Prior to a personal leave of absence, employees must provide written notification of a request for leave to their immediate supervisors, stating the reason for the leave request and the dates requested. Friendship Aspire Charter School, in its sole discretion, will determine whether granting the requested leave is consistent with business needs.

Failure to report to work as scheduled following a leave of absence may result in discipline, including termination. Time spent on a personal leave of absence will not be used for computing benefits such as vacation time.

The employee should speak with The Superintendent's office prior to taking a leave of absence to ensure that he or she understands all obligations to Friendship Aspire Charter School while on leave, such as any periodic reporting or re-verification obligations. Failure to comply with these obligations may substantially affect the employee's ability to return to work under this policy.

### **No Outside Work**

An employee on a leave of absence may not work for another employer at any time during the leave period without written permission from The Superintendent's office. An employee who accepts such employment without Friendship Aspire Charter School's permission will be deemed to have resigned from employment at Friendship Aspire Charter School.

## **WORKPLACE SAFETY AND HEALTH**

Friendship Aspire Charter School has an established policy of providing a safe work place for all employees in compliance with all applicable federal, state, and local occupational safety and health laws, as well as proven “common sense” safety practices. Friendship Aspire Charter School strives to maintain working conditions that afford all employees and visitors a reasonable degree of comfort, and protection from injury or dangerous situations, while assuring orderly and efficient performance of duties. Friendship Aspire Charter School appreciates employee participation in maintaining safe and healthy working conditions and adhering to practices and procedures designed to prevent injury and illness, including but not limited to:

- Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- Reporting to a supervisor or seeking first aid for all injuries, regardless of how minor;
- Immediately reporting unsafe conditions, equipment, or practices to a supervisor;
- Conscientiously observing all safety rules and regulations at all times;
- Refraining from smoking in any indoor areas; and
- Complying with safety drills.

It is only through the combined efforts and interest of all employees that we can continue to make Friendship Aspire Charter School a safe place in which to work. Employees are expected to work safely, observe safety regulations, and report unsafe conditions. Any unsafe condition or incident of work-related injury or illness must immediately be reported to The Superintendent’s office.

### **Safety and Security**

Friendship Aspire Charter School has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to security personnel. Secure your desk or office at the end of the day. Employees should not be on campus alone, especially early in the morning or late in to the evening. When called away from your work area for an extended length of time, do not leave valuable and/or personal articles in or around your workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential security risks. Friendship Aspire Charter School’s non-traditional work environment requires even more due diligence on the part of employees. Employees should immediately notify their supervisors when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

### **Workplace Violence**

Friendship Aspire Charter School recognizes that workplace violence is a growing concern. Friendship Aspire Charter School is committed to providing a safe, violence-free workplace. In this regard, Friendship Aspire Charter School strictly prohibits employees, consultants, customers, visitors or anyone else on Friendship Aspire Charter School premises or engaging in a Friendship Aspire Charter School-related activity from behaving in a violent or threatening manner.

Conduct that is prohibited under this policy includes, but is not limited to:

1. Actual physical violence;
2. Threats of any kind;
3. Threatening, physically aggressive, or violent behavior, such as intimidation of, or attempts to instill fear in, others;
4. Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, threats of sabotage of Friendship Aspire Charter School property, or a demonstrated pattern of refusal to follow Friendship Aspire Charter School policies and procedures;
5. Defacing Friendship Aspire Charter School property or causing physical damage to the facilities; or
6. With the exception of security personnel, bringing weapons, ammunition, explosives, or firearms of any kind on Friendship Aspire Charter School premises, in Friendship Aspire Charter School parking lots, or while conducting Friendship Aspire Charter School business.

Friendship Aspire Charter School employees must immediately report any suspected or actual violations of this policy to their supervisor or the Superintendent's office. Even without an actual threat, employees should report any behavior regarded as threatening or violent.

Friendship Aspire Charter School employees aware of a threat of imminent workplace violence, an actual ongoing act of workplace violence, or a violent incident occurring on Friendship Aspire Charter School premises should immediately contact 911, where immediate assistance will be available.

All reports of workplace violence will be kept confidential to the extent possible and will be investigated promptly and thoroughly. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence. Violations of this policy, including failure to report or fully cooperate in Friendship Aspire Charter School's investigation, may result in disciplinary action, up to and including immediate termination. If Friendship Aspire Charter School determines that workplace violence has occurred, Friendship Aspire Charter School will take all appropriate action it deems necessary and appropriate under the circumstances. Such action may include, but is not limited to:

1. Suspension, termination, or other disciplinary action as appropriate;
2. Removal from the premises and/or withdrawal of consent to enter or be present on the premises pending the outcome of an investigation and thereafter, if required;
3. Notification of security and law enforcement agencies of any threats and/or violent acts, and/or initiating criminal arrests and prosecutions;
4. Termination of any business relationship;
5. Any other action deemed by Friendship Aspire Charter School to be necessary or required under the circumstances.

It is a violation of Friendship Aspire Charter School's policy to retaliate against any employee who makes a report in good faith under this policy. An employee who retaliates against someone who has reported a violation of this policy in good faith is subject to disciplinary action, up to and including termination.

Any inquiries from any media representatives regarding any actual or potential instances of workplace threats and/or violence should be referred to the Head of Schools for official information and comment.

### **Weapons**

It is unlawful for an employee to intentionally possess a firearm on school property or within 1000 feet of school property, with limited exception, or while on a school bus. The area surrounding the school campus or within 1000 feet of any such school campus, or within a school bus zone shall be designated firearm-free zones. Friendship Aspire Charter School Board, in cooperation with local governmental agencies, and the State Department of Education, shall designate and mark firearm-free zones that surround all schools and school property.

Any employee possessing a dangerous weapon or instrument intended or likely to produce great bodily harm, on school property, in his/her vehicle, or at any school-related function, may be subject to disciplinary action, up to and including termination.

### **Smoking Policy**

Smoking, chewing or otherwise consuming any tobacco or tobacco product in any building or on campus of Friendship Aspire Charter School shall be strictly prohibited.

Smoking, carrying a lighted cigar or cigarette, pipe or any other form of smoking object or device shall be prohibited on school grounds (including portable buildings, field houses, stadiums, equipment storage areas, etc.).

Smoking or the use of any tobacco product in any form shall be prohibited on any school bus or vehicle used to transport children, whether bus operator, activity bus driver, substitute driver/instructor, or otherwise.

It is against Arkansas law to smoke on or around any school grounds. Please do not smoke on or around school grounds.

### **Alcohol and Drug-Free Workplace Policy**

It is Friendship Aspire Charter School's policy to maintain a healthy and safe workplace. The unlawful or unauthorized presence or use of controlled substances or alcohol in the workplace, or an employee's impairment because of use of illegal or over-the-counter drugs or alcohol while conducting Friendship Aspire Charter School business presents a danger to everyone. For these reasons, as a condition of employment and continued employment with Friendship Aspire Charter School, employees must follow this substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized drugs or while impaired due to the use of alcohol. Employees are prohibited from reporting to work or working when the employee uses any prescription medicine, except when such use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties. Nothing in this policy is intended to diminish the Friendship Aspire Charter School's commitment to employ and

reasonably accommodate qualified individuals with known disabilities unless doing so would result in an undue hardship to Friendship Aspire Charter School. In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal drugs, controlled substances, and alcohol in the workplace including: on company paid time, on company premises, or while engaged in company activities.

Any violation of this policy may result in disciplinary action, up to and including termination. Furthermore, any employee who violates this policy or who voluntarily seeks assistance may be required, in connection with or in lieu of disciplinary action, to participate in and successfully complete a Friendship Aspire Charter School approved drug and/or alcohol assistance or rehabilitation program as a condition of continued employment. Friendship Aspire Charter School assures that any information concerning an individual's drug and/or alcohol use will remain confidential.

In order to satisfy regulatory requirements and minimize potentially adverse impact to Friendship Aspire Charter School, its employees, clients, and the community, Friendship Aspire Charter School reserves the right to test applicants for employment and employees, in accordance with applicable federal, state, and local laws, upon reasonable suspicion that the employee is at work under the influence of such drugs or substances. Violations of this policy may lead to disciplinary action, up to and including immediate termination. Such violations may also have legal consequences.

Employees with questions or issues related to substance or alcohol use in the workplace should raise their concerns with the Superintendent's office. Employees may do so without fear of reprisal by Friendship Aspire Charter School.

## **EMERGENCY PROCEDURES**

### **Emergency Evacuation**

Employees will receive an Emergency Management Plan. Read carefully and be sure you understand your role. Keep it in a safe place for easy access in the event of an emergency. Fire and Hurricane Evacuation Plans should be posted near your exit door.

### **Fire Prevention**

All exits to classrooms and buildings must be clear and accessible at all times. Make certain that nothing is blocking your fire exit door. Evacuation plans and procedures for fires and severe weather should be posted by each instructor on the classroom wall beside the exit door. **Please note that the following are not permitted in classrooms, as they are a violation of fire code.**

- Standard extension cords (this does not include power strips/cords utilized to connect computers and other technological devices)
- Microwave ovens
- Mini refrigerators
- Coffee pots
- Hot plates
- Coffee cup warmers

## **SEPARATION FROM EMPLOYMENT**

The term “termination” applies to all forms of separation from employment. It is not intended to convey that the separation from employment was voluntary or involuntary, just that an employee will no longer be employed by Friendship Aspire Charter School.

### **Supervisor Notification Responsibility**

All terminations (voluntary and involuntary) must be coordinated through the Superintendent’s office. Supervisors will notify the Superintendent’s office as soon as possible about any resignations or discussions about termination.

### **Voluntary Termination**

Friendship Aspire Charter School will consider employees to have voluntarily terminated employment if they resign from Friendship Aspire Charter School, fail to return from an approved leave of absence on the specified date, or fail to report to work or call in for three (3) or more consecutive workdays.

### **Advance Notice of Resignation**

Employees who resign are asked to submit a letter of resignation to their supervisor with as much notice as possible, but not less than two (2) weeks prior to their last day of work.



## **Return of Friendship Aspire Charter School Property**

Upon termination of employment from Friendship Aspire Charter School, employees must return all student information, grade books, computer equipment, phones, supplies, keys, security access cards, parking cards, and other Friendship Aspire Charter School property. Friendship Aspire Charter School may take further action to recoup any replacement costs and/or seek the return of company property through appropriate legal channels. If an employee is returning equipment by mail, it must be packed professionally at a UPS store location, insured, and returned to the Little Rock office.

Employees should submit all expense reimbursement requests with substantiating documentation (receipts) to the accounts payable administrator prior to the last day of employment in order to be reimbursed for incurred expenses. Employees should also submit expense reports and substantiating documentation (receipts) for all charges to Friendship Aspire Charter School corporate credit cards prior to the last day of employment.

## **Exit Interview**

An exit interview is normally scheduled for an outgoing employee after a supervisor receives a notice of resignation or for an employee whose termination is initiated by Friendship Aspire Charter School. The purpose of this interview is to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all Friendship Aspire Charter School property that may be in the employee's possession, and to provide employees with an opportunity to discuss their job-related experiences.

## **Insurance Continuation**

Employee medical, dental, and vision coverage remains in effect until the last day of the month of final employment. Pursuant to the terms of the Arkansas Group Health Insurance Continuation Law (*AR Stat. Sec. 23-86-114*), in the event of termination of employment with Friendship Aspire Charter School or loss of eligibility to remain covered under the group medical insurance program, employees and/or their dependents may have the right to continue coverage under Friendship Aspire Charter School's medical, dental, and vision insurance program for a limited period of time at the employee's own expense. Continuation of benefits information will be mailed to the employee's home address on record following termination.

## **Final Paycheck**

An employee's final paycheck will cover any days or hours worked for which the employee has not yet been compensated. Non-exempt employees should submit their timesheets recording their work through their termination date to facilitate timely preparation of the final paycheck. The final paycheck will be paid on the next regularly scheduled payday.

Any deductions for medical and/or dental dependent benefit coverage necessary to cover the employee's contribution for the month of termination will be made from the final paycheck, consistent with applicable federal and state laws.

### **Unemployment Compensation**

Depending upon the circumstances, employees may be eligible for unemployment compensation upon termination of employment with Friendship Aspire Charter School. Eligibility for unemployment compensation is determined by the employee's State unemployment office.

### **Address Change Notification**

Employees are advised to notify Payroll and the Superintendent's office of any address changes during the calendar year in which the termination occurs so that the year-end tax information will be sent to the proper address.

## EMPLOYEE ACKNOWLEDGMENT FORM

I have received my copy of the Friendship Aspire Charter School Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in this handbook. If I have any questions concerning the information, application, or interpretation of the policies or procedures in the handbook, I will bring them to the attention of The Superintendent's office.

- **I have read and understand Friendship Aspire Charter School's policy prohibiting discrimination and harassment in the workplace, agree to adhere to this policy, and understand the mechanisms in place for reporting incidents of workplace harassment.** I understand that Friendship Aspire Charter School does not tolerate discrimination or harassment of any type, including, but not limited to, sexual harassment. I certify that I understand that if I violate these or other policies I may be subject to discipline up to and including termination.
- I have read and understand Friendship Aspire Charter School's policy prohibiting improper paycheck deductions, agree to adhere to this policy, and understand the mechanisms in place for reporting improper paycheck deductions.
- I have read and agree to abide by Friendship Aspire Charter School's policies regarding conflicts of interest, confidentiality, Friendship Aspire Charter School property and the protection of Friendship Aspire Charter School's information.
- I have read and agree to abide by Friendship Aspire Charter School's alcohol and substance policy.

I understand that except for employment at-will status, Friendship Aspire Charter School can change any and all policies or practices at any time. Friendship Aspire Charter School reserves the right to change my hours, wages, and working conditions at any time as permitted by state and federal law. I understand and agree that, other than the Executive Director, no representative of Friendship Aspire Charter School has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will; only the Superintendent has the authority to make any such agreement and then only in writing.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that employment at Friendship Aspire Charter School is at-will; employment may be terminated at the will of either Friendship Aspire Charter School or myself, with or without notice and with or without reason. My signature below certifies that I understand that the foregoing agreement on at-will status is the sole and entire agreement between Friendship Aspire Charter School and me concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings and representations concerning my employment with Friendship Aspire Charter School.

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

Employee's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

## EMPLOYEE CONFIDENTIALITY STATEMENT AND AGREEMENT

Friendship Aspire Charter School protects the privacy of its employees and constituents and the information pertaining to them. Confidential information includes records with social security numbers, home addresses, credit card information, donor prospects, and donor giving history. The use of information for personal, political, commercial, or benefit to other non-profit purposes is strictly prohibited.

I agree:

- To only access confidential information for which I have a need to know;
- To shred any confidential information upon disposal;
- Not to utilize any confidential information except as properly authorized within the scope of my assigned duties;
- Not to misuse or carelessly handle confidential information;
- Not to provide other employees, volunteers, or other individuals with any confidential information that is not necessary for the performance of their job duties; and
- Not to take or copy any records or electronic files upon ending employment with Friendship Aspire Charter School.

I understand that appropriate action, up to and including termination of employment and legal action, may be taken against persons who violate these policies, or jeopardize the confidentiality or privacy of any individual or organization affiliated with the Friendship Aspire Charter School.

I have read and understand the above confidentiality statement and agree to abide by its conditions.

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

Employee's Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_