



"Signing, Soaring, Succeeding"

Jean Massieu Academy

EMPLOYEE HANDBOOK 2020-2021

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Mission Statement

The mission of Jean Massieu Academy is to promote educational excellence for children from Early Childhood through 12th grade, using innovative teaching methods. American Sign Language is utilized as the instructional language, with emphasis on mastery of English in reading and writing.

Interdisciplinary curriculum is presented in a way that is relevant to each student's world.

Students will apply their knowledge of culture and language diversity and enter the global labor force of the 21st century with marketable skills.

Motto

"Signing, Soaring, Succeeding"

Vision Statement

The vision of JMA is to help all students achieve self-awareness, positive self-esteem, and respect for diversity. Students will graduate with the academic and communication skills necessary to become continuous lifelong learners and productive members of society.

Strategic Goals

Goal 1: Each student will be fully prepared to reach his/her potential.

Goal 2: JMA learning communities will provide students with a safe and nurturing school environment.

Goal 3: JMA will embrace diversity.

Goal 4: JMA, through a variety of communication methods and interactions will build, enhance and strengthen partnerships and relationships with key stakeholders in an effort to achieve student excellence.

Goal 5: JMA will be fiscally responsible while providing state-of-the-art facilities and cutting edge technology to enhance and ensure student achievement.

Important Information About Your Relationship with JMA

- **Equal Employment Opportunity Statement**
- **Employment at Will Statement**
- **Reasonable Accommodation**
- **No Solicitation/No Distribution of Literature**
- **Prevention of Harassment**

The Employee understands that:

- *this Employee Handbook incorporates JMA's policies, practices and procedure in effect on the date of publication;*
- *nothing contained in this Employee Handbook may be construed as creating a promise of future benefits or a binding contract with JMA for benefits or for any other purpose; and,*
- *these policies, practices and procedures are continually evaluated and may be amended, modified or rescinded at any time.*

Equal Employment Opportunity Statement

JMA is fully committed to equal employment opportunities (EEO). All employment decisions will be made without regard to race, color, age, religion, sex, pregnancy, marital status, disability, national origin, sexual orientation, veteran status, status with regard to public assistance or activity in a local human rights commission. In addition, we comply with all applicable state and local laws governing non-discrimination in employment in every location in which we maintain facilities.

Decisions concerning employment are based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of the other applicants or employees, and the individual's past performance within the organization. Employment decisions include, but are not limited to: recruitment, hiring, promotions, salary or other compensation, benefits, transfers, corrective actions, layoffs, termination and training.

If you believe that an employment decision has been made that does not conform to JMA's commitment to equal opportunity, the matter should be brought promptly to the attention of Administration. Your complaint will be thoroughly investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

Employment at Will Statement

You are an "at will" employee. That means there is no contractual agreement that limits your right to terminate your employment. Likewise, JMA retains the right to terminate your employment or change any term or condition of your employment at any time, with or without cause or prior notice. This Employee Handbook and the policies contained herein do not in any way constitute, and should not be construed as, a binding contract of employment or a promise of continued employment between JMA and the employee.

You will be assisted in understanding and meeting the requirements of your job when possible and appropriate. Failure to meet job requirements may result in reassignment to another position or termination of your employment.

Your needs and the needs of JMA are likely to change. Therefore, the conditions of your employment, including provisions and eligibility requirements for benefit programs, are also likely to change. They are

subject to government regulations, benefit contracts and other official documents, which take precedence in administration and interpretation.

Americans With Disabilities Act Policy Statement

JMA is committed to complying with all applicable provisions of the Americans With Disabilities Act ("ADA"). It is JMA's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, JMA will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the School aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the School.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Superintendent/Principal. JMA encourages individuals with disabilities to come forward and request reasonable accommodations.

Procedure for Requesting an Accommodation:

On receipt of an accommodation request, a member of the Administration and your supervisor, if relevant, will meet with you to discuss and identify the precise limitations resulting from the disability and the potential accommodation that JMA might make to help overcome those limitations.

JMA will determine the feasibility of the requested accommodation considering various factors, including but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, JMA's overall financial resources and organization, and the accommodation's impact on the operation of the School, including its impact on the ability of other employees to perform their duties and on JMA's ability to conduct business. JMA may also request a physician's statement regarding the requested accommodation.

JMA will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final.

The ADA does not require JMA to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Administration. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

No Solicitation/No Distribution of Literature

JMA does not permit non-employees on its premises for the purpose of any form of solicitation, or for the purpose of distributing any form of literature. This specifically restricts the general public from soliciting or distributing materials for such things as political, religious, union, charitable, or other activities. Exceptions include fully authorized representatives of employee benefits programs and others who have established working relationships with JMA.

If you see non-employees soliciting or distributing materials on JMA premises, notify Administration immediately. Similarly, all telephone solicitors are to be referred to Administration.

Prevention of Harassment

Just as you want to be treated with respect by those with whom you associate, others expect your respect. Harassment of or by another employee, student, or other individual is not consistent with the values and professional work environment of JMA.

Jean Massieu Academy (JMA) is committed to providing a work environment that maintains employee equality, respect and dignity. In keeping with this commitment, JMA maintains a strict policy prohibiting any form of unlawful employee harassment based on race, color, age, religion, sex, pregnancy, marital status, disability, national origin, sexual orientation, veteran status, status with regard to public assistance or activity in a local human rights commission, or other applicable status protected by federal, state or local laws. Harassment, whether verbal, physical or environmental, and whether in the workplace or in outside work-sponsored settings, is unacceptable and will not be tolerated.

Sexual harassment is illegal under federal, state and local laws, and applies equally to men and women. It is defined in the Equal Employment Opportunity Commission (EEOC) Guidelines as any unwelcome sexual advance, request for sexual favor, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. These behaviors may include, but are not limited to: subtle or overt pressure for sexual favors; derogatory or vulgar statements regarding one's sexuality or gender; unnecessary touching, patting, pinching or attention; innuendoes, suggestions or jokes; turning work discussions into sexual topics; or displaying sexually suggestive visual materials.

If you believe that you have been subjected to or have witnessed any form of harassment, you should immediately contact an appropriate manager, supervisor or Administration. If the complaint is regarding a manager (which may be the Superintendent/Principal) or supervisor, contact Administration and, if the Superintendent/Principal, contact the Board of Directors. The complaint will be immediately and thoroughly investigated in a professional manner. There will be no retaliation against any employee who files a complaint in good faith or who assists in providing information relevant to a claim of harassment, even if the investigation produces insufficient evidence to support the complaint. If the facts and results of the investigation substantiate the complaint, then the appropriate corrective action will be taken, up to and including termination. Confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances, to protect the privacy of persons involved. Investigation may include interviews with the parties involved and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

This policy applies to all employees, whether related to conduct engaged in by fellow employees, supervisors, or someone not directly connected to JMA (e.g., outside vendors, consultants, clients, etc.). JMA will make every reasonable effort to ensure that its entire population is familiar with this policy and is aware that every complaint received will be investigated and resolved appropriately. JMA encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with Administration or the school Superintendent/Principal.

If it is determined that inappropriate conduct has occurred, JMA will act promptly to eliminate the offending conduct, and will take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of corrective action as deemed appropriate under the circumstances and in accordance with applicable law.

JMA recognizes that false accusations can have serious effects on innocent persons. If an investigation results in a finding that a person who has accused another of a violation of this policy has maliciously or recklessly made false accusations, the accuser will be subject to appropriate corrective action, up to and including termination.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with the appropriate government agency. Using our complaint process does not prohibit you from filing a complaint with these agencies.

Working at JMA

Employee Code of Conduct

JMA proudly participates in the education profession and follows the Texas Education Code of Ethics. Our mission focuses on service to students, parents and communities. You are expected to conduct yourself in a manner fitting an education provider. This includes demonstrating your responsibility, honesty, integrity, respect and regard for the privileges, rights and property of others. The following are standards of conduct expected of every JMA employee:

Performance - Perform all job responsibilities in a careful manner following prescribed procedures, policies and good judgment and in accordance with all state and federal statutes.

Customer Service – Conduct your responsibilities, on a daily basis, with a primary focus on servicing the student and ensuring his/her success.

Integrity – Exhibit a high level of integrity by upholding the values of JMA and consider your role as an important representative of the organization.

Respect - In all relationships, abide by standards of common sense and courtesy in working together to satisfy the needs of students, parents and your co-workers.

Communication – Effectively communicate with other staff members, students, parents and management in a clear, courteous, and direct manner.

Confidentiality - Maintain the confidentiality of information regarding students, employees and JMA's business affairs in full compliance with JMA school Board policies and as mandated by state and federal statutes.

Management - Willingly accept and follow the directions of management (i.e. Administration).

Attendance and Punctuality - Be punctual and regular in attendance. Provide notice of absence as far in advance as possible.

Professional Responsibilities - Obtain and maintain license(s) and/or certification(s) required by professional or regulatory standards.

Use of Property - Protect and conserve JMA property. The unauthorized use of equipment, supplies and facilities is prohibited.

Drugs and Alcohol – Do not use, have in your possession, or work under the influence of undocumented drugs or alcohol.

Safety and Accident Prevention – Respond quickly to prevent fires and accidents and report hazardous conditions or practices promptly.

Throughout this handbook additional performance and conduct expectations and requirements will be identified. At all times, it is expected that JMA's policies and procedures will be followed AND that all persons employed by JMA will be familiar and abide by all state and federal statutes.

Fingerprinting and Background Checks

The 2007 Texas Legislature passed [Senate Bill 9](#) requiring fingerprint-based criminal background reviews for all school employees in Texas Public schools, including public charter schools. The legislation was enacted to ensure the safety of all children, teachers and staff in Texas public schools. All JMA employees, both certified and non-certified, as well as substitute teachers, must be fingerprinted before their first day of employment. In addition, JMA Bus Drivers must have an annual physical, drug screening and a clear drivers record report from the Texas Department of Public Transportation.

Senate Bill 9 is codified in Texas Education Code (TEC), Chapter 22, Subchapter C.

- State Board for Educator Certification (SBEC) Rules regarding the national criminal history reviews of certificate holders are found in [Chapter 232, Subchapter B of the Texas Administrative Code](#).
- Commissioner Rules regarding criminal history reviews are found in [Chapter 153, Subchapter DD of the Texas Administrative Code](#).
- Statute codified in [Texas Education Code 22.083-22.087](#) relates to the national criminal history reviews of certified teachers, charter school employees, non-certified staff, contractors and substitutes.

Work Schedules

Your work schedule has been established to meet the needs of the organization and the people we serve. By accepting employment with JMA, you have indicated that you are able and willing to work the required number of hours and schedule necessary to meet operating needs. As operating needs change, however, you may be expected to adapt to a different work schedule. Similarly, as your personal needs change, you may want or need to consider a change in your regular work schedule. Front Office Staff will establish his/her work schedule with his/her supervisor, as appropriate. Full-time classroom teachers are to arrive in their classrooms no later than 7:00 AM and stay after school until 4:00 PM, except on the days of staff meetings, early release or other scheduled events.

- **Early release for students/staff: everyone leaves at noon**
- **Early release students only: students leave at noon and staff stay until 3:30 for professional development or as released by the Superintendent/Principal**
- **Paraprofessionals are to be at school by 7:00a.m. and are expected to stay until 4:00p.m.**

Before and After-School Duties will be assigned to all staff to ensure coverage for all students at all times. Assignments will be given during Staff Development Week.

Inclement Weather

JMA will close if weather-related conditions make driving precarious. Our school closings will be broadcast over the radio (WBAP) and channels 4, 5, 8 and/or 11. Additionally, a notice will be posted on the school's website and the electronic calendar and a school wide e-mail will be sent.

The following policy and procedures will be used in the event of bad weather.

1. JMA will be closed or have a delayed start time as determined by the Superintendent/Principal. Generally, JMA will follow the neighboring school districts and will, otherwise, take the students' safety and weather conditions into consideration in making this determination.
2. Under other circumstances, such as when bad weather occurs after the start of the school day, the school's Superintendent/Principal will decide whether or not JMA will close early. If the Superintendent/Principal chooses to close JMA, an e-Mail will be sent to all JMA employees and the families of students and JMA staff will make direct contact with all JMA families via a phone tree system to ensure that all students are safely delivered to their parents and/or guardians.
3. If the school is open on a day of bad weather, those employees (both exempt and non-exempt) who do not come in will have the option of taking a vacation day or the day without pay.
4. Employees assigned to non-exempt positions will not be paid for hours missed due to JMA's closure for adverse weather conditions unless they elect to use available paid time-off (PTO).
5. If a JMA employee is already on leave (such as maternity) and the school is closed because of inclement weather, the employee is covered by the leave they are exercising and will not receive compensation otherwise.

Personal Appearance, Hygiene and Dress Code

JMA seeks to maintain a professional work environment and views personal appearance, dress, and hygiene as very important. As an employee, you create an impression of, and represent, the entire organization. It is important that you present a well-groomed appearance at all times and use good judgment in dressing appropriately for your position. **Please refer to the Fragrances in the Workplace Policy** in the Policies Section of the Employee Handbook. **Please refer to the Dress Code Policy** in the Policies Section of the Employee Handbook. If you have questions about these standards, discuss them with your supervisor and/or Administration.

Romantic Relationships

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may at some point lead to unhappy complications and significant difficulties for all concerned - the employee, the supervisor/manager and JMA. Any such relationship may, therefore, be contrary to the best interests of the School. Accordingly, JMA strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship. If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the school Superintendent/Principal. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

By its discouragement of romantic and sexual relationships, JMA does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and, the policy articulated above is not to be

relied upon as justification or excuse for a supervisor's/manager refusal to engage in such social interaction with employees.

JMA recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, or at least hoped, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

The school Superintendent/Principal shall inform the Board Chair and others with a need-to-know of the existence of the relationship, including in all cases, the person responsible for the employee's work assignments. Upon being informed or learning of the existence of such a relationship, the Board Chair may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship. In addition, and in order for JMA to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to the school Superintendent/Principal.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

Time Recording for Non-Exempt Employees

Non-exempt (hourly) employees if any, fill out a time record, the process for which will be explained in detail on the employee's first day of work. The Business Manager will track the accrual of paid time-off, such as personal, sick or bereavement days. Non-exempt employees are only paid for actual hours worked. Accordingly, you should not start work early, work beyond your normal schedule, or work in excess of the number of hours allocated to your position weekly, without first obtaining the permission of your manager (which may be the Superintendent/Principal). Hours worked in excess of a normal schedule that were not approved by a manager (which may be the Superintendent/Principal) are subject to not being recognized and therefore not paid.

Meals and Breaks

JMA provides employees with a 30-minute unpaid lunch break to be taken during a regularly scheduled eight (8) hour day. In order to avoid conflicts with work schedules, or if you are having difficulty scheduling your lunch or have questions regarding preparation periods and/or rest breaks, Administration will assist you.

Confidentiality and Data Privacy Compliance

During your employment at JMA, you will periodically learn sensitive information, either because you helped develop that information or because you need that information to do your job. It is important for the health of this organization and for the well-being of employees and students who depend on this organization that you keep information that you learn through your employment confidential. Critically, employees are expected to maintain confidentiality as required by JMA Board policies, state and federal

statutes. Employees who improperly disclose “confidential information” to anyone outside of the organization will face disciplinary action up to and including termination of employment.

“Confidential information” means information belonging to JMA of a special and unique nature and value relating to such matters such as JMA’s personnel and compensation information, accounts and trade secrets, student records, procedures, manuals, including training manuals and programs, financial costs and revenue data, supply sources and resources, contracts, price lists, accounting and bookkeeping practices, office policies and practices, data records and reports, business plans, classroom plans, general and specific grant applications, prospect names and lists , existing and potential business opportunities, confidential reports, contacts, as well as litigation and other legal matters, source coding, coding standards, programming techniques, processes and systems.

Employees may not, during or after the term of employment disclose JMA’s confidential information, which an employee may learn or acquire during his or her employment, to any other person or entity or use said “confidential information” for an employee’s own benefit or for the benefit of another unless JMA expressly directs employee to do so.

Medical Information (HIPAA)

JMA has adopted a policy that protects the privacy and confidentiality of protected health information (PHI) whenever it is used by company representatives. The private and confidential use of such information will be the responsibility of all individuals with job duties requiring access to PHI in the course of their jobs.

PHI refers to individually identifiable health information received by the school’s group health plans and/or received by a health care provider, health plan or health care clearinghouse that relates to past or present health of an individual or for payment of health care claims. PHI information includes medical conditions, health status, claims experience, medical histories, physical examinations, genetic information and evidence of disability.

JMA has designated the school Superintendent/Principal as the HIPAA Compliance Officer (HCO), and any questions or issues regarding PHI should be presented to the HCO for resolution. The HCO is also charged with the responsibility for a) issuing procedural guidelines for access for PHI; b) developing a matrix for personnel who will need access to PHI; and c) developing guidelines for describing how and when PHI will be maintained, used, transferred or transmitted.

Annually or as necessary, JMA performs enrollment, changes in enrollment and payroll deductions, provides assistance in claims problem resolution and explanation of benefits issues, and assists in coordination of benefits with other providers. Some or all of these activities may require the use or transmission of PHI. Thus, all information related to these processes will be maintained in confidence and employees will not disclose PHI from these processes for employment-related actions, except as provided by administrative procedures approved by the HCO. General rules follow:

- Disclosures that do not **qualify** as PHI-protected disclosures include: disclosure of PHI to the individual to whom the PHI belongs, requests by providers for treatment and/or payment, disclosures requested to be made to authorized parties by the individual PHI holder, disclosures to government agencies for reporting or enforcement purposes, disclosures to workers’ compensation providers and those authorized by the workers’ compensation providers.
- Information regarding whether an individual is covered by a plan for claims processing purposes may be disclosed.

- Information external to the health plan is not considered PHI if the information is being furnished for claims processing purposes involving workers' compensation and/or short- or long-term disability and medical information received to verify ADA or FMLA status.

Personnel record and disclosures of PHI will be maintained for a period of six years as required by federal law, unless a state law requires a longer retention period. Records that have been maintained for the maximum interval will be destroyed in a manner to ensure that such data is not compromised in the future in accordance with the company record destruction policy.

Employee Personnel File

Your employee personnel file is securely and confidentially maintained in Administration's offices. Included in the file is information that you provided when you were first hired and information about your employment since then. Access to your employee personnel file is limited to authorized JMA employees only. Information from your employee personnel file will only be released to other than authorized JMA personnel with your written approval. The only exception will be information demanded by a court order. Therefore, if you are applying for credit, a loan, buying a house, or for other reasons you want information shared with others, please notify Administration.

It is important that changes in your personal status – name, address, telephone number, benefit status, dependents, etc. – be reported to Administration promptly. This will ensure that benefits, tax withholding and other conditions of your employment are properly documented and administered.

You may review the contents of your employee personnel file by arranging a meeting with Administration.

Employer Social Responsibility

Consistent with the Employer Social Responsibility Act, in the event of your involuntary termination from the employment of JMA, you may request in writing the reason for your termination in writing. JMA will provide the written reason within five (5) working days. In addition, JMA will not terminate, threaten, or discriminate against an employee who in good faith reports a violation of law; is requested to participate, by an appropriate legal authority, in an investigation or hearing; or refuses to participate in an activity they believe to be in violation of the law.

Employees Working from Home

There are certain positions within JMA that may require employees to work from their homes. These employees are expected to treat all JMA related information in the strictest confidence and abide by all confidentiality and privacy guidelines. Damage or misuse of JMA-owned equipment beyond normal wear and tear will be the responsibility of the employee. Upon termination and/or a change in employment status, all equipment must be returned to JMA in good working condition.

Other Employment

We acknowledge that certain employees hold an additional job or may be interested in holding an additional job. We require that such employment not interfere with your performance or attendance at JMA. Please contact the Superintendent/Principal for further guidance. (See **Conflict of Interest.**)

Conflict of Interest

You may be confronted with a possible conflict between your best interests, the best interests of JMA and/or other parties. Examples of potential conflicts of interest include:

- Owning an interest in any organization doing or seeking to do business with JMA.

- Acting as an officer, director or significant employee for any organization doing or seeking to do business with JMA.
- Accepting from any individual or organization doing or seeking to do business with JMA, any fees, commissions or other payments or services, including gifts and travel, except those of a nominal value that are commonly accepted as simple business courtesies, such as food items, tickets to sporting events or meals at restaurants.
- Personally acquiring, directly or indirectly, any business opportunity, consulting assignment, teaching or speaking opportunity that should be under the auspices of JMA.
- Using confidential information of any nature for personal gain or to bring harm to an employee, student or other member of the community.

In any situation in which a conflict of interest may exist or may appear to exist, you are required to review the situation with the Superintendent/Principal. Failure to avoid a conflict of interest, or obtain authorization for a situation that may be a conflict of interest, is a serious breach of JMA's code of conduct and may result in disciplinary action, up to and including termination.

Employment of Relatives

To avoid possible conflicts of interest, when possible, employees may not be allowed to work under the direct supervision of another member of his/her immediate family. For this purpose, immediate family member is defined as spouse, domestic partner, significant other, child, step-child, son/daughter-in-law, parent, step-parent, parent-in-law, brother, sister or brother/sister-in-law.

If a new immediate family relationship develops after your initial employment or job assignment, steps may be taken to avoid direct supervisory relationships between family members.

Work Product Ownership

All JMA employees must be aware that the School retains legal ownership of the product of their work. No work product created while employed by JMA can be claimed, construed, or presented as property of the individual, even after employment by JMA has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, teaching techniques and programs, and also any concepts, ideas, or other intellectual property developed for JMA, regardless of whether the intellectual property is actually used by JMA. Although it is acceptable for an employee 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, in a freelancer's meeting with a prospective client), one must 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 JMA. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of JMA.

Use of School Vehicles

Only employees with an unrestricted, current driver's license and who have adequate insurance coverage may operate JMA vehicles or use a vehicle to conduct JMA business. An employee operating a School vehicle or a vehicle to conduct School business must provide proof of adequate insurance to Administration. School vehicles may only be used for authorized School business. Any employee operating a School vehicle must do so in a safe manner. Any employee operating a School vehicle under the influence of drugs or alcohol or in an illegal, unsafe or negligent manner will be immediately terminated. JMA has the right to search any School vehicle at any time. Therefore, employees have no reasonable expectation of privacy with respect to School vehicles.

Telephone Use

Because a large percentage of our business is conducted over the phone, it is essential to project a professional telephone manner at all times.

Although JMA realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls. Additionally, no long distance personal calls may be made on school phones without prior approval from the employee's supervisor.

Voice Mail Policy (generally applicable to administration staff at this time)

Every JMA employee is responsible for using the Voice Mail system properly and in accordance with this policy. Any questions about this policy should be addressed to Administration. The Voice Mail system is the property of JMA. It has been provided by the School for use in conducting company business. All communications and information transmitted by, received from, or stored in this system are company records and property of JMA. The Voice Mail system is to be used for school purposes only. Use of the Voice Mail system for personal purposes is prohibited.

Employees have no right of personal privacy in any matter stored in, created, received, or sent over JMA Voice Mail system. JMA, in its discretion as owner of the Voice Mail system, reserves and may exercise the right to monitor, access, retrieve, and delete any matter stored in, created, received, or sent over the Voice Mail system, for any reason without the permission of any employee and without notice.

Employees are not authorized to retrieve or listen to any Voice Mail messages that are not sent to them. Any exception to this policy must receive the prior approval of JMA management.

JMA's policies against sexual or other harassment apply fully to the Voice Mail system, and any violation of those policies is grounds for discipline up to and including discharge. Therefore, no Voice Mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law.

The Voice Mail system may not be used to solicit for religious or political causes, commercial enterprises, outside organizations, or other non-job related solicitations.

Users having access to voice mail should routinely delete outdated or otherwise unnecessary Voice Mails. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs. Because of the storage space required for Voice Mail messages, employees should not send a Voice Mail message to a large number of recipients without prior approval from their supervisor.

Employees are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. Voice Mails are sometimes misdirected or forwarded and may be heard by persons other than the intended recipient. Users should create Voice Mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on JMA letterhead.

Employees should always use professional and courteous greetings on their Voice Mail boxes so as to properly represent JMA to outside callers.

Because Voice Mail records and messages may be subject to discovery in litigation, JMA employees are expected to avoid making statements in Voice Mail that would not reflect favorably on the employee or JMA if disclosed in litigation or otherwise.

In order to avoid accidentally disclosing message contents to unauthorized listeners, employees should not listen to Voice Mail messages while using the speaker phone feature.

Any employee who discovers misuse of the Voice Mail system should immediately contact the Superintendent/Principal. Violations of JMA's Voice Mail policy may result in disciplinary action up to and including discharge.

JMA reserves the right to modify this policy at any time, with or without notice.

Personal Cell Phone Use in the Workplace

Personal use of your cell phone should be limited to only when necessary and preferably to your breaks, lunch and other non-working time. However, the common mode of communication throughout the buildings is via text messaging. While text messaging during instructional periods should generally be avoided, cell phones should be left on 'vibrate' during the school day in the unlikely event that teachers need to be reached. It is important to be considerate of others while using your cell phone inside the school building. If making telephone calls to parents during the day is deemed necessary, teachers are asked to do so during lunch or other preparation times throughout the instructional day and are encouraged to use their cell phones as they deem necessary to support their instruction. Teachers should avoid making parent calls or even having a conversation with a parent or other staff member about a specific student, out in the open where others might overhear confidential information about a student.

Visitors in the Workplace

If you are expecting a visitor(s) for school purposes, such as a presenter to your students, please advise the individual(s) to report to the main entrance/reception area of JMA. You will be responsible for visitor(s) during the time they are on JMA premises.

Nursing Mothers

JMA complies with state law allowing employees who need to express breast milk for infant children reasonable unpaid break time. If possible, the employee's break time will run concurrently with any other break time already provided to the employee. JMA will make reasonable efforts to provide a room or other location for the employee to express her milk in privacy.

Keys and Access to Building

Any and all keys checked out to Exempt, Non-exempt, Casual, and Contract Employees, as well as to persons from school sanctioned volunteer committees, must be turned in by the last day of the school year. Those classroom teachers with signed contracts for the following school-year, as well as administrative and front office employees working through the summer, may keep their keys during the summer break after checking out with the Business Manager at the end of the year.

JMA Property

Any and all electronic equipment (such as laptops and thumb drives) or other property belonging to JMA (i.e. teaching materials, text books, library books) that has been used by Exempt, Non-exempt, Casual, and Contract Employees, as well as persons from school sanctioned volunteers, must be turned in by the

last day of school. If special circumstances exist, arrangements for the use of such items must be made with the Superintendent/Principal or appropriate manager.

Compensation and Payroll

Position Responsibilities

Questions regarding your position responsibilities should be directed to your manager (which may be the Superintendent/Principal) or the Superintendent/Principal. Information relating to your position was provided to you during the interview process. It played an important part in your selection and will continue to play an important role in your continuing employment. At the time of your employment, your responsibilities, hours of work and rate of pay were explained. In accepting the position offered, you have accepted the responsibilities, hours, pay and other conditions of your position and JMA employment.

JMA makes every effort to create and develop formal position descriptions for each position within JMA. (Exhibit A) At the time of your performance review, your position description will be updated if your responsibilities changed over the current review period.

Payroll Classifications

The employment classification to which you and your position are assigned affect your eligibility for overtime pay, benefit participation and other aspects of your employment. You will be classified as regular full-time, benefit-eligible part-time, non-benefit eligible part-time, or casual:

Regular full-time employees are regularly scheduled to work 40 hours per week. Full-time employees are eligible for full participation in benefits as specified by the individual plans.

Benefit-eligible part-time employees are regularly scheduled to work at least 20 hours but less than 40 hours per week. These employees are eligible to participate in the JMA Employee Health & Dental Benefit Program

Non-benefit eligible part-time employees are regularly scheduled to work less than 20 hours per week. These employees will not be eligible to participate in the JMA Employee Health & Dental Benefit Program.

Casual employees include those who work as substitute teachers, substitute para-professionals, and assist with administrative tasks, including but not limited to language proficiency testing and covering the front desk. Casual employees are not eligible for benefits.

In addition, the position to which you are assigned will be classified as non-exempt or exempt:

Non-exempt employees (hourly) are eligible for payment for overtime at the rate of one and one-half times their regular rate of pay. Overtime is paid for hours worked over 40 in a given workweek. "Over 40" provisions are explained in the "Overtime Section" of this Handbook.

Exempt employees (salaried) are not eligible for payment for overtime. Further, their pay is not reduced should they work less than 40 hours in any one workweek.

Pay Days

Payday is the last working day of the month. As a service to employees and to facilitate the processing of payroll, JMA will offer a direct payroll deposit program in which your pay is deposited directly into a

checking or savings account, which you designate. The first paycheck from the 2015-2016 school year will go home at the end of September 2015 the final paycheck will go home at the end of August 2016.

Payroll Deductions

Applicable Federal income taxes and your share of Social Security and Medicare taxes are automatically deducted from your pay according to prescribed rates and procedures. In addition, any other deductions for insurance or retirement (PERA or TRA) will be made. Child support payments and wage garnishments will be withheld as ordered by the court.

Overtime

If your position is classified as non-exempt, you will be paid at a rate of one and one-half (1 ½) times your regular rate for overtime hours you are asked or approved to work. You will be paid overtime for any hours worked in excess of 40 in any one workweek. Your manager (which may be the Superintendent/Principal) must be approve overtime in writing. Overtime is paid to the nearest full quarter hour. PTO hours are not considered as time worked for calculating overtime. If your position is classified as exempt, you will not be paid for time worked over and above your regular schedule

Employee Travel and Expense Reimbursement

All actual and reasonable expenses for school-related travel will be reimbursed provided the following guidelines are met:

- All overnight travel must be pre-approved by the Superintendent/Principal. It is recommended that the employee provide a written estimate of the primary costs, prior to traveling, including airfare and/or total driving miles, hotel, event cost, etc.
- Personal vehicle mileage will be reimbursed for miles incurred over and above daily commuting expenses (i.e., If your personal daily commute is 20 miles round trip and you attend a seminar/meeting which is 30 miles from your home, reimbursement will be for 10 miles.) All applicable miles will be reimbursed at the current IRS mileage reimbursement rate.
- Expenses should be submitted for your manager's (which may be the Superintendent/Principal) approval on a JMA reimbursement form.

All expense reports must indicate the purpose of the trip, destination(s), location of meals, and name(s) of those attending. Receipts are required for all expenditures and must be attached to the reimbursement form. The Superintendent/Principal will approve your reimbursement form and submit it to the Business Manager for payment.

General Expense Reimbursement

For non-travel general expense reimbursements, please complete a Cash Reimbursement Form, attach the original vendor receipt and submit to the Superintendent/Principal for approval. Upon approval the Business Manager will process the reimbursement to the employee during the next batch of payables. Please be advised that JMA is a non-profit tax exempt entity and will not reimburse individuals for any sales tax. Employees are encouraged to secure a copy of JMA's tax exempt document for use prior to making a purchase for which he or she will seek reimbursement.

Garnishments

Under applicable law, a garnishment will be honored unless the employee is successful in having it rescinded.

Jury Duty

A leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary. An employee on jury duty is expected to report to work any day he/she is excused from jury duty.

Upon receipt of the notice to serve jury duty, the employee should immediately notify his/her supervisor and the Superintendent/Principal. Additionally, a copy of the notice to serve jury duty should be attached to the employee's attendance record for attendance purposes.

Upon the employee's return, the employee must notify Administration and must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, JMA may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request. It is strongly recommended that teacher called to jury duty during the regular school year request that their jury duty be delayed until the summer months.

Benefits and Services

Insurance Benefit Eligibility and Open Enrollment

If you are a regular full-time or benefit-eligible part-time employee, who works a minimum of 20 hours per week, you are eligible for insurance benefits. You must enroll for benefits within the first 30 days of becoming eligible for coverage. The details of coverage, including enrollment options and coverage periods will be provided to you during the Staff Development week.

Situations may arise which may change an employee's status, moving them from benefit eligible to non-eligible and visa-versa. In the case of an employee's schedule changing, thereby making him/her benefit eligible, the employee's new schedule must remain consistent at the new number of hours for six weeks before the benefits become eligible to the employee and a change can be made.

Again, communication regarding cost, changes to, and enrollment for the insurance plans takes place each year during the week of Staff Development.

Insurance Coverage

JMA offers its employees' Health, Dental, and Short-Term Disability Insurance. Because the insurance plan that JMA uses is a cafeteria style plan, the Board of Directors has determined that it will pay \$225 per month towards each eligible employee's premium. Any premium balances in excess of this monthly amount will be the sole responsibility of the Employee. For specific details regarding any of JMA's insurance plans contact JMA's Business Manager.

Employee-only or dependent/family coverage is available. If you elect dependent/family health and/or dental coverage, your eligible family members are: your spouse or domestic partner, and natural born, adopted or step-children. Dependent children are eligible until they reach age 26.

Paid Time-Off (PTO) During the school year, an eligible Employee is given 5 state and, then, 5 local days off with pay, excluding bereavement and jury duty. State days are deducted first and local days, thereafter. Unused state days will accrue and will move with individuals from one district to another. Up to 3 local days will accrue and carry from one year to the next but will not move with individuals from one district to another.

JMA recognizes that employees need time away from work to attend to personal business, enhance health, and take vacations. Therefore, eligible employees accumulate Paid Time-Off (PTO) hours each pay period, which may be used at the employee's discretion. The scheduling of time-off must be consistent with JMA's staffing needs and approved by your manager (which may be the Superintendent/Principal).

PTO (Paid Time-Off) Requests and Usage

- Requests for PTO must be made in advance in order for the school to properly plan for the employee's absence. Every reasonable effort will be made to accommodate employee requests.
- Employees in their first 30 days of employment accrue PTO, however, with the exception of holidays, are not eligible to use PTO hours. Upon completion of 30 days of employment, employees are eligible to use their accrued unused PTO.
- Non-exempt employees may take partial days in one (1) hour increments.
- When two employees simultaneously request the same days off and the absence of both employees interferes with staffing needs preference will be granted based on greatest length of service with JMA. Otherwise, the date of request shall govern. The Superintendent/Principal has full discretion in deciding how many employees can use PTO on a given day.
- PTO hours that are available for use can be secured from the Business Manager. PTO hours may not be "borrowed" for use before they have been accrued. The only exception is for the use of a regularly scheduled JMA holiday during an employee's first 30 days of employment.
- **Employees are not able to take a personal day the day before or after a holiday or normally scheduled break. Requests to use personal days in this situation will only be approved under special circumstances and at the sole discretion of the Superintendent/Principal.**
- If three or more consecutive days of PTO are used, due to illness or injury, a physician's note is required upon the employee's return to work.
- If PTO hours are used and employment is terminated prior to the hours being accrued, hours owed will be deducted from the last paycheck.

Unpaid Time Off

JMA does not allow employees to request or use "unpaid or unscheduled time off," except in the case of a personal or family emergency and/or while an employee is on an FMLA leave. The continued use of "unpaid or unscheduled" time off will result in disciplinary action.

Extended Illness

An extended illness or injury of 24 hours of work time (3 days' time) or more consecutive hours requires a physician's note upon the employee's return. The physician's note must state the reason for the absence and a clearance to return to work. If the employee returns to work, and is required to be absent again, within one week, for the same illness, a physician's note must be given to the Superintendent/Principal.

Termination, Resignation and Retirement

Accrual of PTO ceases upon the effective date of termination and employees will not be eligible to receive the cash equivalent of their accrued unused PTO. Paid time off and/or leave time cannot be substituted in lieu of notice.

Leaves of Absence

You may at some time have need for an extended absence from your employment with JMA for personal reasons. These may be for military service, personal or family illness, birth or adoption of a child, personal business, education or some other reason. As an employee of JMA, you have rights under the Family Medical Leave Act (FMLA). Approval of a leave will depend upon the reason for the leave, applicable regulations, impact to the daily operations of the school in your absence and other factors. The terms of the leave including length, availability of employment at the end of the leave, continuation of benefits while on leave and other terms will depend on the same and other factors. **Please refer to the FMLA Policy** in the Policies Section of the Employee Handbook. For additional information regarding JMA leave policies and your rights under FMLA, please contact Administration.

Military Leave

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with the U.S. armed services.

Employees will receive partial pay for two-week training assignments and shorter absences. Upon presentation of satisfactory military pay verification data, employees will be paid the difference between their normal base compensation and the pay (excluding expense pay) received while on military duty. The portion of any military leaves of absence in excess of two weeks will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be provided by JMA for 24 months of the military leave of absence. The employee will be responsible for the entire premium payment if he/she performs service for 31 or more days.

JMA will reinstate employees returning from military leave to their former jobs, or to an equivalent position, except in cases where changed circumstances make it impossible to do so, or create an undue hardship for the School. Employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as job seniority rights. Employees on military leave must report back to work and provide proper documentation in accordance with all applicable state and federal laws. Military Leave may not be "stacked" consecutively with other available leave.

Benefits Continuation (COBRA)

Employees and their dependents covered under JMA's group insurance benefit plans may elect to continue their coverage utilizing the COBRA Continuation Coverage plan upon certain "qualifying events," such as a reduction in hours resulting in ineligibility for benefits, termination of employment (except for serious misconduct) or dissolution of marriage. Employees who are covered under group insurance programs must notify the Administration Representatives of changes in status which could result in a change in eligibility for benefits. A notice of termination of benefits form will be submitted to TRS-ACTIVE CARE, and then as a qualified participant you will receive instructions for enrollment of the COBRA option directly from the COBRA administrator. If you have any questions about continuation of coverage, please contact the Administration Representatives.

Important Information About Your COBRA Continuation Coverage Rights

What is continuation coverage?

Federal law requires that most group health plans (including this Plan) give employees and their families the opportunity to continue their health care coverage when there is a “qualifying event” that would result in a loss of coverage under an employer’s plan. Depending on the type of qualifying event, “qualified beneficiaries” can include the employee (or retired employee) covered under the group health plan, the covered employee’s spouse, and the dependent children of the covered employee.

Continuation coverage is the same coverage that the Plan gives to other participants or beneficiaries under the Plan who are not receiving continuation coverage. Each qualified beneficiary who elects continuation coverage will have the same rights under the Plan as other participants or beneficiaries covered under the Plan, including open enrollment and special enrollment rights.

How long will continuation coverage last?

In the case of a loss of coverage due to end of employment or reduction in hours of employment, coverage generally may be continued only for up to a total of 18 months. In the case of losses of coverage due to an employee’s death, divorce or legal separation, the employee’s becoming entitled to Medicare benefits or a dependent child ceasing to be a dependent under the terms of the plan, coverage may be continued for up to a total of 36 months. When the qualifying event is the end of employment or reduction of the employee’s hours of employment, and the employee became entitled to Medicare benefits less than 18 months before the qualifying event, COBRA continuation coverage for qualified beneficiaries other than the employee lasts until 36 months after the date of Medicare entitlement. This notice shows the maximum period of continuation coverage available to the qualified beneficiaries.

Continuation coverage will be terminated before the end of the maximum period if:

- Any required premium is not paid in full on time,
- A qualified beneficiary becomes covered, after electing continuation coverage, under another group health plan that does not impose any pre-existing condition exclusion for a pre-existing condition of the qualified beneficiary,
- A qualified beneficiary becomes entitled to Medicare benefits (under Part A, Part B, or both) after electing continuation coverage, or
- The employer ceases to provide any group health plan for its employees.

Continuation coverage may also be terminated for any reason the Plan would terminate coverage of a participant or beneficiary not receiving continuation coverage (such as fraud).

How can you elect COBRA continuation coverage?

To elect continuation coverage, you must complete the Election Form and furnish it according to the directions on the form. Each qualified beneficiary has a separate right to elect continuation coverage. For example, the employee’s spouse may elect continuation coverage even if the employee does not. Continuation coverage may be elected for only one, several, or for all dependent children who are qualified beneficiaries. A parent may elect to continue coverage on behalf of any dependent children. The employee or the employee’s spouse can elect continuation coverage on behalf of all of the qualified beneficiaries.

In considering whether to elect continuation coverage, you should take into account that a failure to continue your group health coverage will affect your future rights under federal law. First, you can lose the right to avoid having pre-existing condition exclusions applied to you by other group health plans if you have more than a 63-day gap in health coverage, and election of continuation coverage may help

you not have such a gap. Second, you will lose the guaranteed right to purchase individual health insurance policies that do not impose such pre-existing condition exclusions if you do not get continuation coverage for the maximum time available to you. Finally, you should take into account that you have special enrollment rights under federal law. You have the right to request special enrollment in another group health plan for which you are otherwise eligible (such as a plan sponsored by your spouse's employer) within 30 days after your group health coverage ends because of the qualifying event listed above. You will also have the same special enrollment right at the end of continuation coverage if you get continuation coverage for the maximum time available to you.

How much does COBRA continuation coverage cost?

Generally, each qualified beneficiary may be required to pay the entire cost of continuation coverage. The amount a qualified beneficiary may be required to pay may not exceed 102 percent (or, in the case of an extension of continuation coverage due to a disability, 150 percent) of the cost to the group health plan (including both employer and employee contributions) for coverage of a similarly situated plan participant or beneficiary who is not receiving continuation coverage. The required payment for each continuation coverage period for each option is described in this notice.

When and how must payment for COBRA continuation coverage be made?

First payment for continuation coverage

If you elect continuation coverage, you do not have to send any payment with the Election Form. However, you must make your first payment for continuation coverage not later than 45 days after the date of your election. (This is the date the Election Notice is post-marked, if mailed.) If you do not make your first payment for continuation coverage in full not later than 45 days after the date of your election, you will lose all continuation coverage rights under the Plan. You are responsible for making sure that the amount of your first payment is correct. You may contact JMA's Business Manager for information regarding COBRA and its administration.

Periodic payments for continuation coverage

After you make your first payment for continuation coverage, you will be required to make periodic payments for each subsequent coverage period. The amount due for each coverage period for each qualified beneficiary is shown in this notice. The periodic payments can be made on a monthly basis.

Grace periods for periodic payments

Although periodic payments are due on the dates shown above, you will generally be given a grace period of 30 days after the first day of the coverage period to make each periodic payment. Your continuation coverage will be provided for each coverage period as long as payment for that coverage period is made before the end of the grace period for that payment. If you fail to make a periodic payment before the end of the grace period for that coverage period, you will lose all rights to continuation coverage under the Plan.

For more information

This notice does not fully describe continuation coverage or other rights under the Plan. More information about continuation coverage and your rights under the Plan is available in your summary plan description or from the Plan Administrator.

If you have any questions concerning the information in this notice, your rights to coverage, or if you want a copy of your summary plan description, you should contact JMA's Business Manager for the appropriate contact information.

For more information about your rights under ERISA, including COBRA, the Health Insurance Portability and Accountability Act (HIPAA), and other laws affecting group health plans, contact the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit the EBSA website at www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.)

Keep Your Plan Informed of Address Changes

In order to protect your and your family's rights, you should keep the Plan Administrator informed of any changes in your address and the addresses of family members. You should also keep a copy, for your records, of any notices you send to the Plan Administrator.

Bereavement Leave

JMA provides employees the opportunity to attend the funeral of an immediate family member and make arrangements for the funeral (if needed). All employees will be granted a funeral leave of absence, with pay, not to exceed three (3) scheduled working days to attend the funeral of a deceased family member, including: Spouse (or significant other), Brother, Grandchild, Child, Sister, Mother-in-law, Mother, Grandmother, Father-in-law, Father, Grandfather, Aunt, Uncle, Brother-in-law, Sister-in law, or Guardian.

A manager (which may be the Superintendent/Principal) who believes Bereavement Leave is being abused may request proof of death of the relative. In no event will employees receive funeral leave pay for any days they were not regularly scheduled to work. If an employee needs additional time-off beyond an approved funeral leave of absence, he/she should request PTO or a Family Medical Leave (FMLA) if applicable.

Holidays

Observed holidays are reflected on JMA's Board Approved School Calendar.

If an employee is not normally scheduled to work the day of the week that a holiday occurs or is observed, the employee would have the option to use PTO if they wish to get paid for that day. If the use of PTO then causes an employee to go over 40 hours a work in a week, they will not earn overtime, but rather straight pay for the PTO hours being used.

Worker's Compensation

JMA pays the full cost of worker's compensation insurance. Benefits are payable if you should be injured or become ill due to a work-related cause. Worker's compensation pays for medical treatment and for loss of income, if any, as well as life insurance benefits.

It is important that work-related injuries and illnesses are reported to Administration promptly. It is important that a formal claim is filed with the worker's compensation insurance carrier as soon as possible. This will help to ensure that you receive appropriate medical care and eligibility for benefits.

Communications

New Employee Orientation

The new employee orientation program at JMA is a combined effort between the Superintendent/Principal and supervisors, as appropriate. The Superintendent/Principal will acquaint you with the responsibilities of your new job. Typically new employee orientation is held the week before the first week of school during Staff Development. It includes various workshops, team building activities, orientation to insurance benefits for eligible employees, etc.

Notification of Important Information

Information will be regularly shared with you via your JMA e-mail account and you are expected to check your e-mail at least three times per day: before school, mid-day and at the end of the day. Certain announcements may be on paper and they will be delivered to your mailbox located in the teacher's workspace.

External Contacts

All inquiries from the news media, attorneys, regulatory agencies and other outsiders with whom JMA does not regularly interact through the normal course of business should be directed to the Superintendent/Principal for response.

Open Door Approach/Employee Concerns

Employees who have a question or concern about an employment relationship with JMA or work environment should first try to speak directly with an immediate supervisor or manager (which may be the Superintendent/Principal). If the employee feels that the manager (which may be the Superintendent/Principal) has not listened to the concerns, the Employee may then request to speak with the Superintendent/Principal (or the Board of Directors).

Employees will not be arbitrarily placed in circumstances that compromise their beliefs, values or safety. Issues or concerns of this nature should be immediately directed to your manager (which may be the Superintendent/Principal).

Conflict Resolution

Common reasons for conflicts include disagreement between the employee and his/her manager (which may be the Superintendent/Principal) regarding performance or conduct requirements, working conditions, and conduct of other employees including management. Resolving conflicts should be viewed as both JMA's and the employee's shared responsibility. Prompt and decisive resolution of conflicts contributes to effective working conditions.

The following guidelines apply to the administration of JMA's Conflict Resolution Procedure:

- Every employee complaint or problem is significant and is of concern to Administration.
- Every problem should be resolved as quickly and as close to the source as possible.
- Employees are encouraged to use the conflict resolution procedure without fear of retaliation.
- Conflict resolution procedure time limits are intended to be an incentive for prompt action.
- Any complaint, issue, or problem, which has not been resolved through application of JMA's "open door approach", may be referred for consideration through the following successive steps

of the conflict resolution procedure (this process will be overseen by the Superintendent/Principal or a designee):

STEP 1: An employee will present a written statement of the conflict to his/her manager (which may be the Superintendent/Principal). The manager (which may be the Superintendent/Principal) will evaluate the employee's statement, investigate facts and circumstances, interview other involved employees and respond to the employee within three (3) of the employee's regularly scheduled working days. If additional reasonable time is needed, the employee will be advised within the three-day period. If the manager (which may be the Superintendent/Principal)'s response is not satisfactory to the employee, he/she may refer the conflict to the next step.

STEP 2: The employee will present a written statement of the conflict to the Superintendent/Principal, who shall designate a member of Administration to meet with the employee. The Administration representative will evaluate the employee's complaint, investigate facts and circumstances, interview other involved employees and respond to the employee, in writing, within five (5) of the employee's regularly scheduled working days. If additional time is needed, the employee will be advised within the five-day period. If the Administration representative's response is not satisfactory to the employee, he/she may refer the conflict to the next step.

STEP 3: The employee will request to meet with the Superintendent/Principal to review the conflict and previously attempted resolution. The Superintendent/Principal will evaluate the employee's complaint, investigate facts and circumstances, interview other involved employees and respond to the employee, in writing, within ten (10) of the employee's regularly scheduled working days. **The resolution proposed by the school's Superintendent/Principal will be final.**

Performance and Conduct

Licensure, Registration and Certification

It is your responsibility to maintain any license, registration or certification required for the performance of your job. A copy of your current license, registration or certification is to be provided for your personnel file with Administration. Failure to maintain a current record of licensure, registration or certification may result in adjustment of your pay to reflect a non-licensed or non-certified status, or termination of your employment.

Performance Reviews

A member of the Administration will evaluate/review your performance with you throughout the course of the academic year and/or as appropriate on or near your employment anniversary date and/or the assignment to your current position. At least one of your evaluations will be conducted by the Superintendent/Principal. Your performance may also be reviewed more frequently if your manager (which may be the Superintendent/Principal) determines this to be necessary. Regular evaluation of performance provides an opportunity for both you and your manager (which may be the Superintendent/Principal) to review past work performance. Together you will identify opportunities for performance improvement, which will enhance your contribution to JMA's success and add to your personal success. Opportunity for improvement does not imply deficiency. If you are to achieve your full potential and if JMA is to achieve its objectives, every employee must be striving to enhance to his/her contributions.

At the time of your performance review, you will have an opportunity to participate in your evaluation. Two-way communication about your position and your performance will help to assure mutual understanding of expectations, for both you and your manager (which may be the Superintendent/Principal), and how those expectations will be met most effectively.

Classroom teachers will be observed many times throughout the academic year, both formally and informally. The evaluation process and rubrics will be reviewed during the Staff Development week.

Corrective Action Process

If there is a problem regarding your performance, conduct, or attendance, it will be brought to your attention by your manager (which may be the Superintendent/Principal). Depending on the severity of the problem, any, but not necessarily all, of the following steps may be followed to ensure that you have the opportunity to correct any deficiencies. However JMA reserves the right to alter the order described below, to skip corrective steps, to eliminate corrective steps or to create new or additional corrective steps depending on the facts and circumstances of each individual case.

STEP 1: Verbal Warning – In private, your manager (which may be the Superintendent/Principal) will discuss the problem with you. You will be given an opportunity to respond. Together, you should agree on what changes in your performance or conduct are necessary to meet expectations. This meeting will be appropriately documented, which record will be maintained in your personnel file.

STEP 2: Written Warning – If a performance, conduct, or attendance problem is sufficiently serious or a previously reviewed problem has not been resolved, your manager (which may be the Superintendent/Principal) may give you a written warning notice outlining the nature of the problem and expected performance, conduct, or attendance change. You will have an opportunity to respond. A copy of the warning notice will be maintained in your personnel file.

STEP 3: Suspension – If a performance, conduct or attendance problem is sufficiently serious or a previously reviewed problem has not been resolved your manager (which may be the Superintendent/Principal) may review the problem and expected improvement with you. He/she has the option to suspend you for up to five (5) days, with or without pay.

STEP 4: Termination – If a performance or conduct problem is sufficiently serious or a previously reviewed problem has not been resolved your employment may be terminated.

At any stage of the corrective action process, you may meet with your manager (which may be the Superintendent/Principal) and/or a representative of the Administration to be certain that your interests and perspective of the problem are being considered.

Every JMA employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in JMA's employ. Nothing in the corrective action process changes your relationship with JMA as an at-will employee. JMA may legally terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the School except the Superintendent/Principal has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above.

Gross Misconduct

The following conduct infractions are considered to be gross misconduct and are likely to result in immediate termination. These include, but are not limited to:

Insubordination
Harassment
Sexual Harassment
Theft
Unreported Absences
Falsifying Timesheets
Willful Destruction of JMA Property
Blatant Misrepresentation
Dishonesty
Breach of Confidentiality
Fighting
Gambling
Soliciting Tips
Any misconduct that endangers students or employees and/or infringes on their rights

Health, Safety and Security

General Security

If you see anyone who does not appear to be an employee, please use caution in challenging his/her presence. If the behavior is suspicious and/or not cooperative, contact the Superintendent/Principal, and/or the front office immediately. If no one is immediately present, dial 911 to request police assistance.

Any suspicion of unusual behavior or theft by an employee should be immediately reported to your manager (which may be the Superintendent/Principal) or the school's Superintendent/Principal.

Incident Reporting

In the event of a job-related illness or injury:

- Get appropriate first aid treatment immediately.
- Report the incident to your manager (which may be the Superintendent/Principal), who will assist you in completing a required incident report. The report must be completed within 24 hours of the incident to assure insurance coverage.
- If you are unable to work due to a job-related injury or illness, you may use accrued paid time-off (PTO), if applicable, for any period of disability not covered by Workers Compensation benefits.

Workplace Violence and Firearms

JMA is committed to providing a safe work environment. Employees who engage in violent acts or engage in behavior that threatens the safety of employees or visitors in the workplace will be subject to immediate disciplinary action, up to and including termination. JMA specifically prohibits the following activities:

- Engaging in, or threatening to engage in, an act of violence against an employee, visitor, parent or student or others in the workplace.
- Using or possessing any weapons or firearm on JMA property or while conducting JMA business.
- Storing any weapon in a vehicle, desk, purse, or any other repository on JMA property.

All employees are responsible for immediately reporting acts of violence or threatening behavior to his/her manager, the Superintendent/Principal, and/or Administration.

Disaster and Emergency Preparedness Plan

You are expected to understand and follow emergency procedures for fire and severe weather. The Superintendent/Principal or a designee will assist you in understanding your responsibilities in the event of an emergency.

Smoking

To protect your own health and the health of the people around you, employees are discouraged from smoking at any time. If you need to take a smoke break, please do so within the break times allowed. Smoking is not permitted inside any JMA space or on any JMA property.

Leaving JMA

Voluntary Separation (Resignation)

In order to maintain uninterrupted services to our students, a reasonable notice period is expected. JMA reserves the right to pay a terminating employee in lieu of notice. It is requested that the following notice suggestions be followed:

- 1. Non-exempt and exempt administration employees** provide at least two (2) weeks advance notice in writing.
- 2. Classroom Teachers** provide at least four (4) weeks advance notice in writing.

Involuntary Separation (Termination or Layoff)

Special efforts are made to ensure that every employee has the opportunity to meet performance requirements. However, for a variety of reasons, separation of employment by termination or layoff may be necessary. The most common reasons for termination include lack of ability to perform job functions, lack of desire to perform the work required, failure to meet conduct requirements, failure to report to work and/or other attendance problems. A layoff would be due to decreased workload, reorganization and/or other events that eliminate the work performed by the employee. Whenever involuntary termination is considered, the responsible manager (which may be the Superintendent/Principal) is required to review the situation with the school's Superintendent/Principal and/or the Board Chair.

Exit Interviews

Whenever possible, and as time allows, an exit interview will be arranged with an Administrator if you have voluntarily terminated your employment with JMA. We value your feedback to help make JMA a better place to work. Also, a final meeting provides an opportunity to cover details such as health, dental and short-term disability continuation. This is also a good time to be sure that all keys and other JMA property have been returned.

Retirement

JMA has no set age for retirement. If you decide to retire, discuss your intent with the school's Superintendent/Principal. He/she, along with appropriate personnel will assist you in initiating the process.

Final Pay

If you resign or terminate your employment, your final paycheck is available on the next scheduled payday following your last day worked.

COBRA Administration

If you terminate your employment, you will be eligible to continue the insurance plans for 18 months, if currently enrolled, by paying the full cost of the plans. A letter will be mailed to you explaining the process of continuation and the costs to do so. This process is under a federal law known as COBRA. See Benefits Continuation (COBRA) section in this handbook for more details.

Employment References

If another employer is seeking information relating to you or another current or former employee for the purpose of employment, it is JMA's policy to verify dates of employment, employment classification, and position title. All inquiries should be referred to Administration. **Note:** Performance related information will not be released.

Employment Verifications

If another organization requires employment verification in order to process/approve a financial transaction (ie. mortgage loan), please refer all verifications to Administration.

Re-employment

You may apply for re-employment through the normal employment application and interviewing process. In considering re-employment, your previous exemplary employment record, reason for separation, your employment record since separation, the likelihood of continued employment and other factors will be considered. Previous employment in and of itself does not ensure any special consideration.

Workplace Policies

POLICY: FRAGRANCES IN THE WORKPLACE

In an effort to accommodate employees who may have a severe allergic or asthmatic reaction to the use of fragrances and scented personal care products and chemicals (e.g., perfume, cologne, scented lotion/soap, etc.), employees are encouraged to use their best judgment when wearing and using fragrances and scented products in the workplace.

If you have questions concerning this policy, or you are unsure of your ability to comply, please discuss the situation with the Superintendent/Principal.

POLICY: DRESS CODE

Employees contribute to the culture and reputation of JMA in the way they present themselves. A professional appearance is essential to a favorable impression with students, parents and staff. Good grooming and appropriate dress reflect employee pride and inspire confidence on the part of such persons.

The Administration may exercise good discretion when determining appropriateness in appearance. **Employees who do not meet a professional standard (i.e. business casual) may be sent home to change and non-exempt employees will not be paid for that time off.** Some basic essentials of appropriate dress include the need for clothing to be neat and clean. A reasonable standard of dress rules out jeans, tight (spandex) or short skirts or pants, tank tops, halter-tops, flip-flops or any extreme

in dress, accessories or hair. Open toed shoes are strongly discouraged as it might inhibit the ability maintain control in certain situations. It is impossible and undesirable to define an absolute code for dress. JMA will apply a rule of reason on a case-by-case basis but expects that staff will dress in a business-casual type fashion, unless otherwise specified by Administration.

Administration may make exceptions for special occasions. An employee unsure of what is appropriate should check with the Superintendent/Principal.

POLICY: OVERTIME

JMA pays wages and provides compensation in a manner that meets the staffing objectives of the organization and is in full compliance with the provisions of the Fair Labor Standards Act (FLSA). All positions held by JMA employees are classified as either non-exempt (hourly) or exempt in accordance with the FLSA.

- Non-exempt employees are eligible for payment of overtime at the rate of one and one-half (1-1/2) times their regular rate of pay. Overtime is paid for hours authorized and worked in excess of 40 hours in one work week. Earned paid time-off (PTO) and holiday time paid during the work week is not considered time worked for the purpose of calculating overtime.
- Exempt employees are not eligible for payment of overtime.

The work week, for all JMA employees, is the seven-day period beginning on Sunday and ending on the following Saturday.

JMA Tutoring Time – From time to time, there may be an opportunity for JMA teachers to earn an hourly stipend to tutor students. The Administration will make these opportunities known to the JMA Staff as they become available.

The Superintendent/Principal must approve, in advance, any overtime to be worked. Overtime worked must be reported on the employee's timesheet and approved by the manager (which may be the Superintendent/Principal).

POLICY: FAMILY AND MEDICAL LEAVE ACT (FMLA)

As an employee of JMA, you have rights under the Family Medical Leave Act (FMLA). Approval of a leave will depend upon the reason for the leave, applicable regulations, operational impact of your absence and other factors. The terms of the leave including length, availability of employment at the end of the leave, continuation of benefits while on leave and other terms will depend on the same and other factors.

To be eligible for FMLA benefits, an employee must:

- Have worked for JMA for a total of 12 months.*
- Have worked at least 1,250 hours over the previous 12 months.*

Eligible employees are granted up to a total of 12 work weeks of **unpaid** leave during any 12-month period for one or more of the following reasons:

- For the birth and care of the newborn child of the employee.
- For placement with the employee of a son or daughter for adoption or foster care.
- To care for an immediate family member (spouse, child or parent) with a serious health condition.
- To take medical leave when the employee is unable to work because of a serious health condition.

Under some circumstances, employees may take FMLA leave intermittently – which means taking leave in blocks of time or by reducing their normal weekly or daily work schedule.

Employees must provide medical certification, from an appropriate health care provider, supporting the need for leave due to a serious health condition affecting the employee or an immediate family member.

The U.S. Department of Labor Employment Standards Administration indicates that it is the employer's option to require employees to use accrued paid time-off (PTO) to cover a FMLA leave. Therefore, when FMLA leave has been requested and approved, JMA will require the employee to use PTO hours for the first 40 hours of leave. After the initial 40 hours, and if applicable, the employee may also have the option to use short-term disability (if the employee is eligible for coverage). Upon exhausting the initial 40 hours of PTO hours and short-term disability coverage, the employee is required to use accrued PTO hours.

Each situation is unique based on the reason for and length of the leave. Administration will be available to assist employees with the specifics of their FMLA leave request.

* Special rules for returning armed services reservists under USERRA may apply.

POLICY: ELECTRONIC RESOURCES

JMA recognizes that an effective public education system develops students who are globally aware, civically engaged, and capable of managing their lives and careers. Jean Massieu Academy also believes that students need to be proficient users of information, media, and technology to succeed in a digital world.

Therefore, JMA will use electronic resources as a powerful and compelling means for students to learn core subjects and applied skills in relevant and rigorous ways. It is JMA's goal to provide students with rich and ample opportunities to use technology for important purposes in schools just as individuals in workplaces and other real-life settings. JMA's technology will enable educators and students to communicate, learn, share, collaborate and create, to think and solve problems, to manage their work, and to take ownership of their lives.

JMA under the direction of the Superintendent or designee has planned for strong electronic educational systems that support innovative teaching and learning, appropriate staff development opportunities and developed procedures to support this policy.

These procedures are written to promote positive and effective digital citizenship among students and staff. Digital citizenship represents more than technology literacy: successful, technologically fluent digital citizens live safely and civilly in an increasingly digital world. They recognize that information posted on the Internet is public and permanent and can have a long-term impact on an individual's life and career. Expectations for student and staff behavior online are no different than face-to-face interactions.

Network

The district network includes wired and wireless computers and peripheral equipment, files and storage, e-mail and Internet content (blogs, web sites, web mail, groups, wikis, etc.). The district reserves the right to prioritize the use of, and access to, the network.

All use of the network must support education and research and be consistent with the mission of the district.

Acceptable network use by district students and staff includes:

- Creation of files, projects, videos, web pages and podcasts using network resources in support of educational research;
- Participation in blogs, wikis, bulletin boards, relevant social networking sites and groups and the creation of content for podcasts, e-mail and web pages that support educational research;

- With parental permission, the online publication of original educational material, curriculum related materials and student work. Sources outside the classroom or school must be cited appropriately;
- Staff use of the network for incidental personal use in accordance with all district policies and guidelines;
- Staff desiring to connect personal electronic devices such as laptops, tablets, and cellphones to the district network must first check with Administration to confirm that the device is equipped with up-to-date virus software, compatible network card and is configured properly. *Connection of any personal electronic device is subject to all guidelines in this document.*

Unacceptable network use by district students and staff includes but is not limited to:

- Personal gain, commercial solicitation and compensation of any kind;
- Downloading, installation and use of games, audio files video files or other applications (including shareware or freeware) without permission or approval from Administration;
- Support or opposition for ballot measures, candidates and any other political activity;
- Hacking, cracking, vandalizing, the introduction of viruses, worms, Trojan horses, time bombs and changes to hardware, software, and monitoring tools;
- Unauthorized access to other district computers, networks and information systems;
- Cyberbullying, hate mail, defamation, harassment of any kind, discriminatory jokes and remarks;
- Information posted, sent or stored online that could endanger others (e.g., bomb construction, drug manufacture);
- Accessing, uploading, downloading, storage and distribution of obscene, pornographic or sexually explicit material; and
- Attaching unauthorized equipment to the district network. Any such equipment will be confiscated and destroyed.

The district will not be responsible for any damages suffered by any user, including but not limited to, loss of data resulting from delays, non-deliveries, mis-deliveries or service interruptions caused by his or her own negligence or any other errors or omissions. The district will not be responsible for unauthorized financial obligations resulting from the use of, or access to, the district's computer network or the Internet.

Internet Safety: Personal Information and Inappropriate Content

- Students and staff should not reveal personal information, including a home address and phone number, on web sites, blogs, podcasts, videos, wikis, e-mail or as content on any other electronic medium.
- Students and staff should not reveal personal information about another individual on any electronic medium.
- No student pictures or names can be published on any class, school or district web site unless the appropriate permission has been verified according to district policy.
- If students encounter dangerous or inappropriate information or messages, they should notify the appropriate school authority.

Internet Safety: Filtering and Monitoring

Filtering software is used to block or filter access to visual depictions that are obscene and all child pornography in accordance with the Children's Internet Protection Act (CIPA). Other objectionable material could be filtered. The determination of what constitutes "other objectionable" material is a local decision.

- Filtering software is not 100% effective. While filters make it more difficult for objectionable material to be received or accessed; filters are not a solution in themselves. Every user must take responsibility for his or her use of the network and Internet and avoid objectionable sites;
- Any attempts to defeat or bypass the district's Internet filter or conceal Internet activity are prohibited: proxies, https, special ports, modifications to district browser settings and any other techniques designed to evade filtering or enable the publication of inappropriate content;
- E-mail inconsistent with the educational and research mission of the district will be considered SPAM and blocked from entering district e-mail boxes;
- The district will provide appropriate adult supervision of Internet use. The first line of defense in controlling access by minors to inappropriate material on the Internet is deliberate and consistent monitoring of student access to district computers;
- Staff members who supervise students, control electronic equipment or have occasion to observe student use of said equipment online, must make a reasonable effort to monitor the use of this equipment to assure that student use conforms to the mission and goals of the district; and
- Staff must make a reasonable effort to become familiar with the Internet and to monitor, instruct and assist effectively.

Copyright

Downloading, copying, duplicating and distributing software, music, sound files, movies, images or other copyrighted materials without the specific written permission of the copyright owner is generally prohibited. However, the duplication and distribution of materials for educational purposes are permitted when such duplication and distribution fall within the Fair Use Doctrine of the United States Copyright Law (Title 17, USC) and content is cited appropriately.

All student work is copyrighted. Permission to publish any student work requires permission from the parent or guardian.

Network Security

Passwords are the first level of security for a user account. System logins and accounts are to be used only by the authorized owner of the account, for authorized district purposes. Students and staff are responsible for all activity on their account and must not share their account password.

These procedures are designed to safeguard network user accounts:

- Change passwords according to district policy;
- Do not use another user's account;
- Do not write passwords for district services on paper;
- Do not store passwords in a file without encryption;
- Do not use the "remember password" feature of Internet browsers; and
- Lock the screen, or log off, if leaving the computer.

Student Data is Confidential

District staff must maintain the confidentiality of student data in accordance with the Family Education Rights and Privacy Act (FERPA).

Privacy

The district provides the network system, e-mail and Internet access as a tool for education and research in support of the district's mission. The district reserves the right to monitor, inspect, copy, review and store, without prior notice, information about the content and usage of:

- The network;
- User files and disk space utilization;
- User applications and bandwidth utilization;

- User document files, folders and electronic communications;
- E-mail;
- Internet access; and
- Any and all information transmitted or received in connection with network and e-mail use.

No student or staff user should have any expectation of privacy when using the district's network. The district reserves the right to disclose any electronic message to law enforcement officials or third parties as appropriate. All documents are subject to the public records disclosure laws of the State of Texas.

JMA Equipment Use

All JMA Employees will agree to check out the JMA equipment listed on the Equipment Check-Out Form, and willingly accept full responsibility to return the equipment in working order upon the due date. He/she will have automobile, homeowner's or renter's insurance to cover the replacement cost of the equipment in the event of theft, damage, or natural disaster during transport or use. JMA staff assumes responsibility to supervise use and guarantee return of the equipment in working order. Repairs and replacement costs will be charged to the staff member if the equipment is found to be damaged or missing.

JMA staff members agree that the use of school technology equipment is not for personal reasons and will be used for purposes that benefit the education of district students, and agree to return the equipment to school if the technology staff requests upgrades or cleaning for the equipment during the loan period. No software will be installed or removed, and no changes in settings will be made while it is on loan. All district technology policies and guidelines for technology usage will apply to the equipment's use during the loan period.

POLICY: PARTICIPATION IN ONLINE FORUMS, SOCIAL MEDIA AND OTHER PUBLIC VENUES

Employees should remember that any messages or information sent on JMA provided equipment to one or more individuals via an electronic or other network, for example, internet mailing lists, bulletin boards, social media tools and online services (collectively, "Online Tools" or "Social Media"), are often labeled automatically as originating with JMA. You should not assume any posting by you is or will remain anonymous, even if it appears to be.

JMA recognizes that participation in some Social Media may be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to technical area. Or administration may find helpful information through education-specific bulletin boards or chat rooms.

Remember that use of Social Media during work hours should be for business purposes.

Employees who participate in Social Media, whether at work or on their own time, must adhere to the following rules:

- Know and follow JMA's other employment policies. For example, employees must not engage in any communication that violates JMA's policy prohibiting sexual and other unlawful harassment, JMA's conduct rules or JMA's policy regarding confidential information or be violative of any state and/or federal statutes.
- Identify yourself when relevant and if you publish something about JMA, the work you do, or any subjects associated with JMA, use a disclaimer that the views expressed are exclusively your own. Your disclaimer should say something like, "I am an employee of JMA. However, the views I express on this site are my own and do not represent those of JMA."
- Respect all copyright, trademark, confidentiality and financial disclosure laws.

- Follow the rules and policies of any specific website or forum you are on.
- Remember that what you write is public and will be in existence for a long time.
- Do not disclose confidential or propriety information or that of others. This is especially true of business information and personal information of others such as home address or names of co-worker's family without their permission.
- Do not give the individual name or the company name of any co-worker, JMA family, or vendor without the explicit permission of that person or company. If in doubt, don't name them.
- JMA expects its employees to be courteous and respectful toward supervisors, co-workers, students, families and any other persons associated with JMA. Do not engage in any personal attacks on such individuals.
- Disclose any conflicts of interest and issue corrections where needed.
- **It is inappropriate for a JMA staff member to be linked with a JMA student on any social network for any reason and doing so WILL result in termination.**

POLICY: DRUG AND ALCOHOL USE

Alcohol

The possession, storage, transfer or consumption of alcoholic beverages, or being under the influence thereof, during the work day, including breaks and meal periods, or at any time on JMA premises (including JMA parking lots), within School vehicles, or personal vehicles used for JMA business, or at any vendor or other project or work site, or in any other location while working, is a violation of this policy and will not only result in termination but will also result in possible regulatory consequences, as well as civil and/or criminal prosecution. Employees may also be subject to a lawfully adopted drug and alcohol testing policy.

Drugs

Drugs are defined as any behavior-modifying product, including marijuana. Employees are prohibited from possessing, storing, transferring or using such substances, or reporting for work under the influence of drugs, unless JMA receives prior notice from the employee and satisfactory confirmation from a health care provider that the drug has been prescribed to the employee for a current condition. Even in such cases, however, if the drug affects the employee's ability to perform the essential functions of his or her position, or if use of the drug poses a threat to the health and safety of the employee, co-workers, customers, vendors or the public, the Employer may restrict or prohibit its use.

Apart from these limited exceptions, the possession, storage, transfer or consumption of such drugs, or being under the influence thereof, during the work day, including breaks and meal periods, or at any time on JMA premises (including JMA parking lots), within School vehicles, or personal vehicles used for JMA business, or at any vendor or other project or work site, or in any other location while working, is a violation of this policy and will not only result in termination but will also result in possible regulatory consequences, as well as civil and/or criminal prosecution. Employees may also be subject to a lawfully adopted drug and alcohol testing policy.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through JMA's health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all JMA policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause JMA any undue hardship.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify JMA of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with the school's Superintendent/Principal without fear of reprisal.

Required Testing

Reasonable Suspicion: Employees are subject to testing based upon (but not limited to) observations by their supervisor of apparent workplace use, possession or impairment. Administration or the school's Superintendent/Principal shall be consulted before sending an employee for testing. All levels of supervision making this decision must utilize the "Reasonable Suspicion Documentation" to document specific observations and behaviors that create a reasonable suspicion that the person is under the influence of illegal drugs and/or alcohol. If the results of the "Reasonable Suspicion Documentation" indicate further action is justified, the manager (which may be the Superintendent/Principal) should confront the employee with the documentation and with another member of management. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility. A member of supervision / management must escort the employee; the supervisor/manager will make arrangements for the employee to be transported home.*

Post-accident: Employees are subject to testing when they cause or contribute to accidents that seriously damage a JMA vehicle, equipment, or property and/or result in an injury to themselves or another employee requiring off-site medical attention. A probable belief circumstance will be presumed to arise in any instance involving a work-related accident or injury in which an employee who was operating a motorized vehicle (i.e. JMA vehicle) is found to be responsible for causing the accident. In any of these instances, the investigation and subsequent testing must take place within two (2) hours following the accident, if not sooner. *Under no circumstances will the employee be allowed to drive himself or herself to the testing facility.*

Religion

No Staff member associated with JMA shall distribute religious, pornographic or political materials to students or staff.

Additionally, all school related performances/demonstrations/lessons on JMA property, whether they be oral, visual, written or musical may not contain religious references* nor profanity/offensive material. (*"Religious references" meaning not the permitted references as detailed below nor the permitted references to religious beliefs in the work or act of fulfilling a work-related assignment).

The same rule applies during both curricular and non-curricular times *except* for any student-initiated religious club held after school on JMA property or for a church that might be renting the property on certain days as allowed under contract/lease. A student may post an announcement of a club meeting for a religious interest that is held only on the property and such announcement may reference "Christian" or a religious name. No announcements may be made for outside religious organizations or churches nor include religious expressions that do not contribute to the information on the announcement.

JMA is a public school and it shall not sponsor school prayer nor a student-led prayer. School personnel may hold a group meeting with a religious purpose such as *private prayer* provided that they do so in their free time, *outside* the presence of students and so as not to impose on non-participating employees. Students may voluntarily pray in a group, provided that they do so in their free time, in an inconspicuous place such as a remote area of a hallway or the like and that they do not do so in a disruptive manner nor impose upon non-participating students.

Texas law requires students to recite pledges of allegiance to the U.S. and Texas flags once during each school day even though "God" is referenced in each pledge. Students, if they so desire, may be excluded from recitation of the pledge(s) of allegiance upon written request of a parent or guardian.

JEAN MASSIEU ACADEMY (JMA)

Confidentiality Agreement

This Agreement is made between _____("EMPLOYEE") and **Jean Massieu Academy (JMA)** on _____20__.

EMPLOYEE will perform services for JMA which may require JMA to disclose confidential and proprietary information ("Confidential Information") to EMPLOYEE. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Employee's services for JMA, the business or operations of JMA, and/or the products, plans, processes, or other data of JMA). Accordingly, to protect the JMA Confidential Information that will be disclosed to EMPLOYEE, the EMPLOYEE agrees as follows.

- A. EMPLOYEE will hold the Confidential Information received from JMA in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others.
- B. EMPLOYEE will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by JMA.
- C. EMPLOYEE will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for JMA.
- D. EMPLOYEE will, upon the request or upon termination of his/her relationship with JMA, deliver to JMA any notes, documents, equipment, and materials received from JMA or originating from its activities for JMA.
- E. JMA shall have the sole right to determine the treatment of any information **that is part or project specific** received from EMPLOYEE, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as JMA may deem appropriate.
- F. JMA reserves the right to take disciplinary action, up to and including termination for violations of this agreement.

EMPLOYEE represents and warrants that it is not under any preexisting obligations inconsistent with the provisions of this Agreement.

Signing below signifies that the EMPLOYEE agrees to the terms and conditions of the agreement stated above.

Jean Massieu Academy (JMA)

EMPLOYEE

Human Resource Signature

Employee Signature

Date: _____

Date: _____

RETAIN THIS COPY WITH YOUR HANDBOOK

JEAN MASSIEU ACADEMY (JMA)

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Jean Massieu Academy (JMA)

EMPLOYEE

Human Resource Signature

Employee Signature

Date: _____

Date: _____

Please SIGN THIS PAGE AND RETURN IT TO ADMINISTRATION TO BE PLACED IN THE EMPLOYEE'S PERSONNEL FILE

**WELCOME TO THE
JEAN MASSIEU ACADEMY**

Employee and Volunteer Acknowledgment Form

I acknowledge that I have received a copy of the Jean Massieu Academy (JMA) Employee Handbook. It is my responsibility to read and familiarize myself with the handbook. I agree that if there is any information in this Employee Handbook that I do not understand, I will seek clarification from Administration.

I understand that JMA is an "at will" employer and that either JMA or the employee can terminate the employment relationship at any time, with or without cause. It also is understood that neither party has an obligation to base a decision to terminate the employment relationship on any reason other than the decision not to continue the relationship. It is further understood that nothing contained in this Handbook is intended to create nor shall be construed as creating a contract of employment, express or implied, or a guarantee of employment for a definite or indefinite term.

In addition, I understand that this Employee Handbook incorporates all of JMA's policies, practices and procedures in effect on the date of publication and thereafter. JMA's policies, practices and procedures are continually evaluated and may be amended, modified or rescinded at any time. Currently in effect are the school board adopted TASB recommended public school policies. *Nothing in this handbook may be construed as a contract nor a substitute for the official School Board adopted policies.*

My signature on this page serves as an acknowledgment of my responsibility to keep this Employee Handbook current as changes are issued.

Please sign and date this receipt and return it to Administration.

Date: _____

Name: _____

Printed Name: _____

***PAGE TO BE SIGNED BY EMPLOYEE AND PLACED IN
THE EMPLOYEE'S PERSONNEL FILE***