
Crown Pointe Academy of Westminster "Crown Pointe Academy" Employment Policies

The Director will maintain an employment handbook detailing the policies listed here and summarizing information about the school's general policies, procedures, benefits, and rules of conduct. All employees will sign a form stating that they have seen and understand the details in the handbook.

INDEX

	Page
A. General Provisions	2
1. Employment-At-Will	2
2. Employment Contracts	2
3. Equal Employment Opportunity	2
4. Harassment	3
5. Employee Assignments and Transfers	4
6. Immigration Reform and Control Act of 1986	4
7. Employment of Minors	4
8. Employment of Relatives	4
9. Criminal Background Checks	4
B. Benefits	4
1. Insurance	4
2. Leaves of Absence	4
a. Personal Leave	4
b. FMLA Leave	5
c. Sabbatical Leave	5
d. Jury Duty	5
e. Military	6
f. Workers' Compensation	6
g. General Provisions for all leaves of absence	6
3. Flexible Time Off	6
4. Medical Leave Bank	7
5. Employee Sick Leave Bank	7
6. Bereavement Pay	8
7. Group Insurance Plans	8
8. Workers' Compensation Insurance	8
9. Public Employee Retirement Account, PERA	9
10. Educational Assistance and Professional Memberships	9
C. Personnel Status	9
1. Employment Classifications	9
2. Job Sharing	9
3. Tardiness and Absence	10
4. Termination	10
5. Corrective Action	11

6. Time Records - Signing In and Out	11
7. Break and Meal Periods	11
8. Personnel Records	11
9. Promotion and Transfer	12
D. Compensation	12
1. Payday	12
2. Payroll Deductions	12
3. Garnishment/Levies	12
4. Additional Pay	12
E. Training and Development	12
1. Employee Review and Performance Evaluations	12
2. Position Descriptions	12
F. Work Rules and Performance Standards	13
1. Job Performance	13
2. Misconduct	13
3. Accident Reports	13
4. Employee Concerns and Grievances	14
5. Alcohol, Drugs, Controlled Substances and Smoking	14
6. Outside Activities	14
7. Political Activities	14
8. Staff-Student Relations	15
9. Personal Appearance	15
10. Business Expense Reporting	15
11. Conflict of Interest	15
12. Community Activities	15
13. Child Abuse/Neglect	16

A. GENERAL PROVISIONS

1. EMPLOYMENT-AT-WILL

Employment is with the mutual consent of the employee and Crown Pointe Academy. Consequently, both the employee and Crown Pointe Academy have the right to terminate the employment relationship at any time, with or without cause or advance notice. This employment-at-will relationship will remain in effect throughout employment with Crown Pointe Academy, unless it is specifically modified by a written agreement signed by the employee and the President of the Academy Board and the Director of Crown Pointe Academy. This employment-at-will relationship may not be modified by any oral or implied agreement and is not modified by any statement in the School's employment policies or in any employment handbook.

2. EMPLOYMENT CONTRACT

Employees of Crown Pointe Academy will be required to sign an at-will contract covering up to one school year. This contract is a commitment made between Crown Pointe Academy and the employee. The employment contract supersedes all other employee agreements.

3. EQUAL EMPLOYMENT OPPORTUNITY

Crown Pointe Academy is committed to equal employment opportunity for all qualified persons, without regard to race, color, religion, ancestry, national origin, sex, sexual orientation, marital status, disability, age, or status as a veteran of the armed services or lawful activities away from work (per state statute) to the extent required by law. This applies to all employment practices, including hiring, promotions, training, disciplinary action, termination, and benefits.

All employees will show respect and sensitivity toward all other employees, and will demonstrate a commitment to the school's equal opportunity objectives. Violations of this policy should be reported immediately to the Director. If in the event the Director is in violation it should be immediately reported to the President of the Academy Board.

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

Crown Pointe Academy is committed to full compliance with the federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States.

4. HARASSMENT

Crown Pointe Academy will maintain a learning and working environment that is free from unlawful harassment, including sexual harassment. It is prohibited for anyone to harass a student or an employee through conduct or communication of a sexual nature. Unlawful sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal, visual, or physical conduct of a sexual nature when:

1) submission to the conduct is made a condition of employment; 2) submission to or rejection of the conduct is used as the basis for an employment decision affecting the harassed employee; or 3) the harassment has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Examples of sexual harassment include unwelcome sexual flirtations, advances, or propositions; verbal abuse of a sexual nature; subtle pressure or requests for sexual activities; unnecessary touching of an individual; graphic comments about an individual's body; a display in the work place of sexually suggestive objects or pictures; sexually explicit or offensive jokes; or physical assault.

If employees believe that they are being harassed in any way they should report the facts of the incident or incidents to their supervisor or the Director immediately, without fear of reprisal. In the event that the Director is the involved party the facts of the incident or incidents should be reported to the Academy Board President immediately, without fear of reprisal. In determining whether the alleged conduct constitutes unlawful harassment, the totality of the circumstances, such as the nature of the conduct and the context in which the alleged incident occurred, will be investigated. Violation of this policy may result in disciplinary action, up to and including termination.

The school will discipline any individual who retaliates against any person who reports alleged discriminatory harassment or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing relating to a discriminatory harassment complaint.

5. EMPLOYEE ASSIGNMENTS AND TRANSFERS

Employees are assigned to specific instructional positions within Crown Pointe Academy, by the Director. Assignments may be changed at any time when it is believed that the best interests of the educational program will be served. Assignments or transfers shall not be made on a discriminatory basis in violation of Sections A (3) or (4) of this policy.

6. IMMIGRATION REFORM AND CONTROL ACT OF 1986

As an ongoing condition of employment, documentation will be provided by the employee to verify identity and legal authority to work in the United States.

7. EMPLOYMENT OF MINORS

Employees under the age of 18 must have a valid Work Permit and High School Diploma, or Certificate of Proficiency. Employment will be restricted by the terms and conditions of the Work Permit, as well as the provisions of state and federal law.

8. EMPLOYMENT OF RELATIVES

Relatives of employees will receive the same consideration as any other applicant for a job opening and will not be accorded preferential treatment in employment matters. However, related employees are not permitted to work under the direct supervision of each other. In addition, Crown Pointe Academy may require a related employee to transfer if there is a conflict that cannot be resolved. For the purpose of this policy relatives are defined as the employee's grandparents; parents, spouse, domestic partner, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law or child.

9. CRIMINAL BACKGROUND CHECKS

Criminal background checks will be completed on all employees. Online CBI checks will be done yearly on all employees. Non-certified employees will have FBI background checks done every five years. The employee has an obligation to report post hire convictions to the Director.

The Director will inform the Colorado Board of Education "CDE" and the Academy Board any post hire convictions that the director has knowledge of.

The results of the background checks on the Director will be reviewed by the Academy Board President and Secretary.

B. BENEFITS

1. INSURANCE

The school will strive to maintain insurance benefits similar to what is provided by other charter schools in the surrounding area.

2. LEAVES OF ABSENCE

Crown Pointe Academy will make leaves of absence available to employees as follows:

a. Personal Leave - (a leave of absence for a compelling personal reason that is not medically related) Employees will submit a written request 30 calendar days prior to start date of the requested leave period. Employees who have completed at least two years of continuous service may submit a written request for a personal leave of absence, without pay, for any length of time up to a maximum of 20 working days. Written

requests must state the beginning and ending dates. Requests for personal leaves will be granted at the discretion of the Director, based on the facts and circumstances surrounding each individual request. The Director must inform the Academy Board of the leave prior to granting the request.

Employees who return to work at the end of a personal leave will be returned to their former job classification. An employee must wait 24 calendar months from the return date of their prior leave before submitting a request for new leave of absence. No more than two personal leaves of absence throughout the school will be permitted at any one time. Crown Pointe Academy will maintain insurance benefits as provided before the leave.

b. Family Medical Leave Act “FMLA” - (a leave of absence that relates to pregnancy, adoption, medical, family and other leaves that fall under FMLA guidelines)

Employees are allowed earned leave to run concurrent or in addition to the amount of time allowed under FMLA guidelines (refer to hours accrued in Section (B -3) Flexible Time Off). Crown Pointe Academy will maintain insurance benefits as provided before the leave. Employees will pay their share, if applicable, of health and dental benefits after 30 days of unpaid leave. The employee will make payment of their share to Crown Pointe Academy on or before the 20th of the month for the following month's premium. Failure to make payment will result in the full amount owed being deducted from the first pay check after the employee returns from leave unless arrangements have been made with the Director. In the event an employee fails to return to work from FMLA leave, any amount owed from the employee's portion plus the premiums paid by the school during the leave after the initial 30 days will be deducted from the accrued salary owed to the employee.

c. Sabbatical Leave - Sabbatical leave with pay is not available to employees at Crown Pointe Academy. However, a leave of absence may be requested in accordance with Crown Pointe Academy's personal leave policy.

d. Jury Duty - (a leave of absence for jury duty) Employees who are called to serve on jury duty will be paid the difference between their regular pay and all moneys paid to them by the court, for a maximum of five working days. Employees who are required to serve for more than five working days may take time off, without pay, for the balance of the time. Upon completion of jury duty, a Verification of Attendance Form must be presented to Crown Pointe Academy. Employees who are excused from jury duty for the day, or are excused early, should report to work when it is practical to do so. If an employee is called to serve on jury duty at a time that would unreasonably interfere with normal educational and business operations, they may request that the required service be rescheduled for a later date that would be more convenient for Crown Pointe Academy. In any event, employees should follow the directions of the Court and Jury Commissioner that has called them for service and no employee will suffer adverse employment actions due to proper jury service.

e. Military - (a leave of absence for required military service) Crown Pointe Academy will comply with applicable state and federal law concerning leaves for military service.

f. Workers' Compensation - (a leave of absence for a work-related illness or injury) Crown Pointe Academy will comply with applicable state and federal law concerning leaves for work-related illness or injury. Employees on leave because of work-related illness or injury will be reviewed on an individual basis by Crown Pointe Academy.

g. The following general provisions apply to all leaves of absence:

1. Failure to return to work on the first work day following the expiration of an approved leave of absence will be considered a voluntary termination.
2. Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
3. Employees on leave of absence must communicate with Crown Pointe Academy, generally every 30 days, or at such other times as are appropriate and agreed, given the nature, purpose and expected length of their leave regarding their status and anticipated return to work date.
4. All leaves of absence must be approved in advance, in writing, by the Director in accordance with personal leave and FMLA guidelines.

3. FLEXIBLE TIME OFF "flex days"

Full time salaried and hourly employees will be eligible to earn up to nine days of temporary leave with pay (flex days) during each school year. Part-time employees will have prorated days based on the number of hours they work in a regular week. If an employee is hired after the beginning of the school year, the flex days will be prorated based on the days left in the school year.

In the cases other than emergencies, the employee shall notify the administration in advance so that necessary arrangements can be made for leave days. In the case of emergencies, substitute plans prepared at the beginning of the year by the employee will be used.

Unused flex days may be reimbursed, accumulated into a Medical Leave Bank carried year to year, or a combination of the two. Employees must submit written notification to the administration before June 1 of each year indicating the distribution of unused flex days. Unused flex days will be reimbursed at the rate of 50% the daily wage, up to a maximum of \$50 per unused day.

4. MEDICAL LEAVE BANK

Unused flex days may be accumulated up to 21 days into a Medical Leave Bank These days may be used for paid leave during the illness of the employee, spouse, child, parent, mother-in-law, or father-in-law. The Medical Leave Bank may be accessed for leave with pay after using three flex days. If the employee does not have three flex days available, the employee will use their remaining flex days prior to using days from their Medical Leave Bank. To use days prior to using days from their Medical Leave Bank, a physician's written statement will be required that certifies the need for the leave and

estimates the length of the time the employee will be unable to work. Days may be used in part or in full from the Medical Leave Bank.

At termination any unused Medical Leave Bank Days will be reimbursed at the rate of 50% the daily wage, up to a maximum of \$50 per unused day.

5. EMPLOYEE'S SICK LEAVE BANK

Employees have the option to participate in an Employee's sick Leave Bank on a voluntary basis. All staff are eligible to participate. Staff enrolling the Employee Sick Leave Bank will automatically donate one day of their flex days to the Employee Sick Leave Bank each September 1, to be covered with bank insurance for that school year. Participation in the Employee Sick Leave Bank will be made in writing no later than August 15. Staff hired after August 15 will not have the opportunity to participate in the Employee Sick Leave Bank for that school year. Staff withdrawing from membership in the Employee Sick Leave Bank will not be able to withdraw any days that were previously contributed.

Employee Sick Leave Bank days can only be withdrawn for an individual staff member's illness. Request for use of Employee Sick Leave Bank days must be accompanied by a letter from the attending physician certifying that the staff member is unable to fulfill the contractual obligations and explaining the medical reason.

Any staff applying for Employee Sick Leave Bank benefits must have used at least 21 consecutive leave days (with any combination of cumulative leave days and/or leave without pay) prior to making application. Any remainder of the staff member's Flexible Time Off or Medical Leave Bank will be the staff member's new balance.

The number of days available to each staff member participating in the Employee Sick Leave Bank each year will be the number of days in the Employee Sick Leave Bank divided equally among the members participating in the Employee Sick Leave Bank that year. Fractional days will not apply. A staff member who withdraws days from the Employee Sick Leave Bank will not be required to replace such days except as a regular contributing member to the Employee Sick Leave Bank. Any remaining days for each member's portion at the end of the school year will go into the Employee Sick Leave Bank to be divided equally among the participants the following year.

6. BEREAVEMENT PAY

Full time and part-time employees will be eligible for paid Bereavement Leave Time. Full-time employees will receive up to three days of pay and part-time will receive a pro rata amount per incidence, based on their work schedule. This leave is granted to arrange or attend the funeral of an immediate family member. Immediate family member for the purpose of this policy is defined as the employee's grandparents, parents, spouse, domestic partner, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, or child. Employees who require more than three days away from work may request a personal leave of absence, subject to the provisions of Crown Pointe Academy's leave of absence policy. Bereavement pay will not be considered as hours worked for the calculation of overtime.

7. GROUP INSURANCE PLANS

Full time, salaried, and full-time, hourly employees will become eligible for enrollment

in Crown Pointe Academy's group plans on the first day of the month after 30 days of employment, subject to the provisions of the insurance carriers. The amount of the school's contribution for part-time employees is prorated according to the percentage of the full-time hours worked by the employee.

Crown Pointe Academy provides a flexible benefit allotment for each fulltime employee which is to be used towards benefit premiums.

If the employee does not need or does not desire the benefits offered, the benefit allotment reverts back to Crown Pointe Academy. Detailed information about the plans will be made available at the time of employment for new employees and time of open enrollment for current employees. A full-time employee is anyone who works an average of 35 hours a week.

Each employee and his/her dependants covered by the school's group health or dental plans have the right to Consolidated Omnibus Budget Reconciliation Act "COBRA" continuation coverage when coverage would otherwise end because of a life event known as a "qualifying event".

8. WORKERS' COMPENSATION INSURANCE

All employees are automatically covered by Workers' Compensation Insurance at the time they are hired. Crown Pointe Academy pays 100% of the premiums for this important coverage. The following benefits are provided to employees who sustain a work-related injury or illness:

- partial wage replacement for periods of disability;
- medical care including medicine, hospital, doctor, X-rays, crutches, etc.;
- rehabilitation services, if necessary.

It is important that any work-related injury or illness be reported to the Director as soon as it happens, regardless of how minor it may be. It is also important to get proper first aid and/or medical attention immediately from an approved designated provider. If it is after hours, go to the nearest emergency facility, checking with an approved facility as soon as possible.

A list of employer approved designated providers is available in the front office.

9. PUBLIC EMPLOYEES RETIREMENT ACCOUNT "PERA"

Crown Pointe Academy participates in PERA. All employees are entitled to this benefit. The employee contributes a designated percentage of his or her salary and Crown Pointe Academy contributes the amount as of the employee's salary as defined by law. More information on this plan maybe requested from PERA. Crown Pointe Academy and its employees do not pay into Social Security.

10. EDUCATIONAL ASSISTANCE AND PROFESSIONAL MEMBERSHIPS

Where it can be demonstrated that Crown Pointe Academy will benefit from an employee's participation in an educational program or professional organization, a portion or all of the related expenses may be paid by Crown Pointe Academy. Requests for payment of expenses related to educational programs and professional organizations must be approved in advance by the Director.

C. PERSONNEL STATUS

1. EMPLOYEE CLASSIFICATIONS

Crown Pointe Academy employee classifications and descriptions are as follows:

Full-Time Employee -- average hours of work each week are at **least 35**.

Part-Time Employee -- average hours of work each week are **less than 35**.

Non-exempt Employee-- eligible to receive overtime pay in accordance with state and federal law.

Exempt Employee -- not covered by the overtime provisions of state and federal law.

Administrators, managers, teachers, counselors, and librarians are salaried, exempt employees.

Educational assistants and other aides, school secretaries, and custodians are classified as hourly, non-exempt employees.

2. JOB SHARING

All job shares must be approved by the Board on an annual basis. Job sharing may be available when it serves the best interest of the school. The school's ability to meet its work requirements will be the primary consideration. Job sharing shall be applied or reapplied for on an annual basis six months prior to the next school year in the form of a written proposal. If unable to fill both positions in the job share, the staff member requesting the job share will be expected to continue in their full time position. There will be no more than three job shares per school year and only one job share per classroom. New hires for job shares will job share with an experienced teacher. Best efforts will be made to hire a job sharer with similar teaching styles, personalities and expectations. Job share positions will be handled on a case by case basis and are subject to regular hiring practices.

If a job share is not serving the school's needs, the Director and the Academy Board may, at any time, terminate the job share agreement. If neither job sharer desires full-time employment, the position may be posted. When a job shared position is returned to one full-time position, the following will be considered in deciding who will be given the option of remaining in the position on a full-time basis:

- work productivity
- cost or savings for overtime and absenteeism, training and turnover
- length of service to the school
- education, certification or qualifications
- staff evaluations
- other relevant factors

If one job sharer is sick the other job sharer will be given first consideration to cover during their absence. If one job sharer is on vacation or is absent for more than five consecutive days, the other job sharer may fill in on a full-time basis until the partner returns to work, unless the Director approves a substitute. Status and benefits will be reviewed if this arrangement exceeds the length of pre-approved leave (see FMLA provisions if applicable).

If one job sharer quits the job-sharing program, the remaining job sharer may be required to assume the job full-time until a replacement is hired and trained. Job sharers are required to attend parent teacher conferences. Job sharers may be required to attend certain meetings during their normal unscheduled time at the discretion of the director. Job sharers, who do not attend staff development offered by the school, shall pay for their own equivalent staff development. If salaried, there will be no additional pay or compensatory time for these hours.

Salary will be paid on a prorated basis. Vacation and sick leave accumulations will be provided on a prorated basis. Benefits will be provided to eligible job sharers based on the school's existing policies for regular, part-time employees. The cost of job share positions will be reviewed annually.

3. TARDINESS AND ABSENCE

Employees must work their assigned schedules as consistently as possible Excessive absenteeism and tardiness are grounds for disciplinary action, including termination. Employees unable to report to work for any reason must notify the Director or Director's designee. Crown Pointe Academy reserves the right, at its sole discretion, to determine what constitutes a compelling reason for absence or tardiness.

4. TERMINATION

A voluntary termination is a termination that is initiated by the employee. Crown Pointe Academy requests at least ten working days written notice before voluntary termination.

Involuntary termination is termination initiated by Crown Pointe Academy for reasons other than changing business conditions.

A layoff is a termination of employment that results from changing business conditions which necessitate a reduction in staff. Whenever Crown Pointe Academy determines, at its sole discretion, a layoff should occur, the following factors will be among those considered: Versatility, qualifications, skill, ability, performance, efficiency, attitude, and dependability. The factors mentioned above generally guide decisions on involuntary termination and layoff. Nonetheless, both involuntary termination and layoff decisions may be made "at will" at the sole discretion of Crown Pointe Academy.

5. CORRECTIVE ACTION

Crown Pointe Academy will make reasonable efforts consistent with "at will" status, to insure that employees are treated fairly when Crown Pointe Academy policies and regulations are broken or work performance or behavior is in need of improvement. In cases of behaviors deemed to be correctable, Crown Pointe Academy will generally use a three-part corrective action procedure designed to offer employees a reasonable opportunity to improve situations. The progressive three-part corrective action is as follows:

1. Verbal Warning:
2. Written Warning
3. Suspension or Termination.

NOTHING IN THIS POLICY SHALL BE DEEMED TO CHANGE THE
AT-WILL STATUS OF EMPLOYMENT OF ANY STAFF MEMBER.

6. TIME RECORDS -- SIGNING IN AND OUT

Employees are required to sign in when they report to work at the beginning of each day. Employees may not sign in for another employee or knowingly allow someone else to sign in for them. Violations of this policy may result in disciplinary action, up to and including termination.

7. BREAK AND MEAL PERIODS

Nonexempt employees who work at least three and one half hours in a workday will receive a ten minute paid break period for each four hours of work, or major fraction thereof. Break periods will be scheduled as close to the middle of each four hour work period as possible.

Nonexempt employees who work more than five hours in a workday will receive an unpaid meal period of at least 30 minutes. However, employees who do not work more than six hours in a workday may voluntarily agree to waive their right to a meal period.

8. PERSONNEL RECORDS

A personnel folder for each employee shall be maintained in the School office. In addition to the application for employment and references, such folders shall contain records and information relative to compensation, payroll deductions, evaluations and information as may be considered pertinent. All personnel records shall be considered confidential. They shall not be opened for public inspection. An employee shall have the right, upon request, to review the contents of that person's own personnel file, with the exception of references and recommendations provided to the School on a confidential basis by organizations or persons not connected with the School. Lists of School employee's names and addresses shall not be released for general public use. By law, employee's contracts, benefits and salaries are public information.

9. PROMOTION AND TRANSFER

It is Crown Pointe Academy's intent to give qualified employees preference over others when filling job openings within the school. However, because of the experience, skills, and educational requirements of many jobs, promotions and transfers from within the school are not always possible. An employee's past performance, experience, attitude, qualifications, and potential are all important factors that will be considered in making promotion and transfer decisions.

D. COMPENSATION

1. PAYDAY

Employees are paid on the last working day of each month. Employees are paid over a twelve month period. Crown Pointe Academy requires its employees to use the Direct Deposit system. This means that on payday an employee's pay will be directly deposited into a checking and/or savings account of the employee's choice.

2. PAYROLL DEDUCTIONS

Crown Pointe Academy will comply with applicable state and federal laws regarding tax

and other required deductions. Other deductions may be taken mutual agreement between Crown Pointe Academy and the employee.

3. GARNISHMENT/LEVIES

Legal garnishment will be honored by Crown Pointe Academy according to Federal and State regulations.

4. ADDITIONAL PAY

Employees working additional, Director approved, hours must record their hours.

E. TRAINING AND DEVELOPMENT

1. EMPLOYEE REVIEW AND PERFORMANCE EVALUATIONS

The Director will be responsible for reviewing the job performance of all employees. Employees will receive a formal performance review/evaluation at least once per year. Written performance evaluations will include commendation for good work, as well as specific recommendations for improvement. Employees will have the opportunity to discuss their performance evaluation with the Director

2. POSITION DESCRIPTIONS

Employees will be given a position description before they start to work. Position descriptions will summarize duties and responsibilities. Crown Pointe Academy reserves the right to revise and update position descriptions deemed necessary and appropriate.

F. WORK RULES AND PERFORMANCE STANDARDS

1. JOB PERFORMANCE

Employees may be disciplined, up to and including termination, for poor job performance, as determined by the Director. Some examples of poor job performance are as follows:

- below average work quality or quantity;
- poor attitude, including rudeness, or lack of cooperation;
- excessive absenteeism, tardiness, or abuse of break and meal privileges;
- failure to follow instructions or school policies and procedures;
- leaving school grounds during regular work hours without authorization of administration

2. MISCONDUCT

Employees may be disciplined, up to and including termination, for Misconduct. Some examples of misconduct are as follows:

- insubordination;
- abuse, misuse, theft, or the unauthorized possession or removal of Crown Pointe Academy property or the personal property of others;
- falsifying or making a material omission on Crown Pointe Academy records, reports, or other documents, including payroll, personnel, and employment records;
- divulging confidential school information to unauthorized persons;
- disorderly conduct on school property, including fighting or attempted bodily injury, or the use of profane, abusive, or threatening language

- toward others, or possession of a weapon;
- violation of any law adversely affecting the school, or conviction in court of any crime which may cause the employee to be regarded as unsuitable for continued employment;
- violation of the school's or school district's alcohol, drugs, and controlled substances policy;
- marking or signing the time record of another employee or knowingly allowing another employee to mark or sign your time record.

The examples listed in both paragraph F (1) and F (2) above is not exhaustive and does not limit the employer's right to terminate employment "at will", but is provided to illustrate the kinds of behavior that will commonly have adverse consequences.

3. ACCIDENT REPORTS

Accident reports will be filed on every accident that takes place on school property, or involves a school vehicle, involves students or staff on school-sponsored trips, including staff members on authorized school business trips. Such reports are required whether or not there are any immediate evident injuries or damage to property. The Director shall establish procedures for filing accident reports, and shall make sure reports include details that 1) might be helpful in preventing similar accidents in the future, 2) are needed for filing insurance claims, and 3) might be important in case of litigation.

4. EMPLOYEE CONCERNS AND GRIEVANCES

Employees are to raise their work-related concerns with the individual involved as soon as practical without involving others. If the concern is still unresolved, the employee should bring their concern to the attention of the Director. If the concern is unresolved at the Director level, then the matter may be presented to the Academy Board. If the concern relates to discriminatory harassment, the employee may choose not to address the issue directly with the alleged harasser, and instead proceed directly to the next level in the chain of command.

5. ALCOHOL, DRUGS, CONTROLLED SUBSTANCES AND SMOKING

Crown Pointe Academy complies with the Drug Free Work Place Act of 1988. It is Crown Pointe Academy's intent and obligation to provide a drug free, healthful, safe and secure work environment. Employees are expected and required to report on time in an appropriate mental and physical condition for work. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance on School premises or while conducting business off School premises is absolutely prohibited. Drug abuse is a safety and security problem. Drug dependency is considered an illness and a major health problem. Employees needing help in dealing with such problems are encouraged to contact the Director or the health insurance plan, as appropriate. Conscientious effort to seek such help will not jeopardize any employee's job. Employees must, as condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute. A report of a conviction must be made within five days after the conviction to the Director. (This requirement is mandated by the Drug Free Work Place Act of 1988.) Violations of this policy will result in disciplinary action, up to and including termination, and will be referred for prosecution. Smoking and the use of tobacco products by students or adults shall be prohibited on School property. This shall include school buildings, grounds and sites used by the School.

6. OUTSIDE ACTIVITIES

Full time employees are prohibited from engaging in outside employment without the prior written approval of the Director. In addition, all employees are prohibited from engaging in outside employment, private business, or other activity, that interferes, or creates a conflict of interest, with the school.

7. POLITICAL ACTIVITIES

Employees have the same fundamental civic responsibilities and privileges as other citizens. Among these, are campaigning for an elective public office and holding an elective or appointive public office. Any employee who intends to seek election to a public office shall notify the Director in writing as soon as is practicable. The communication shall identify the office for which that person intends to seek, and the decision concerning the continuation of School employment. In the event that the decision is to continue employment, the employee shall identify the requisite terms and conditions. The Director shall meet with and discuss these matters with the employee involved, and will present a proposed solution to the Board for consideration. The essential element to be determined by the Board is whether the activities proposed by the employee are compatible with the time requirements for fulfilling that person's responsibilities to the School. The Board shall determine the terms and conditions under which the employee may continue employment as that person seeks or holds such office. In connection with campaigning, no employee shall use school facilities, equipment, or supplies; nor shall the employee discuss the campaign with school personnel during the working day; nor shall any time during the workday be used for campaigning purposes.

8. STAFF-STUDENT RELATIONS

In relations with students, employees will:

- communicate with students honestly and with understanding of the unique needs of individual students;
- make oneself available for student conferences and assistance;
- maintain positive relationships with students;
- demonstrate enthusiasm for each student's learning;
- establish a classroom climate that is supportive of, and encourages appreciation of cultural and ethnic diversity
- respond to students with accurate, timely information.

Employees have unique opportunities to make positive impacts on students and should utilize opportunities to their fullest potential.

9. PERSONAL APPEARANCE

Employees should take pride in their appearance and strive to achieve a positive educational and business-like image when representing the school. Employees should use good judgment in determining dress and appearance while at work. The Director will establish guidelines for professional dress.

10. BUSINESS EXPENSE REPORTING

Employees will be reimbursed for all approved business related expenses, upon submission of accurate and receipted expense reports to Crown Pointe Academy.

11. CONFLICTS OF INTEREST

No employee will engage on or have financial interest, directly or indirectly, in any activity that conflicts or raises a reasonable question of conflict. With their duties and responsibilities at school or is contrary to law. Employees will not engage in work of any type where information concerning student, customer, client, or employer originates from any information available to them through school sources without written permission of the Director. An employee will not sell any books, instructional supplies, musical instruments, equipment, or other school supplies to any student, to that person's parents/guardians, who attends the school without written permission of the Director. There should be no conflict of interest in the supervision and evaluation of employees. Employees may not receive money for tutoring a student in a subject for which they assign grades to that student.

12. COMMUNITY ACTIVITIES

Employees have a professional responsibility, which extends beyond the duties assigned and beyond the regular hours of service. This responsibility is to seek opportunities to interpret the school to members of the community. This responsibility also imposes the need to exercise restraint in offering casual personal opinions, which may be accepted as factual information. Therefore, employees should be well informed concerning the educational philosophy, goals, policies, regulations and programs of the school so that questions can be answered accurately and in an objective manner. Employees are encouraged to become active in community groups and support related activities whenever possible.

13. CHILD ABUSE/NEGLECT

Because of their sustained contact with school age children, school employees are in an excellent position to identify abused or neglected children and to refer them for treatment or protection. School employees are mandated by Colorado Law (The Child Protection Act of 1987) to report child abuse or neglect, as those terms are legally defined, when they know of such abuse or neglect or reasonably suspect it. The obligation to report rests on each individual employee. If an employee knows of or reasonably suspects child abuse or neglect, they should *immediately* report this behavior to both the School Director and the Adams County Department of Social Services. If the employee is uncertain whether abuse or neglect is involved or whether there is sufficient cause to suspect abuse or neglect, they are encourage to consult with the Director, who can give appropriate advice or convene a team to determine if a report is warranted before reporting to Social Services. The person acting or reporting in good faith shall be immune from any civil or criminal liability. Failure to report is a Class II petty offense, punishable by a fine. Civil liability for damage may also ensue. A School Abuse/Neglect team composed of the Director, school counselor and a representative from the agency from which nursing services are contracted shall be instituted to assist the employee in gathering the necessary information to make a report to the Adams County Department of Social Services if deemed necessary. School employees have no investigative responsibilities in suspected abuse or neglect cases.

Crown Pointe Academy will conduct regular staff in-services on child abuse reporting to help employees be informed and remain vigilant in meeting this responsibility. Time is of the essence in reviewing such matters and making report. All employees must understand that the real rule is: when in doubt, report.

Adopted: February 18, 2009

Reviewed:

Revised:

Rationale: Rewritten into new format consolidating all existing policies and add job share. Bill Bethke reviewed the policy; recommendations incorporated.

Clarified leaves of absences, added Employee Sick Leave Bank. 2015 removed CPA G number and removed any mention of Adams County School District # 50. To be in alignment of new Charter Contract Authorizer.