

**• SUSSEX ACADEMY  
EMPLOYEE HANDBOOK**

## I. Table of Contents

1. <i>Employment at Will</i> .....	1
2. <i>Anti-Discrimination Policy</i> .....	1
3. <i>Anti-Harassment Policy</i> .....	1
4. <i>Reasonable Accommodations</i> .....	3
5. <i>Diversity Policy</i> .....	4
6. <i>Dispute Resolution</i> .....	4
7. <i>Whistleblower Policy</i> .....	5
8. <i>Proof of Right to Work</i> .....	5
9. <i>Categories of Employees</i> .....	5
10. <i>Employee Classification under Fair Labor Standards Act</i> .....	6
11. <i>Staff Evaluation</i> .....	6
12. <i>Personnel Records</i> .....	7
13. <i>Pay Periods</i> .....	7
14. <i>Raises Related to Advanced Education</i> .....	7
15. <i>Overtime</i> .....	7
16. <i>Payroll Errors</i> .....	8
17. <i>Insurance</i> .....	8
18. <i>Continuation of Health-Care Coverage</i> .....	10
19. <i>Workers' Compensation Insurance</i> .....	11
20. <i>Annual Leave and Sick Payouts</i> .....	11
21. <i>The Sunshine Fund</i> .....	11
22. <i>Staff Work Hours</i> .....	12
23. <i>Time and Attendance Records</i> .....	12
24. <i>Mandatory Faculty Meetings</i> .....	12
25. <i>Lateness or Absence</i> .....	13
26. <i>Substitute Folders</i> .....	13
27. <i>Leaving School Grounds</i> .....	13
28. <i>Travel</i> .....	13
29. <i>Travel Reimbursement Guidelines</i> .....	14
30. <i>Holidays</i> .....	14
31. <i>Severe Weather and Emergency Conditions</i> .....	15
32. <i>Bereavement</i> .....	16
33. <i>Leave of Absence</i> .....	16
34. <i>Sick Leave</i> .....	16
35. <i>Annual Leave</i> .....	16
36. <i>Military Leave</i> .....	17
37. <i>Jury Duty and Appearance as Witness</i> .....	18
38. <i>The Family and Medical Leave Act</i> .....	18
39. <i>Mandatory Reporting</i> .....	21
40. <i>Drug and Alcohol-Free Workplace</i> .....	24
41. <i>Screening for Substance Abuse</i> .....	25
42. <i>Criminal and Arrest Records</i> .....	26
43. <i>Smoking</i> .....	26
44. <i>Dress Expectations</i> .....	26

45.	<i>Confidentiality</i> .....	26
46.	<i>Unsatisfactory Employee Performance and Discipline</i> .....	27
47.	<i>Disciplinary Due Process</i> .....	27
48.	<i>Public Relations and Speaking to the Media</i> .....	27
49.	<i>Office Equipment and Supplies</i> .....	28
50.	<i>Parking</i> .....	28
51.	<i>Mailboxes</i> .....	28
52.	<i>Keys</i> .....	28
53.	<i>Money from Students</i> .....	28
54.	<i>Computer, Internet, &amp; Email Policy</i> .....	28
55.	<i>Electronic Monitoring</i> .....	30
56.	<i>Social Media</i> .....	31
57.	<i>Notice of Right to Inspect</i> .....	33

## **EQUAL EMPLOYMENT OPPORTUNITY**

### **1. Employment at Will**

All employees are at-will. At-will employment means that either the employee or the Academy may terminate the employment relationship at any time, with or without notice, and with or without cause. Nothing in this Handbook or in any other document or statement, whether written or oral, will alter the at-will nature of the employment relationship between the Academy and its employees.

No Academy employee is authorized to enter into an agreement with any employee for employment other than at-will. To change the at-will nature of employment, the change must be initiated by the Executive Board expressly documented in a written contract signed by the Academy's Board President.

### **2. Anti-Discrimination Policy**

The Sussex Academy (the "Academy") provides equal employment opportunity to all employees and applicants, without regard to race, color, gender, pregnancy, national origin, ancestry, religion, political affiliation, age (over 40), genetic information, marital status, sexual orientation, disability, or any other classification protected by federal, state, or local law.

This policy governs the Academy's conduct in all employment decisions, including recruitment, selection, training, promotion, compensation, utilization, termination, and all other terms and conditions of employment. It is the responsibility of every employee to conscientiously follow this policy. Any employee who believes he or she has observed a violation of this policy must report it to his or her supervisor or other manager immediately. Failure to do so may result in disciplinary action, up to and including possible termination.

### **3. Anti-Harassment Policy**

All employees and students have a right to enjoy an environment free of discrimination and harassment. The Academy expressly prohibits unlawful harassment. Violation of any provision of this policy may result in discipline, up to and including termination.

#### **a. Definition of "Harassing Conduct"**

For the purposes of this policy, harassing conduct is defined as any unwelcome verbal, physical, or visual conduct that is based on any characteristic protected by law when:

- the behavior can reasonably be considered to adversely affect the work environment;
- an employment decision affecting the employee is based upon the employee's acceptance or rejection of such conduct; or
- it has the purpose or effect of interfering with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

Harassing conduct can take many forms and includes, but is not limited to: slurs; jokes; statements; gestures; impeding or blocking another's movement or otherwise physically interfering with normal work; or pictures, drawings, or cartoons based upon any characteristic protected by law.

Sexually harassing conduct in particular includes all of these prohibited actions, as well as other unwelcome conduct, such as: 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 workplace of sexually suggestive objects or pictures; sexually explicit or offensive jokes; or physical assault. Sexually harassing conduct can be by a person of either the same or opposite sex.

#### **b. Policy against Harassing Conduct**

The Academy strives to maintain a workplace that fosters mutual employee respect and promotes harmonious, productive working relationships. The Academy believes that harassment in any form constitutes misconduct that undermines the integrity of the employment and educational relationship.

Therefore, the Academy is committed to an environment that is free of sexual harassment (which includes harassment based on gender, pregnancy, childbirth, or related medical conditions), as well as harassment based on such factors as race, color, national origin, ancestry, religion, political affiliation, age (over 40), genetic information, marital status, sexual orientation, or disability.

The prohibition against harassment applies equally to all persons in the workplace, including supervisors, co-workers, and non-employees such as students.

#### **c. Duty to Report Harassing Conduct**

The Academy understands that victims of harassment may be embarrassed and reluctant to report acts of harassment for any number of reasons, such as fear of being blamed, concern about retaliation, or because it is difficult to discuss such matters openly with others. However, the Academy has a duty to protect all employees from harassing conduct in the workplace, and therefore requires employees to report any incident of harassment immediately. Prompt reporting of inappropriate conduct enables the Academy to take the corrective action necessary to stop the behavior before it becomes severe or pervasive.

Any employee who observes, or believes he or she has observed, any harassing conduct in the workplace must report that conduct immediately. The report should be made to the employee's direct supervisor unless the supervisor is the individual engaged in the harassing conduct. In that case, or if there is any other reason why the employee would feel uncomfortable reporting the conduct to his or her direct supervisor, the report should be made to any member of management.

#### **d. Investigation of a Report of Harassment**

Every reported complaint of harassment will be investigated thoroughly and promptly. Typically, the investigation will include the following steps: (1) an interview of the individual

who lodged the harassment complaint to obtain complete details regarding the alleged harassment; (2) interviews of anyone who is alleged to have committed the act of harassment; and (3) interviews of any third parties who may have witnessed or who may have knowledge of the alleged harassment.

The investigating official will notify the complainant of the results of the investigation. The investigation will be handled in as confidential a manner as possible consistent with a full, fair, and proper investigation.

**e. Corrective Action**

Corrective action will be taken if the results of the investigation indicate that wrongful conduct has occurred. Corrective action may include, for example: training, referral to counseling, or disciplinary action ranging from a verbal or written warnings to termination of employment, depending on the circumstances.

**f. Non-Retaliation**

The Academy prohibits retaliation of any kind against an individual who, in good faith, reports harassment or discrimination or who assists in the investigation of such a complaint. If an employee feels that he or she has been subjected to any form of retaliation, the employee must report that conduct to his or her immediate supervisor, other member of management, or Human Resources without delay.

**4. Reasonable Accommodations**

The Academy complies with Title VII of the Civil Rights Act, the Americans with Disability Act, and all applicable state and local laws prohibiting discrimination on the basis of disability or religion. In addition to the policies articulated in its Anti-Discrimination and Anti-Harassment Policies, the Academy is committed to making reasonable accommodations for an individual's disability or religion, as required by law.

**a. Religious Accommodations**

The Academy will make reasonable accommodations for employees whose religion includes observances, practices, or beliefs that conflict with the Academy's schedules, programs, or terms and conditions of employment, where such accommodations can be made without undue hardship on the conduct of the Academy's business and operations.

Where a reasonable accommodation is provided, the Academy may require that any employee provide advance notice, in writing, of the need to adjust his or her schedule or job duties.

**b. Disability Accommodations**

A qualified individual with a disability who believes that he or she is in need of a reasonable accommodation should contact Human Resources to begin the process of identifying an acceptable reasonable accommodation. Individuals are encouraged to request a reasonable

accommodation as early as possible, before performance issues arise. A written request is preferred, but not required.

Where reasonable, the Academy reserves the right to request a medical examination and/or documentation regarding the individual's disability, functional limitations associated with the disability, and the need for a reasonable accommodation.

## **5. Diversity Policy**

The concept of diversity stresses respect for all human differences. Diversity is an asset that provides a balance of different viewpoints, perspectives and strengths. The Academy is committed to promoting diversity for the mutual benefit of employees and students.

The Academy's commitment to diversity encompasses all aspects of its business, including employee relations, student recruitment and retention, the curriculum and academic life. Gender, racial, ethnic, cultural, religious and other differences enrich the educational and social environment where individuals teach, learn and work. In demonstrating its commitment to diversity, The Sussex Academy will continue supporting the pluralistic community it serves, which complements its philosophy and mission.

## **6. Dispute Resolution**

The Academy is committed to providing effective means for staff to voice concerns and address complaints. Whenever possible, it is committed to working collaboratively to resolve concerns as expeditiously as possible. To that end, concerns and complaints should be addressed in the following manner:

- All complaints shall be initiated at the lowest level, so as to resolve the differences as quickly and harmoniously as possible. This means that employees should first discuss their problem or concern with the person or persons who have been the source of the complaint.
- If a satisfactory resolution is not reached, the employee shall present the complaint to his or her Team Leader, or to the most immediate supervisor who has the authority to make adjustments. Where practicable, the issue should be elevated within 7 days of the initial problem.
- If a satisfactory resolution is not reached within 5 days, the staff member may present the problem to the Director(s) in writing. The complaint must be signed and dated by the employee. The Director(s) will meet with the staff member and attempt to reach a mutually-agreeable resolution.
- If a satisfactory resolution is not reached within 5 days, the staff member may present his or her problem to the Board President. The Board President will establish a meeting date and time for the employee to present the problem to the Executive Board, and will notify the employee of the meeting. The Board will render a decision within 7 days of the meeting and notify the employee in writing of that decision.

The dispute resolution procedure is intended to resolve problems before they negatively impact the work environment. Any decision rendered by the Executive Board is final, and not subject to appeal within the Academy. The Academy reserves the right to deviate from the dispute resolution procedure where appropriate, in light of relevant circumstances.

## **7. Whistleblower Policy**

The Academy is committed to maintaining the highest standards of financial integrity and organizational ethics. The Academy therefore fosters an environment in which all employees work and strive for the best interests of the organization. Any Academy employee who becomes aware of, or believes that financial malfeasance, sexual or other harassment, child abuse or neglect, or illegal activity has occurred is encouraged to disclose or report such wrongdoing immediately:

- Should the employee think another employee, not a Director, is responsible for or involved in misconduct governed by this policy, the employee should report such wrongdoing to any Director. The Director will inform the Board of Directors of the allegation. The Board will then immediately investigate the allegation and take appropriate action.
- Should the employee think that a Director is involved in, or through collusion is responsible for, misconduct governed by this policy, the employee should report such misconduct to another member of the Board of Directors. The Director will inform the Board of Directors of the allegation. The Board will then immediately investigate the allegation and take appropriate action.

All allegations will be thoroughly investigated and, to the extent possible, information disclosed during the investigation will remain confidential. Legal action in the best interest of the Academy will be pursued where appropriate.

The Academy prohibits retaliation against any employee who discloses or reports financial malfeasance, sexual or other harassment, or other illegal activity in good faith. Good faith means that the employee has a reasonably held belief that the disclosure being made is true and is not being made for personal gain or for other ulterior motive.

## **TERMS AND CONDITIONS OF EMPLOYMENT**

### **8. Proof of Right to Work**

In compliance with the Immigration Reform and Control Act of 1986 (IRCA), as amended, the Academy is committed to employing only individuals who are legally authorized to work in the United States. The Academy will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. As an ongoing condition of employment, and in accordance with federal law, all employees will be required to provide documentation verifying their identity and legal authority to work in the United States.

### **9. Categories of Employees**

**Full-Time.** An employee who is regularly scheduled to work at least 37.5 hours per week.

**Part-Time.** An employee who is regularly scheduled to work less than 37.5 hours per week.

**Temporary/Intermittent.** Employees who are hired with a set termination date, for a special project, or in an emergency situation. Temporary or intermittent employees are not eligible for benefits.

Independent contractors are not employees, and are therefore not eligible for benefits. All other employees are eligible for benefits only as specifically provided in this Handbook, and in applicable plan documents.

## **10. Employee Classification under Fair Labor Standards Act**

All employees will be classified as “exempt” or “non-exempt” in accordance with the Fair Labor Standards Act (FLSA). An employee’s FLSA classification will be indicated on his or her job descriptions. If you have any questions about your classification, please contact the school administration.

**Exempt Employees.** Employees who meet the criteria of executive, administrative, or professional employees as defined under the FLSA. Exempt employees are expected to work the hours necessary to fulfill and accomplish their job duties. Administrators and teachers are exempt employees under the FLSA.

**Non-Exempt Employees.** Employees who are not exempt from the overtime requirements of the FLSA. Non-exempt employees will be compensated for any hours worked over 40 per week at a rate of one-and-one-half times their regular rate of pay. Leave time is not considered time worked in calculating overtime compensation. Due to budget restrictions, all overtime work by non-exempt employees must receive prior approval from the employee’s manager. Non-exempt employees are not eligible for Comp. Time.

## **11. Staff Evaluation**

The Directors will conduct annual evaluations of all employees. Performance evaluations may be completed more than once a year, as deemed necessary by the employee’s supervisor and/or the Directors. The objective of the annual reviews is to assess the strengths, weaknesses, and growth of an employee in his or her work performance. In addition, employee reviews provide a basis for potential salary adjustments.

Teaching staff will be evaluated using the Delaware Performance Appraisal System (DPAS IIR). Annually, teachers will complete and submit all relevant documentation and evidence in accordance with the DPAS IIR Teacher Guide. Each teacher will receive a minimum of three observations within a two-year period. The evaluations will be discussed with the teacher and placed in that teacher’s personnel file.

Other employees will receive a narrative evaluation from a Director.

## **12. Personnel Records**

A personnel file will be established for each employee at the time of employment. Personnel files are kept confidential to protect both the employee and the Academy. Only individuals with a legitimate business purpose will be granted access to the personnel files.

A current employee who wishes to review his or her personnel file must make the request in writing and may make such a request no more than once in any twelve-month period. Review of a personnel file by an employee must be done in the presence of a designated representative in the Personnel Office.

## **COMPENSATION AND BENEFITS**

### **13. Pay Periods**

Employees will receive 26 paychecks for the school year. All employees are required to use direct deposit. The State now issues paycheck information to state employees through ePay. An employee identification number and password are required to access this information.

The ePay system can be accessed at: <https://phrstrapd.spo.state.de.us/>. For assistance with login issues, employees may call 1-866-751-7833.

### **14. Raises Related to Advanced Education**

Salary adjustments related to an employee's completion of a course of study will be implemented at the beginning of the school year following completion. Due to budgetary constraints, salary adjustments will not be made mid-year.

Employees who have or will become eligible for a salary adjustment due to additional education must inform the Director of Finance & Operations, in writing, by February 1 in order to receive an adjustment for the upcoming school year. Evidence that all of the required paperwork has been submitted to the Delaware Department of Education ("DOE") must be received by the Director of Finance & Operations no later than June 1. A salary adjustment will only be made if and when the DOE finds that a change is warranted under applicable standards.

### **15. Overtime**

Non-exempt employees are paid at a rate equal to one and one-half times the employee's normal hourly rate for all time worked in excess of forty (40) hours per week. No employee may work more than 40 hours in any week without the advance approval of management. Employees who fail to obtain proper approval prior to working overtime may be subject to discipline.

When earned, overtime is paid in the next regular paycheck and may not be accumulated. Exempt employees do not qualify to receive overtime pay.

## **16. Payroll Errors**

The Academy complies with applicable local, state, and federal laws, and does not make improper deductions from employees' paychecks. If you believe that an improper deduction has been made, or any other error has occurred, you should immediately report the error to the Finance Director. Reports of payroll errors will be promptly investigated. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any errors.

## **17. Insurance**

### **a. Group Health**

Employees may elect membership in plans offered by Blue Cross-Blue Shield or Aetna. Full-time employees are responsible for a portion of the health premium and the State of Delaware will be responsible for the remainder of the premium. Part-time employees enrolling in group health insurance will be responsible for the entire premium.

### **b. Dental Insurance**

Employees may elect membership in plans offered by Delta Dental or Dominion Dental. All employees are responsible for their own premiums.

### **c. Blood Bank**

Membership in the Blood Bank is a paid benefit to full-time employees. Employees enrolling are responsible for either a blood or cash donation when they are notified by the Blood Bank (approximately every 22 months). Part-time employees may participate in the Blood Bank by paying for their own membership through a one-time, annual payroll deduction.

### **d. Open Enrollment**

Benefits open enrollment for Aetna Health Care, Blue Cross Blue Shield, Delta Dental, Dominion Dental, EyeMed Vision Care, and the Blood Bank is held every year during the month of May. The new benefits you choose during the open enrollment period will start July 1 of that year. You will be locked into the benefits you have chosen until the following June 30.

Other insurance you may purchase is available any time during the year. All you have to do is visit the vendor's website or call customer service to enroll. Other insurance available is:

### **e. Life Insurance**

The state of Delaware provides all Academy employees with insurance through Minnesota Life Insurance Company. Coverage is equal to one year of the employee's gross salary. Employees may elect to purchase additional insurance for themselves, their spouse, or children.

**f. Insurer Contact Information**

**Health Insurance:**

**Aetna Health Care of Delaware**  
P.O. Box 3013  
920 Harvest Drive  
Blue Bell, PA 19422  
Telephone: 877-542-3862  
Website: www.aetna.com

**Blue Cross Blue Shield of Delaware**  
One Brandywine Gateway  
P.O. Box 1991  
Wilmington, DE 19899  
Telephone: 1-800-633-2563 or 302-429-0260  
Website: www.bcbsde.com

**Prescription Coverage:**

**Medco Health**  
Telephone: 1-800-939-2142  
Website: www.medco.com

**Dental Insurance:**

**Dominion Dental Services, Inc.**  
115 South Union Street, Suite 300  
Alexandria, VA 22314  
Telephone: 1-888-518-5338  
Website: www.dominiondental.com

**Delta Dental**  
One Delta Drive  
Mechanicsburg, PA 17055  
Telephone: 1-800-873-4165  
Website:  
WeKeepYouSmiling.com/stateofdelaware

**Vision Insurance:**

**EyeMed Vision Care**  
Telephone: 1-855-259-0490  
Website: <http://portal.eyemedvisioncare.com/wps/portal/emweb>

**Flexible Spending Account:**

**ASI Flex**  
P.O. Box 6044  
Columbia, MO 65205-6044  
Telephone: 1-800-659-3035  
Website: www.asiflex.com

**Life Insurance:**

**Minnesota Life Insurance Company**  
400 Robert Street North  
St. Paul, MN 55101-2098  
Telephone: 1-877-215-1489  
Website: www.lifebenefits.com

**Blood Bank:**

**Blood Bank of Delmarva**  
100 Hygeia Drive  
Newark, DE 19713-2085  
Telephone: 1-888-825-6638

Website: [www.delmarvablood.org](http://www.delmarvablood.org)

**Employee Assistance Program:**

**HMS (Human Management Services)**  
Customer Service Phone # 1-800-343-2186  
Website – [www.hmsincorp.com](http://www.hmsincorp.com)

**18. Continuation of Health-Care Coverage**

The Consolidated Omnibus Budget Reconciliation Act (COBRA), provides for the continuation of group health benefits that otherwise might be terminated. COBRA may provide benefits to former employees, retirees, spouses, former spouses, and dependent children of present and former employees. An individual requesting COBRA must be a “qualified beneficiary,” defined as an individual covered by a group health plan on the day before a qualifying event.

COBRA coverage is only available when coverage is lost due to a qualifying event, such as the employee’s termination for reasons other than gross misconduct or a reduction in the number of scheduled hours. An employee’s spouse may become eligible for COBRA continuation coverage for either of those reasons or in the event of a divorce or legal separation from the covered employee, the death of the covered employee, or in the event that the covered employee becomes entitled to Medicare. Finally, an employee’s dependent children may become eligible for COBRA continuation coverage for any of the above-listed reasons, or in the event of the loss of dependent-child status under the Plan rules.

<b>Maximum Coverage Periods Based on Beneficiary and Qualifying Event</b>		
<b>Qualified Beneficiary</b>	<b>Qualifying Event</b>	<b>Period of Coverage</b>
Employee Spouse Dependent Child	Termination Reduction in Hours	18 months (may be extended for legal disability)
Spouse Dependent Child	Medicare Eligibility Divorce or legal separation Death of covered employee	36 months
Dependent Child	Loss of dependent child status	36 months

The covered employee must notify management of the occurrence of any qualifying event, including divorce, legal separation, or a child’s loss of dependent status, within sixty (60) days of the date of the occurrence. The employee or beneficiary will be issued a notice describing his or her rights and obligations as they relate to COBRA coverage.

If COBRA coverage is elected, the employee or beneficiary pays the full cost of coverage plus a 2% administration fee. Thus coverage for COBRA participants is priced at 102% of the full premium group rate price. All COBRA payments are due on or before the first of the month in which the employee is requesting coverage. Coverage will not be activated unless premium

payments are made in full and on time. Payroll deduction will be used for any current employee covering a dependent child who reaches the maximum covered age group.

## **19. Workers' Compensation Insurance**

Injuries that occur in the course of employment are covered by workers' compensation insurance. There are well-defined provisions that must be met to ensure that employees qualify for this benefit.

Any work-related injury or illness must be reported immediately, in writing, to the employee's supervisor or a Director. Injuries must be reported whether or not they require the employee to miss time from work. The insurer will investigate any claim that is not timely reported. Where facts cannot be verified, the claim may be denied. Workers' compensation fraud is a felony, punishable by fines and jail time

Any claim for an illness or injury caused by an employee's willful misconduct, alcohol or drug usage, or that occurs during an employee's voluntary participation in any off-duty activity sponsored by the Academy, will not be compensable.

## **20. Annual Leave and Sick Payouts**

For purposes of this policy, an eligible employee is one who fills an earned state unit and is listed on staff as of November 30. Upon retirement, eligible employees shall be paid for each unused sick leave day, not to exceed 90 days. The reimbursement rate shall be based upon the employee's salary computed in accordance with state schedules, and shall be 50% of the per diem rate of pay in effect at the time of retirement. Employees are requested to notify a Director of the intent to retire at least six (6) months prior to the retirement date.

Compensation of eligible employees for unused annual (vacation) leave shall be in accordance with state policy.

## **21. The Sunshine Fund**

The Sunshine Fund has been established for the purpose of recognizing major events in the life of an employee, including marriages, births, extended illnesses, and deaths. Employees are encouraged to bring all major life events to the attention of management. All employees who elect to join the Fund will be asked to contribute \$10. Bus drivers, contractors, and substitute teachers are not eligible to participate, because of the rate of turn-over.

The Academy will reimburse for flower arrangements, donations, or food stuffs in an amount not to exceed \$40.00. Reimbursement will be limited to the following circumstances:

- Death of a spouse or live-in significant other, parent, or minor child in the care of the employee;
- Birth or adoption of a child by the employee;
- Marriage of an employee;
- An employee's hospitalization in excess of one week;

- An employee's retirement from the Academy.

In addition to group acknowledgements provided for under this policy, employees are welcome to acknowledge major events on their own.

Please note that teachers are expected to organize regular acknowledgement of their students' life events, particularly illnesses and family deaths. As with other life events, these issues should be brought to management's attention.

## **WORKING AND NON-WORKING TIME**

### **22. Staff Work Hours**

The Academy's business hours run from 7:30 a.m. to 4:00 p.m.

Delaware law defines the workday of teachers and administrators as 7.5 hours inclusive of a ½ hour for lunch, the workday of secretaries as 7.5 hours exclusive of a ½ hour for lunch, and the workday of custodians as 8.0 hours inclusive of a ½ hour lunch. The official workday for teachers at Sussex Academy runs from **7:45 a.m. to 3:15 p.m. for grades 6 through 8 and 8:15 to 3:45 for teachers of grade 9.** All other employees' schedules will be individualized to ensure that there are adequate personnel available to provide the services necessary for the daily operations and needs of the Academy.

All employees must sign in upon their arrival using the computer on the counter in the office. In addition, all employees must sign out when leaving the building at the end of the workday. Employees should use the front doors when entering or leaving the premises.

A Director will notify employees of all after school or evening meetings in a timely manner, providing at least 24 hours' notice, except in cases of emergency.

### **23. Time and Attendance Records**

All employees must record their time. Time worked must be entered on a daily basis to ensure accuracy. Each employee is responsible for accurately recording his or her time worked. An employee's failure to accurately and timely report hours worked may result in discipline.

Entering time for another employee, or otherwise falsifying or altering your own or another employee's time records, is prohibited in all circumstances. If such conduct does occur, both the employee who entered the time and the employee whose time was entered will be subject to discipline, up to and including termination.

### **24. Mandatory Faculty Meetings**

The first Wednesday of every month is reserved for faculty meetings. A Director may schedule additional meetings as necessary. Staff members will have 24-hours' notice, except in case of emergency.

The second Wednesday of the month is reserved for Team meetings. The Team Leader has the responsibility of scheduling these meetings.

The fourth Wednesday of the month is reserved for Department meetings.

## **25. Lateness or Absence**

Personnel who anticipate arriving to work after their regularly scheduled start time must notify the Academy by telephoning (302) 856-3636. Such notice does not constitute an excused absence or excuse late arrival. Either employees must make up the time missed that day or use accumulated leave.

As soon as a staff member knows that he or she will be absent, he or she should notify a Director and complete the leave form. Leave forms will only be accepted after the absence occurs if an emergency or last-minute sickness has arisen. It is the teacher's responsibility to find a substitute when an absence occurs. In the event of an unanticipated absence, leave forms must be submitted on the day the employee returns to work. A list of approved substitutes will be provided at the beginning of the school year and updated periodically thereafter.

In accordance with Delaware law, the Executive Directors have the authority to request a doctor's certificate to substantiate an employee's absence.

## **26. Substitute Folders**

Each teacher shall develop a substitute folder at the beginning of the year. These folders must include a daily schedule, class lists, all special schedules, duty schedules, attendance slips, lists of students leaving the room for special reasons and emergency lesson plans. Substitute folders are to be submitted to the Team Leader by **September 15**. Teachers are expected to keep all information current by reviewing substitute folders on a quarterly basis.

## **27. Leaving School Grounds**

Any staff member who needs to leave the building during the school day, for purposes other than lunch or job related duties, is expected to obtain approval from a Director, and must sign out on the computer in the main office providing the time and destination. Staff members must sign in upon their return. Any staff member leaving the building during the school day is expected to use the main entrance of the building. **Leaving school grounds following the dismissal of students, but prior to 3:15 p.m. requires a Director's permission.**

## **28. Travel**

The Director of Finance and Operations shall approve all out-of-state travel that extends beyond one day. All requests shall be made on the "Travel Authorization and Reimbursement" form and submitted at least 3 weeks prior to the event/activity. A copy of the meeting program or conference schedule must be submitted with the Authorization form.

Whenever possible, the payment for travel related expenses must be made using the Delaware SuperCard. The SuperCard is to be used for authorized expenses for state personnel only. Employees must retain all SuperCard receipts. Individuals authorized for travel who are not employed by the Academy or who do not have access to the SuperCard shall pay for their own expenses and submit receipts and documentation within 2 weeks of returning.

## 29. Travel Reimbursement Guidelines

The maximum amount\* that the Academy will expend for a traveler on a single travel event shall not exceed the following amounts:

- 2-day conference: \$1,000
- 3-day conference: \$1,250
- 4-day conference: \$1,500
- 5-day conference: \$1,750

\* Mileage and tolls will be reimbursed and are not included to these limits. Any financial support from other sources (grants, stipends, etc.) will be included in these limits thus reducing the impact on school operating funds.

**Mileage:** reimbursed at the rate set and approved by the state of Delaware. Tolls will be fully reimbursed provided a receipt or other documentation is submitted. All other travel expenses are reimbursed by one of two general methods:

- Fixed per diem method; and/or
- Actual expense method.

**Lodging:** reimbursed at a rate of \$175.00, inclusive of taxes, per night or at the actual amount, whichever is less. Lodging will only be reimbursed for those nights during which the event/activity has been scheduled and for the night preceding the event if it is not possible to arrive and attend on the same day.

**Meals:** reimbursed at the rate of \$50.00 (inclusive of gratuities) per full day of travel and at the rate of \$30.00 (inclusive of gratuities) on partial days or at the actual amount, whichever is less.

**Transfers and/or Parking:** reimbursed at the actual amount. Parking will only be reimbursed for those days during which the event/activity has been scheduled and for the day preceding the event if it is not possible to arrive and attend on the same day.

**Rental Cars:** will be authorized only if it is an economically advantageous alternative to the use of shuttles and/or taxis while traveling out of state.

**Conference and Conference-Related Fees:** reimbursed at the actual amount.

Common Carrier Expenses: airfare and other common-carrier travel expenses will be reimbursed at a rate of \$350 or the actual expense, whichever is less.

## 30. Holidays

Full-time, classified employees will receive the following paid holidays:

New Year's Day

Labor Day

Martin Luther King, Jr. Day	General Election Day
President's Day	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Any additional holidays so proclaimed by executive decree (Presidential and/or Gubernatorial) and approved by the President of the Academy's Executive Board.

The Sussex Academy will be closed Christmas Day through New Year's Day (December 25 through January 1) each year; all employees will be off during that time period. Full-time, twelve-month employees of the Sussex Academy will report to the school or request annual leave for any and all other normal workdays that are part of the annual Winter Break which are not included in that time period.

The Sussex Academy will be closed Good Friday through Easter Monday each year; all employees will be off during that time period. Full-time, twelve-month employees of the Sussex Academy will report to the school or request annual leave for any and all other normal workdays not worked during the school's annual Spring Break.

### **31. Severe Weather and Emergency Conditions**

Decisions regarding changes to the school's schedule/calendar (closings, early release, and/or late openings) resulting from severe weather conditions or other emergencies will be made by the Academy Directors. In the event of a delayed opening, the teaching staff, Directors, and office staff are expected to report to work one hour later than their usual scheduled starting time, provided that the road and/or weather conditions are safe for travel. All other employees are expected to report at their usual starting time provided that road and/or travel conditions are safe for travel. This expectation does not apply to those employees who have alternative work schedules. If a severe weather condition or other natural or man-made emergency develops during working hours, the Executive Directors may allow non-essential employees to leave work early. No loss of pay or utilization of accumulated leave or compensatory time will occur in the event of early dismissal under this policy.

#### **a. Obligation of Employees**

The Academy Directors shall advise teachers and staff whether Academy closings pertain to both employees and students or to students only. If a severe weather condition or other natural or man-made emergency forces any employee to be late for work, the employee shall contact his or her supervisor of the impending lateness, and state the expected time of arrival for work.

Reasonable delay in arriving at work due to poor travel conditions will not be a basis for charging leave.

**b. Record Keeping Requirements for Sick and Annual Leave**

Any employee, essential or non-essential, who is on sick leave or previously approved annual leave during a declared severe weather, other natural, or man-made emergency shall not be charged leave for the duration of the emergency. Upon the employee's return to work from leave, the employee's leave records will be credited accordingly.

**32. Bereavement**

In the case of a death in the immediate family of the employee, the Academy will grant an employee up to five days of paid leave. Members of the immediate family shall be defined as a parent, parent-in-law, sibling, child, step-child, child-in-law, spouse, or any relative who resides in the same household.

For all other relatives, the Academy will grant an employee one day of paid leave to attend the funeral. Other relatives are defined to include a first cousin, grandparent, aunt, uncle, niece, nephew, and sibling-in-law.

If additional leave is required, employees may use other forms of paid time off provided for under this Handbook.

**33. Leave of Absence**

Employees may request an unpaid leave of absence, subject to the approval of a Director and the Board of Directors. Requests must be submitted in writing, and in time to allow the Board to meet to discuss the request. Award of leave will be made in the sole discretion of the Board, based on business necessity.

Unauthorized leave is impermissible, and may be considered job abandonment, resulting in termination of the employment relationship.

**34. Sick Leave**

Sussex Academy staff members who are employed for 10 months will earn 1 day of sick leave per month of employment. Three of these days may be used for personal leave each year. Sick leave will accumulate from year to year.

Sussex Academy staff members who are employed for 12 months and are full-time will earn 1 day of sick leave per month of employment. Sick leave will accumulate from year to year.

**35. Annual Leave**

For full-time employees hired prior to January 1, 2013:

Academy employees who are employed for 12 months or more and are full-time will accrue 1¼ days of annual leave per month of employment. After 4 years of employment with the Sussex Academy, full-time employees will earn 1¾ days of annual leave per month of employment.

For full-time employees hired after January 1, 2013:

Academy employees who are employed for 12 months or more and are full-time will accrue 1¼ days of annual leave per month of employment. After 10 years of employment with the Sussex Academy, full-time employees will earn 1 ½ days of annual leave per month of employment. And, after 15 years of employment at the Academy, will earn 1 ¾ days of annual leave per month.

Eligible employees with accrued but unused leave time can submit a request for time off at any time, though requests should be made in far advance as possible. Time off is granted at the discretion of management, and is usually made on a first-come-first-serve basis. When more than one request is submitted simultaneously, seniority and/or full- or part-time status may be considered. Accrual and carry over of annual leave shall be in accordance with state policy.

### **36. Military Leave**

The Academy complies with all the provisions of the Uniformed Services Employment and Reemployment Rights Act (USERRA), and will grant military leave to all eligible employees. Military leave may be granted to eligible employees for a period of four years (4) plus a one-year voluntary extension of active duty (five years total).

As with any leave of absence, employees must provide advance written or verbal notice to their supervisor of their intent to take military unless giving such notice is impossible, unreasonable, or precluded by military necessity. While written notice is preferred, it is not required.

An employee's salary will not continue during a military leave unless required by law. At the employee's request, he or she may be paid any accrued but unused paid time off during military leave. An employee who is a member of the National Guard or Reserves may make the same request if taking a leave of absence for military training.

Benefit coverage will continue for thirty-one (31) days as long as the employee pays the employee's normal portion of the cost of benefits. For leaves lasting longer than 31 days, employees will be eligible to continue health benefits only under COBRA, and will be required to pay 102% of the total cost of their health benefits if they wish to continue benefits.

Upon return from military leave, employees will be reinstated with the same seniority, pay, status, and benefit rights that they would have had if they had worked continuously. Employees must apply for reemployment within 90 days of discharge from the military. Employees who fail to report for work within the prescribed time after completion of military service will be considered to have voluntarily terminated their employment.

### **37. Jury Duty and Appearance as Witness**

Employees who, during their regular working hours, actively serve on jury duty or are under subpoena as a witness shall be paid at their regular rates of pay. Employees shall return to work within a reasonable time on days when they are released from duty prior to the completion of the work day.

Any employee appearing on behalf of the Academy before a court, legislative committee, or judicial or quasi-judicial body will be excused with pay.

### **38. The Family and Medical Leave Act**

In accordance with the Family Medical Leave Act (FMLA), eligible employees may take up to 12 weeks of family and medical leave (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period as set forth in this policy.

#### **a. Eligibility**

To be eligible for this leave, an employee must have been employed by the Academy for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) months preceding the first day of leave.

FMLA covers several reasons for leave. Up to twelve (12) weeks of family leave may be taken during a 12-month period for the following:

- The birth of a child and in order to care for that child.
- The placement of a child for adoption or foster care and to care for the newly placed child.
- To care for a spouse, child or parent with a serious health condition (described below).
- The serious health condition (described below) of the employee.

Additionally, medical leave may be taken when an employee's serious health condition prevents the employee from performing the functions of his or her job. A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health-care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three (3) consecutive days of incapacity with the first visit to the health-care provider within seven (7) days of the onset of the incapacity and a second visit within 30 days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health-care visits for treatment, such visits must take place at least twice a year.

**b. Qualifying Exigency Leave**

Families of members of the National Guard and Reserves may be eligible for qualifying exigency leave when the covered military member is on active duty or called to active duty in support of a contingency operation. An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: (1) short-notice deployment, (2) military events and activities, (3) child care and school activities, (4) financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities and (8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave. The leave may commence as soon as the individual receives the call-up notice. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

**c. Military Caregiver Leave**

Military caregiver leave (also known as covered service member leave) is awarded to care for an ill or injured service member. This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

**d. Request for Family and Medical Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Personnel Office, by submitting a "Request for Family or Medical Leave" form to his/her supervisor for approval. Within five (5) business days after the employee has provided this notice, the Personnel Office will provide to the requesting employee DOL Notice of Eligibility and Rights.

Notice for foreseeable leave must be made at least 30 days prior to the leave, or if 30 days is not possible, "as soon as practicable." In any event, notice should be given no later than the same day or the next business day after learning of the need for leave. When the need for FMLA leave is unforeseeable, the employee must comply with the Academy's usual procedures for requesting leave, absent unusual circumstances. Failure to give proper notice of the need for FMLA leave may result in delay of the commencement of the leave.

The completed Certificate of Health Care Provider must be submitted before the leave is to begin or within fifteen (15) calendar days from the date of the Notice of Eligibility and Rights and Responsibilities. If the Certificate of Health Care Provider is incomplete, the Personnel Office shall inform the employee and provide him or her with the opportunity to have their health-care provider cure any deficiencies.

Failure to provide the Certificate may result in denial of all privileges and benefits under this policy and result in denial of reemployment upon completion of the leave. The Academy reserves the right to obtain a second or third medical opinion (at its expense) and periodic recertification of a serious health condition.

**e. Substitution of Paid Leave**

The Academy does not require that an employee taking FMLA leave exhaust all available PTO. In the employee's discretion, he or she may elect to take paid time off, to run concurrently with FMLA leave.

Qualified employees may also receive payment for FMLA leave, in accordance with the Academy's short-term and long-term disability policies. These policies apply only to the employee's qualifying illness, injury, disability, pregnancy, or complications associated with pregnancy, and do not apply to any illness, injury or disability of an employee's child, parent or spouse. Payment of disability insurance benefits does not affect the application of the FMLA and time out of work, where covered by the FMLA, will be deducted from the 12-week maximum.

**f. Intermittent Leave**

**Employees Generally:** An employee may request intermittent leave when medically necessary. Intermittent or leave on a reduced schedule must be "medically necessary" as the result of a serious health condition or a serious injury or illness. Intermittent leave must be approved in advance by the Academy. When an employee requests intermittent or reduced leave, the Academy reserves the right to temporarily transfer the employee to an alternate position for which the employee is qualified, and with equivalent compensation and benefits. The employee is expected to use reasonable efforts to schedule medical treatment so as not to unduly disrupt the Academy's operations.

**Instructional Employees:** Employees whose principal function is to teach students, e.g. teachers or athletic coaches, are subject to additional restrictions on intermittent leave. Where instructional employees request intermittent leave, and leave would be taken for 20% or more of the total working days during the period of the intermittent leave, the Academy may require the employee to (1) take leave for periods of a particular duration not to exceed the total length of the leave or (2) temporarily transfer to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates the intermittent leave requested.

**g. Leave Taken Near the End of the Academic Term**

Where instructional employees request continuous FMLA leave near the end of the term, the following rules apply:

**For Leave Requested More Than 5 Weeks Before End of Term:** If the leave is to begin more than 5 weeks prior to the end of the school term, the Academy may require the employee to stay on leave until the end of the term if (1) the leave is at least 3 weeks long and (2) the employee plans to return during the 3-week period before the end of the term.

**For Leave Requested Less Than 5 Weeks Before End of Term:** If the leave is to begin less than 5 weeks prior to the end of the school term, the Academy may require the employee to stay on leave until the end of the term if (1) the leave is at least 2 weeks long and (2) the employee plans to return during the 2-week period before the end of the term.

**For Leave Requested Less Than 3 Weeks Before End of Term:** If the leave is to begin less than 3 weeks prior to the end of the school term, the Academy may require the employee to stay on leave until the end of the term if the leave is more than 5 working days long.

**h. Continuation of Benefits**

Health and life insurance may be maintained during approved FMLA leave, although employees will continue to be responsible for any premiums normally due under the applicable policies. While on leave, all premium payments should be provided directly to the Academy Personnel Office. Failure to pay premiums within 30 days of accrual will result in termination of coverage.

Paid time off does not accrue during FMLA leave. Coverage under the Academy's disability, workers' compensation, and unemployment insurance policies also terminates during the period of leave. Contributions to the State Pension Plan, Social Security, and other mandatory payments will only be made as required by law.

**i. Other Employment While on Leave**

An employee on any type of leave, including FMLA, may not maintain other employment.

**j. Return from Leave**

An employee who takes continuous (not intermittent) leave under this policy will be required to provide a fitness for duty (FFD) certification, at least two (2) days prior to his or her anticipated return-to-work date. The FFD certification must be completed by the employee's treating physician and verify that the employee is able to return to work without endangering him or herself or others in the workplace.

An employee who takes leave will be returned to the same position that he held at the time the leave commenced or to an equivalent position with equivalent benefits, compensation, and terms and conditions of employment. Equivalency will be determined based on established school board policies and practices, and applicable collective bargaining agreements.

An employee who does not return to work as anticipated is considered to have resigned voluntarily from his or her employment. This protection does not apply to employees who are paid in the top 10% of the pay scale, when necessary to prevent substantial and grievous economic injury to the Academy. An employee on FMLA leave may be required to keep the Academy informed about the duration and condition of leave.

**ETHICS AND STANDARDS OF CONDUCT**

**39. Mandatory Reporting**

**a. Violent or Sexual Crimes**

Employees are required to report to the Director, whenever they have reliable information that a student, employee, or volunteer has been the victim of:

- A violent felony,
- A physical assault,
- Offensive or other unwanted touching,
- Unlawful or other unwanted sexual contact, or
- A threat.

The Director will then immediately make reasonable efforts to notify the parents of any juvenile victim and shall immediately report the incident to the appropriate police agency. The report shall be made by telephone or in person and shall be followed by a written report within 3 business days.

If the police agency determines that probable cause exists to believe that a crime has been committed, or if the Director later learns that a suspect has been arrested for the offense, then the Director must file a written report of the incident with the Department of Education within 5 days.

All employees are expressly prohibited from taking any action that would hinder or delay the lodging of any oral or written report required to be made pursuant to this policy or the forwarding of such report to the Department of Education or the police. A Director (or acting Director if the Director is absent) may not delegate to, or rely upon, any other person to make the immediate report to the police. A person with supervisory authority over the Director or any school board member who has knowledge of an incident which is required to be reported under this section, and who has information that would lead a reasonable person to believe that it has not been reported to the police, has an affirmative duty to report the incident to the police immediately. This includes, but is not limited to, incidents in which a school employee is a possible suspect and when an administrative review is ongoing.

Nothing in this section shall preclude school officials from reporting probable crimes that occur on school property or at a school function which are not required to be reported under this section. Nothing in this section shall abrogate the reporting requirements for child abuse or sexual abuse under Delaware law.

#### **b. Sexual Harassment**

Whenever a school employee has reliable information that a student has been the victim of sexual harassment that occurred on school property or at a school function, the harassment must be reported to the Director, who, immediately after conducting a thorough investigation to determine if good reason exists to believe that harassment has occurred, must notify the victim's parent of that determination if the parent is not alleged to be the offender. The Director is not required to notify the appropriate police agency or to follow the provisions of subsection (d) of this section, but must file a written report with the Department of Education.

#### **c. Student Possession of Weapons and Unlawful Drugs**

Whenever an employee has reliable information that a person on school property or at a school function has on his or her person, concealed in his or her possessions, or placed elsewhere on

school property (i) any controlled substance, or (b) any deadly or destructive weapon, dangerous instrument, or incendiary or explosive device, the employee shall immediately report the incident to the Director, who shall conduct a thorough investigation. If the investigation verifies reason to believe that a crime has been committed, the Director shall immediately notify the appropriate police agency of the incident. If the police agency determines that probable cause exists to believe that a crime has been committed, then the Director shall file a written report of the incident with the Department of Education within 5 working days.

**d. Bullying and Other Misconduct**

In addition, the Director shall report to the Delaware Department of Education (DOE) the following incidents of misconduct:

- Pornography
- Bomb threats
- Criminal mischief (vandalism)
- Tampering with public records
- Possession or use of alcohol
- Felony theft (\$1,000.00 or more)
- Bullying\*
- Fighting or disorderly conduct
- Inhalants
- Drug paraphernalia

\*Bullying means any intentional written, electronic, verbal or physical act or actions against a student, volunteer, or employee that a reasonable person, under the circumstances should know will have the effect of:

- Placing a student, volunteer or employee in reasonable fear of substantial harm to his or her emotional or physical well-being or substantial damage to his or her property;
- Creating a hostile, threatening, humiliating, or abusive educational environment due to the pervasiveness or persistence of actions or due to a power differential between the bully and the target;
- Interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits; or
- Perpetuating bullying by inciting, soliciting or coercing an individual or group to demean, dehumanize, embarrass, or cause emotional, psychological or physical harm to another student, volunteer, or employee.

Bullying is unacceptable and a culture of openness is the best way to counter such behavior. It is the responsibility of each member of the school community: pupils, employees, and parents to report instances of bullying or suspicions of bullying, in writing, with the understanding that all

such reports will be listened to and taken seriously. All complaints shall be appropriately investigated and handled consistent with due process requirements. Appropriate disciplinary action(s) will be taken when instances or acts of bullying have been determined to have occurred.

**e. Suspensions**

Whenever a police agency has determined that probable cause exists to believe that a student has committed a crime that must be reported to the police pursuant to this section, the student shall:

- Be referred immediately to the internal or external alternative services of the district or school for intervention of an appropriate nature and duration prior to being returned to the general student body; and
- Be given an immediate internal or external suspension by the district or school until a parent conference is held.

Before a student suspended under this subsection may be returned to the general student body, a parent of the suspended student is required to attend a parent conference with the Director to discuss the offense and to review the student's educational placement. A telephone conference shall be sufficient only if the Director so determines and so notifies the parent.

When a student who has been given an external suspension or who has been sent to an alternative program pursuant to this subsection returns to the general student body where the victim is required to be present, as a student or teacher, the Director must attempt to notify the victim or, if the victim is a juvenile, a parent of the victim.

Nothing in this subsection shall preclude the Academy from imposing a suspension or expulsion beyond the date of a parent conference where otherwise appropriate. Any change of placement of students with qualifying disabilities must comply with applicable state and federal laws.

**f. Penalties for Failure to Report**

Any employee or Director who violates this policy may be subject to discipline and/or civil or criminal penalties.

**40. Drug and Alcohol-Free Workplace**

As a recipient of federal funds, the Academy certifies compliance with the federal Drug-Free Workplace Act of 1988. Under the Drug-Free Workplace Act, employees must notify the Academy, within five (5) calendar days, if they are convicted of a criminal drug violation in the workplace.

The Academy believes that alcohol and illegal drugs have no place in the school environment. As a result, the Academy prohibits the unauthorized or unlawful manufacture, distribution, dispensing, possession or use of a controlled substance or alcohol on any Academy property, including all State-owned vehicles. In addition, employees are prohibited from being under the influence of alcohol or illegal drugs on Academy property, during working hours, or while operating a vehicle while on Academy business. The legal use of prescription or over-the-counter drugs is permitted on the job only if it does not impair an employee's ability to perform

the essential functions of his or her job in a safe and effective manner that does not endanger other individuals in the workplace.

All employees are required to report any known or suspected violations of this policy to the Academy. Failure to comply with this policy, or to report a violation of this policy, may result in disciplinary action up to and including termination and initiation of criminal proceedings.

If an employee is found to be in violation of this policy, and the Academy elects not to terminate the employment relationship, the employee will be required to satisfactorily complete any drug or alcohol abuse treatment identified by the Academy. Any associated costs shall be borne by the employee, unless covered by applicable insurance policies.

#### **41. Screening for Substance Abuse**

In order to insure the safety and well-being of the Academy's employees and students, a Director of the Academy may require that employees participate in drug or alcohol screening when reasonable suspicion exists to believe that the employee is in violation of the Academy's Drug and Alcohol-Free Workplace policy. Reasonable suspicion may be based on any facts and circumstances, including the employee's appearance (gait, speech, eyes, breath, etc.); possession of contraband or paraphernalia; erratic or unusual behavior; involvement in an accident or safety violation (including traffic offenses) that indicates impairment; admissions by the employee or statements of other witnesses; law enforcement and court records; and any other reliable source.

##### **a. Testing**

Prior to drug or alcohol testing, employees will be required to sign a consent form. Refusal to sign the consent form and/or undergo the test will be considered a positive test result and will result in corrective action up to and including termination.

Employees tested upon "reasonable suspicion" will be taken to a designated testing site by at least one of the supervisors or managers observing the conditions or behavior that constitute "reasonable suspicion".

No employee believed to be under the influence of drugs or alcohol will be required to drive a vehicle to a designated testing site or home. Transportation will be arranged by a supervisor or manager.

A strict chain of custody will be maintained on all specimens. If there is evidence of possible specimen dilution, alteration or tampering, an additional sample shall be required. The second sample will be collected under direct observation. Both samples will be submitted to the appropriate lab and tested.

Employees subject to testing will be placed on administrative leave pending the receipt of test results. Any employee who is found, through drug or alcohol testing, to have in his or her body a detectable amount of an illegal drug or alcohol will be subject to discipline. The costs of testing will be paid by the Academy.

## **b. Consequences**

An employee who tests positive for alcohol and or other drugs shall immediately be placed on leave pending a special meeting of the Executive Board, at which time a recommendation will be made about disciplinary action.

### **42. Criminal and Arrest Records**

The Academy complies with Delaware state law with respect to background checks on teaching staff and other employees who work with students. In furtherance of the Academy's duties to its students, the Academy requires that employees disclose any misdemeanor or felony arrest during that occurs while employed by the Academy. When, in the sole discretion of the Academy, an employee's arrest implicates his or her ability to safely and effectively perform job duties, the employee may be temporarily reassigned to another position with comparable pay or suspended with or without pay, pending adjudication.

If an employee is convicted of a crime, disciplinary action will only be taken where the specific criminal conduct at issue is directly related to performance of the employee's job duties.

The Academy is not bound by the outcome of criminal proceedings, and reserves the right to make an independent inquiry or investigation into the circumstances leading to an employee's arrest. Where the Academy, in its sole discretion, determines that the conduct at issue is directly related to performance of the employee's job duties, it may take appropriate disciplinary action, even in the absence of an arrest or criminal conviction.

### **43. Smoking**

Smoking is prohibited on all Academy property, including the grounds, all buildings, and all Academy or State-owned vehicles.

### **44. Dress Expectations**

In order to present and convey a professional image and work atmosphere, employees are expected to dress in a clean, neat, and businesslike fashion. Clothing should be modest, and job-appropriate. Sweats, short shorts, tank tops, leggings/tights, clothing with holes, dirty clothes, short or "mini" skirts, or transparent clothing are not permitted.

### **45. Confidentiality**

Student records are confidential and not to be discussed or distributed to Academy employees without a business purpose for reviewing the records, or persons not employed by the Academy.

Other business information is similarly confidential. The Academy's records, including financial information and personnel files, should not be disclosed to any person in the organization unless there is a legitimate business reason for doing so or to any person outside the organization unless management has expressly authorized disclosure. This obligation exists both during and after employment.

#### **46. Unsatisfactory Employee Performance and Discipline**

It is the Academy's policy that fair but strict disciplinary action should be taken promptly when violations of policies or standards of conduct occur or when job performance is unacceptable. Disciplinary actions are designed to help employees improve overall job performance. In determining appropriate disciplinary action, several factors will be considered, including the seriousness of the offense, any extenuating circumstances, and the employee's work record. Where appropriate, the employee will also be given the opportunity to present his or her explanation.

The following actions may be taken if an employee has failed to meet the Academy's performance standards, policies, or standards of conduct. The Academy will generally follow a four-step discipline process. However, depending upon the nature and seriousness of the employee's actions, corrective action may begin at any step of the corrective action process, including termination.

**Verbal Warning:** Verbal notification of failure to meet the Academy's performance standards may be given by the employee's supervisor or a Director, and will be stated as such. A verbal warning will be noted by the supervisor in the employee's personnel file with a copy to the employee.

**Written Warning:** A memorandum describing the policies or performance standards pursuant to which the employee is being reprimanded is prepared by the employee's supervisor and will be signed by the employee and a Director. It will be filed in the employee's personnel file. 30-day Objectives may be implemented to correct behavior.

**Final Written Warning:** A written warning that must be signed by the employee, his or her supervisor, and a Director and contains the specifics of the failure to meet performance standards and the criteria necessary for improvement. 15-day Objectives may be implemented to correct behavior.

**Termination:** A serious violation of Academy policies or procedures, or failure to improve poor performance may result in termination.

When appropriate, additional corrective-action measures may be utilized, including suspension or probation.

#### **47. Disciplinary Due Process**

In all disciplinary proceedings, the Academy will provide employees with due process, as required by applicable law.

### **COMPANY PROPERTY**

#### **48. Public Relations and Speaking to the Media**

All media releases, public speaking engagements, and comments to news media concerning the Academy, its students, and its services must be approved by the Board of Directors or its

designee. All inquiries from the media should be directed to, or authorized by, a Director or designee.

#### **49. Office Equipment and Supplies**

Equipment and supplies in the main office area are to be used by the Administrative Staff only. Exceptions to this must have the approval of a Director. A Director must approve any request for typing to be done by the Administrative Staff.

#### **50. Parking**

Employees may park their cars in any of the marked spaces along the Airport Road side of the building. The handicap spaces and 5 additional spaces on either side are designated for visitors in the row closest to the entrance of the school. No parking adjacent to school is permitted, as fire lanes must be kept clear.

#### **51. Mailboxes**

All employees should check mailboxes upon arrival in the morning, at lunchtime and before leaving in the afternoon. Students are not permitted to pick up mail for employees or to place items in employee mailboxes.

#### **52. Keys**

All teachers are reminded that they are prohibited from issuing their keys to any student, regardless of the circumstances. Additionally, the duplication of keys is also prohibited. In the event that keys are lost or misplaced, the Chief Custodian and Director(s) should be notified immediately.

#### **53. Money from Students**

All funds collected from students for class projects, field trips, etc. are to be turned in to the Office Manager to be deposited in the appropriate account. Do not leave money and/or valuables in the classroom.

#### **54. Computer, Internet, & Email Policy**

Computers, internet access, telephones, and any other electronic tools or communications provided by the Academy are intended for the performance of an employee's job duties only.

##### **a. Internet Usage**

The Academy's policies against sexual and other types of harassment apply fully to employees' Internet usage. Employees are prohibited from displaying, transmitting and/or downloading any message, image or other data that constitutes or contains any sexually explicit, racist, discriminatory, threatening or other similarly inappropriate material. Violations of those policies may result in disciplinary action, up to and including termination.

Visiting sites of personal interest during working hours is prohibited. The Academy's computers maintain a record of web sites visited, and consistent with applicable federal and state law these records may be reviewed for business purposes. All abnormal usage is subject to investigation.

An employee who learns of, or suspects, misuse of the Internet by another employee, supervisor, visitor, or independent contractor must notify management immediately. Violation of this policy may result in disciplinary action up to and including discharge.

**b. E-mail Usage**

Email is a form of business communication to further the Academy's mission. E-mail represents a formal means of communication; therefore, it should be well written, concise, use proper business language, and proofread. Emails are a form of permanent record and are subject to review.

**c. Computer Usage**

Technology resources, including computers, files, programs, and software, are furnished to employees for business use. The Academy purchases and licenses the use of various computer software programs for business purposes. Unless authorized by the software developer, the Academy does not have the right to reproduce such software. Employees may use only software that is installed on local area networks or on multiple machines according to the software license agreement. Illegal duplication and unauthorized installation is prohibited.

The unauthorized use, installation, copying, or distribution of material not owned by the Academy from the Internet is expressly prohibited. Program files may not be downloaded from the Internet without prior authorization.

Access to each computer is limited by the use of passwords. To avoid misuse of Academy resources, employees are expected to maintain the confidentiality of their passwords.

An employee who learns of or suspects misuse of the Academy's computer systems by another employee, supervisor, visitor, or independent contractor must notify management immediately. Violation of this policy may result in disciplinary action up to and including discharge.

**d. Telephone Usage**

The Academy's policies against sexual and other types of harassment apply fully to the voice mail and email systems. Employees are prohibited from the transmission of any message containing any sexually explicit, racist, threatening or other similarly inappropriate language. Violations of those policies may result in disciplinary action, up to and including discharge.

For business purposes, management reserves the right to enter, search, or monitor an employee's voicemail system without further advance notice. Employees should expect that communications that they send and receive by the Academy's voicemail system will be disclosed to management. Employees' communications transmitted through or stored on NCALL's voicemail system are not private or confidential.

## **55. Electronic Monitoring**

### **a. Purpose & Scope**

The Academy provides various technology resources to authorized employees to assist them in performing their job duties. Each employee has a responsibility to use the Academy's technology resources in a manner that increases productivity, enhances the Academy's public image, and is respectful of other employees. Failure to follow the Academy's policies regarding technology resources may lead to disciplinary measures, up to and including termination. Moreover, the Academy reserves the right to advise appropriate legal authorities of any violation of the law by an employee.

Technology resources consist of all electronic devices, software, and means of electronic communication including, but not limited to, the following: personal computers and workstations; laptop computers; computer hardware such as disk drives and tape drives; peripheral equipment such as printers, modems, fax machines and copiers; computer software applications and associated files and data, including software that grants access to external services, such as the Internet; electronic mail; telephones; cellular phones; personal organizers; pagers; and voicemail systems.

### **b. Right to Monitor**

Computers, telephonic equipment, or other electronic devices are Academy property, and are provided for business use. Employees should understand that they have no right of privacy with respect to any messages or information created or maintained on the Academy's technology resources, including personal information, usage habits and records, and messages.

The Academy may, at its discretion, inspect all files or messages on its technology resources at any time for any reason. The Academy may also monitor its technology resources at any time in order to determine compliance with its policies, for purposes of legal proceedings, to investigate misconduct, to locate information, or for any other business purpose.

The Academy also may conduct video surveillance of non-private workplace areas. Video monitoring is used to identify safety concerns, detect theft, investigate misconduct, and discourage and prevent acts of harassment and workplace violence.

### **c. No Expectation of Privacy**

All employees are notified that the Academy, its agents, or representatives may monitor or intercept any electronic mail or transmission or Internet access or usage on any technology resource, as herein defined. Any improper use of the Academy's technology resources is not acceptable and is not permitted. Employees must read and sign the Right to Monitor Acknowledgment Form contained at the end of this Handbook. The Acknowledgment Form must be returned to management immediately upon the start of employment.

### **d. Examples of Prohibited Communications**

The Academy's technology resources, including email and Internet access may not be used for:

- Transmitting, retrieving, displaying, printing, storing or otherwise disseminating any communications, including images and documents, that are fraudulent, discriminatory, intimidating, illegal, harassing, embarrassing, abusive, sexually explicit, obscene, profane, offensive or defamatory.
- Transmitting, retrieving, displaying, printing, storing or otherwise disseminating any messages with derogatory or inflammatory remarks about an individual's race, age, sex, disability, religion, national origin, physical attributes or sexual preference, or any other characteristic protected by federal, state or local laws.
- Transmitting confidential, proprietary or privileged information or material concerning the Academy.
- Any other purposes which are illegal or against Academy policies or contrary to the Academy's best interest.
- Personal advertisements, solicitations of non-Academy business, political material, or for personal gain.

## **56. Social Media**

### **a. Purpose**

This Policy is intended to provide employees with guidelines for appropriate online activity. Although this Policy cannot address every instance of inappropriate social media use, it is intended to offer guidelines to employees, thereby helping employees to avoid potentially costly missteps online. The nature of the Internet is such that what you "say" online will be captured forever and can be transmitted endlessly without your consent or knowledge. Employees should remember that any information that is shared online instantly becomes permanent and public.

### **b. Scope**

This Policy applies to all employees' use of the Internet, including participation in and use of social media, regardless of whether such use occurs in the workplace and regardless of whether such use involves the Academy's electronic equipment or other property.

### **c. "Social Media" Defined**

The rapid speed at which technology continuously evolves makes it difficult, if not impossible, to identify all types of social media. By way of example, social media includes: (1) social-networking sites (e.g. Facebook, LinkedIn); (2) blogs and micro-blogs (e.g. Twitter, Blogger); (3) content-sharing sites (e.g. Scribd, SlideShare); and (4) image-sharing sites (e.g. Flickr, YouTube). This list is for illustrative purposes only, and all online activity is governed by this Policy.

### **d. Application of Other Policies**

All of the Academy's employment policies apply to conduct that occurs online in the same way that they apply to conduct that occurs in the workplace. For example, Employees' online

conduct must comply with the Academy's Anti-Discrimination, Anti-Harassment, and Confidentiality policies.

**e. Association with the Academy**

Employees who identify themselves online as being associated with the Academy must comply with the rules set forth in this section.

Federal law requires that, when endorsing or promoting his or her employer, an employee must disclose his or her affiliation with (i.e., employment by), the Academy. Thus, although the Academy appreciates the loyalty and enthusiasm of its employees, employees must disclose their employment if they endorse the Academy online.

If you disclose your affiliation or relationship with the Academy, for example in your online profile, you must use an appropriate disclaimer to make clear that you are speaking only on behalf of yourself and not on behalf of or as an agent of the Academy. An example of an appropriate disclaimer follows:

*The opinions and viewpoints expressed are those of the author and do not necessarily represent the position or opinion of the author's employer.*

To ensure continuity of the Academy's message, employees may not represent themselves to be speaking on behalf of the Academy unless expressly authorized to do so.

**f. Prohibited Conduct**

Employees are prohibited from engaging in any of the following in their online activities and posts:

- Disparaging the Academy's services, students, executive leadership, employees, or strategy;
- Making any false or misleading statements;
- Promoting or endorsing violence;
- Promoting illegal activity, including the use of illegal drugs;
- Directing any negative comment towards or about any individual or group based on race, religion, gender (including pregnancy), disability, sexual orientation, age, national origin, citizenship, or other characteristic protected by law;
- Disclosing any confidential or proprietary information belonging to the Academy or obtained by the employee as a result of his employment with the Academy; and
- Posting, uploading, or sharing any recording or images (including audio, pictures, and videos), taken in the workplace or at any Academy-sponsored event without express advance authorization.

None of the policies in this Handbook are intended to or will be applied in a manner that limits employees' rights to confer regarding the terms and conditions of their employment, or engage in any other protected speech.

**g. Duty to Report**

Employees have an ongoing duty to report any violations of this policy by any other employees. The Academy considers the duty to report to be a critical component of its efforts to ensure the safety of its employees and to preserve the Academy's reputation and goodwill in the community. Therefore, any employee who fails to report any conduct that reasonably appears to be in violation of this policy may be subject to discipline for such failure.

**h. Questions About This Policy**

Social media changes rapidly and there will likely be events or issues that are not addressed in this policy. If, at any time, you are uncertain about the application of this policy or if a question relating to the appropriate use of social media arises that is not fully addressed by this policy, you should seek the guidance of the appropriate person before posting or otherwise engaging online. When in doubt, employees always should ask for guidance first because, once the information is online, it can never be deleted.

**57. Notice of Right to Inspect**

To protect the property and to ensure the safety of all employees, students, visitors, and others, the Academy reserves the right to conduct personal searches consistent with state and federal law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the Academy's property. In addition, the Academy reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on its premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the Academy, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the Academy, without advance notice to the employee.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on, or entering, or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge. An employee found to be in violation of the Academy's security procedures will be subject to disciplinary action.

**Policy Acknowledgements**

After reading the corresponding policy, acknowledge your receipt and acceptance of the terms of the policy by signing in the box the right of the policy description below. By virtue of your employment, you agree to comply with all Sussex Academy policies, regardless of the acknowledgements below.

Name: \_\_\_\_\_

*Please Print*

**Electronic Monitoring.** I acknowledge that I have received and read the Academy’s Electronic Monitoring Policy as set forth in the Handbook. I understand and acknowledge that the Academy may monitor, preview, or intercept e-mail or other electronic communications at any time. I also acknowledge that I am responsible for knowing and complying with the policies contained within the Computer, Internet, & Email Policy.



**Right to Inspect.** I acknowledge that I have received and read the Academy’s Notice of Right to Inspect Policy as set forth in the Handbook. I understand and acknowledge that the Academy may inspect and search for Academy property at any time on Academy property. I understand and acknowledge that the Academy may inspect and search Academy property whenever it has reasonable suspicion to believe that an employee has violated this policy. I also acknowledge that I am responsible for knowing and complying with the policies contained within the Notice of the Right to Inspect Policy



**Duty to Report.** I acknowledge that I have received and read the Academy’s Mandatory Reporting Policy. I understand and acknowledge that I have a duty to report certain crimes and misconduct consistent with that policy. I further understand that my failure to comply with the Mandatory Reporting Policy may result in fines or other criminal penalties.

