Metropolitan Preparatory Academy
Associate Handbook

RICHMOND UBAN COLLECTIVE

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[DRAFT]
Metropolitan Preparatory Academy Associate Handbook

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Please note that this handbook will be emailed to all associates as well as changes to the associate handbook. A read receipt will be requested.

Welcome to Metropolitan Preparatory Academy!

Thank you for joining the *Metropolitan Preparatory Academy* team! You have a great contribution to make to the education of children and we sincerely hope that you will find your employment at *Metropolitan Preparatory Academy* to be a professionally rewarding experience. We look forward to working together to create opportunities for children becoming successful lifelong learners. You have joined an organization that has established an outstanding reputation for quality. Credit for this has gone to everyone involved in this organization and we hope that you, too, will find satisfaction and take pride in your work here.

As a member of *Metropolitan Preparatory Academy* team, you will be expected to contribute your talents and energies to help us realize our goal of helping make our schools "world class" educational institutions in the coming years.

This Associate Handbook should provide answers to most of the questions you may have about our benefit programs, policies, and procedures. You are responsible for reading and understanding this Associate Handbook. If anything is unclear, please discuss the matter with your supervisor or a member of Human Resources. I extend to you my personal best wishes for your success and happiness at *Metropolitan Preparatory Academy*.

Sincerely,

_____

[Print Name]

[Print Title]

About This Handbook

This handbook has been written to serve as the guide for the employer/associate relationship. This handbook applies to faculty and staff at *Metropolitan Preparatory Academy.* In addition, certain individuals who are not associates of *Metropolitan Preparatory Academy* but who nevertheless work on premises, such as independent contractors and associates of the local school district or board of education, are also expected to comply with the terms and conditions of this handbook to the extent that the handbook sets standards of conduct for individuals who work on premises. Unless otherwise indicated, a benefit, policy, program, or procedure applies or is available to ALL associates.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Human Resources Department. You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth. Changes will be effective on the dates determined by the Company, and after those dates all superseded policies will be null.

Neither this handbook nor any other *Metropolitan Preparatory Academy* document (except an executed employment contract), confers any contractual right, either express or implied, to remain in *Metropolitan Preparatory Academy* employ, nor does it guarantee any fixed terms and conditions of your employment. Except as otherwise provided in an executed contract of employment, your employment is not for any specific time and may be terminated at will, with or without cause and without prior notice, by *Metropolitan Preparatory Academy* or you may resign for any reason at any time.

No supervisor or other representative of *Metropolitan Preparatory Academy* (except the Principal) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time with or without advanced notice. We will try to inform you of any changes as they occur.
Finally, this handbook contains proprietary information that should not be disclosed outside *Metropolitan Preparatory Academy*, other than to individuals affiliated with *Metropolitan Preparatory Academy* whose knowledge of the information is required in the normal course of business.

Vision and Mission Statement.

We believe the contributions of young urban males to be key to sustainable development in Richmond, in our country and around the globe. Our vision is a city and a world in which urban males from low-wealth backgrounds are significantly engaged in our global community, contributing to sustainable development and benefiting from their skills, knowledge, and gifts to their fullest potential.

To that end, our mission is to help better prepare Richmond's low-income, urban male youth for success in college, work, and life. Consistent with General Assembly, Virginia Board of Education, and Local Education Authority objectives, as articulated in the Virginia Standards of Quality (SOQ) § 22.1-253.13:1 – 22.1-253.13:9, our Virginia SOL-based curriculum with Common Core State Standards (CCSS) enhancements is designed to meet or exceed content and performance standards as described in the SOQ.

In compliance with the SOQ, instructors will follow the Virginia Standards of Learning and its Curricular Framework as the foundation for instruction in core courses, Health and Physical Education classes, Fine Arts classes, and other credit electives and exploratory courses for grades 6 – 12. Furthermore, with Common Core enhancements and additional customized seminar programming, our instructors will reach beyond the SOQ and SOL standards to provide students with extra reinforcement to set them on a clear path to graduation, matriculation, vocation, and global citizenship.

SECTION 1
1.1 EMPLOYMENT APPLICATIONS
We rely upon the accuracy of information contained in the employment application and the accuracy of other data presented through out the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

1.2 OPEN COMMUNICATIONS POLICY
We want to hear from you. *Metropolitan Preparatory Academy* strongly encourages associate participation in
decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our associates and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization. Associates are encouraged to openly discuss with their supervisor any problems or suggestions so appropriate action may be taken. If the supervisor cannot be of assistance, the Chief Executive Officer is available for consultation and guidance. *Metropolitan Preparatory Academy* is interested in all of our associates' success and happiness. We, therefore, welcome the opportunity to help associates whenever feasible.

SECTION 2. YOUR EMPLOYMENT
2.1 AT WILL EMPLOYMENT
All employment at *Metropolitan Preparatory Academy* is "at will." This means that both associates and *Metropolitan Preparatory Academy*have the right to terminate employment at any time, with or without advance notice (although we request and try to give thirty days notice), and with or without cause. No one other than the Principal has the authority to alter this arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Principal. In addition, *Metropolitan Preparatory Academy* maintains a highly flexible culture. Given the entrepreneurial nature of *Metropolitan Preparatory Academy*, an associate's position and/or position description may be changed at any given time by his or her supervisor. Nothing in this manual is intended to change this policy. However, *Metropolitan Preparatory Academy* will not discharge an associate who has legitimately invoked the Whistleblower Protection policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; exercising their right of association; answering the call to jury duty; for filing a workers' compensation claim; or for receiving an order for wage garnishment.

2.2 STATUS
An "associate" of *Metropolitan Preparatory Academy* is a person who regularly works on a wage or salary basis. "Associates" may include exempt, non-exempt, regular fulltime,

and regular part-time persons. "Associates" may also include temporary persons and others, employed with a related party or third-party, who are subject to the control and direction of *Metropolitan Preparatory Academy* in the performance of their duties with respect to particular parts of the human resources policy.

EXEMPT
Associates whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

NON-EXEMPT
Associates whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

REGULAR FULL-TIME
Associates who have completed the 30 day probationary period and who are regularly scheduled to work [35] or more hours per week. Generally, they are eligible for the *Metropolitan Preparatory Academy* benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME
Associates who have completed the 30 day probationary period and who are regularly scheduled to work less than 35 hours per week.

TEMPORARY (FULL-TIME or PART-TIME)
Those whose performance is being evaluated to determine whether further employment in a specific position or with *Metropolitan Preparatory Academy* is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary associates retain that status until they are notified of a change. They are not eligible for any of *Metropolitan Preparatory Academy* benefit programs.

2.3 CRIMINAL HISTORY AND EDUCATIONAL HISTORY

As a condition of their employment, all associates are required to submit to a criminal history review. A criminal history review through the *[Insert State Name]* Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. Individuals who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or have violated the law may not be offered employment and/or may be subject to termination. Individuals whose criminal history review reveals that they have been convicted of a felony will not be offered employment and/or will be terminated. No person employed or otherwise associated with an *Metropolitan Preparatory Academy* charter school, including members of the Board of Trustees, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Associates are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to Human Resources. To the extent permitted by law, *Metropolitan Preparatory Academy* may require that these costs be borne by the associate. Individuals whose educational background differs from that of the job description will not be considered for employment.

2.4 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

Just as *Metropolitan Preparatory Academy* expects the highest personal conduct from our students, we expect you to conduct business according to the highest ethical standards of conduct. Associates are expected to devote their best efforts to the interests of *Metropolitan Preparatory Academy*. *Metropolitan Preparatory Academy* recognizes your right to engage in activities outside of your employment which are of a private nature and unrelated to our business. However, you must disclose any possible conflicts so that *Metropolitan Preparatory Academy* may assess and prevent potential conflicts of interest from arising. Please disclose actual or potential conflicts of interest, in writing, to your supervisor. A potential or actual conflict of interest occurs whenever an associate is in a position to influence a decision that may result in a personal gain for the associate or an immediate family member (*i.e.*, spouse or significant other, children, parents, siblings) as a result of the *Metropolitan Preparatory Academy* business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If you have any question whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time associate we expect that you devote your full professional effort to your position at *Metropolitan Preparatory Academy*. If you wish to participate in outside work activities you are required to obtain written approval from the Principal prior to starting those activities. Approval will be granted unless the activity conflicts with *Metropolitan Preparatory Academy* interest. In general, outside work activities are not allowed when they:

- Prevent you from fully performing work for which you are employed at *Metropolitan Preparatory Academy*;
- Involve organizations that are doing or seek to do business with *Metropolitan Preparatory Academy*, including actual or potential vendors; or
- Violate provisions of law or *Metropolitan Preparatory Academy* policies or rules.
  In cases of conflict with any outside activity, your obligations to *Metropolitan Preparatory Academy* must be given priority. Full-time associates are hired and continue in *Metropolitan Preparatory Academy* employ with the understanding that *Metropolitan Preparatory Academy* is their primary employer and that other employment, commercial involvement or volunteer activity which is in conflict with the business interests of *Metropolitan Preparatory Academy* is strictly prohibited.

- *Whereas diminimis usage of Metropolitan Preparatory Academy* office space, equipment, and materials for outside activities is expected, please exercise professional judgement. Beyond a diminimus level (infrequent, immaterial in terms of time and cost to us), our office space, equipment, materials, and company time are not to be used for outside employment or occupations.

  Raising student achievement is hard work! Meeting goals and objectives at Metropolitan Preparatory Academy will probably require you to work beyond your normally scheduled hours. *Metropolitan Preparatory Academy* asks that full-time associates perform this work as the project demands.

2.5 IMMIGRATION LAW COMPLIANCE

Metropolitan Preparatory Academy employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986. Each new associate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former associates who are rehired must also complete the form if they have not completed an I-9 with *Metropolitan Preparatory Academy* within the past three years or if their previous I-9 is no longer retained or valid.

2.6 WORK PRODUCT OWNERSHIP

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

2.7 PUBLIC RELATIONS

The success of *Metropolitan Preparatory Academy* depends upon the quality of the relationships between *Metropolitan Preparatory Academy*, its associates, students, parents and the general public. The public impression of *Metropolitan Preparatory Academy* and its interest in *Metropolitan Preparatory Academy* will be formed, in part, by *Metropolitan Preparatory Academy* associates. *Metropolitan Preparatory Academy* associates are ambassadors.
The more goodwill an associate promotes, the more associates, students, parents and the general public will respect and appreciate the associate, *Metropolitan Preparatory Academy*, and *Metropolitan Preparatory Academy* services. Below are several things associates can do to help leave people with a good impression of *Metropolitan Preparatory Academy.* These are the building blocks for our continued success.

- Communicate with parents regularly.
- Act competently and deal with others in a courteous and respectful manner.
- Communicate pleasantly and respectfully with other associates at all times.
- Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the workweek.
- Take great pride in their work and enjoy doing their very best.

2.8 WHISTLEBLOWER POLICY

Metropolitan Preparatory Academy is committed to maintaining a workplace where associates are free to raise good faith concerns regarding the business practices, the welfare of its people (students, staff, faculty, administration, board, stakeholders), and the security of its environment, specifically: **(1)** reporting suspected violations of law, including but not limited to federal laws and regulations; **(2)** providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and **(3)** identifying potential violations of *Metropolitan Preparatory Academy* policy, specifically the policies contained in *Metropolitan Preparatory Academy* Associate Handbook.

An associate who wishes to report a suspected violation of law or *Metropolitan Preparatory Academy* policy may do so confidentially by contacting the School Principal or the Director of Human Resources. *Metropolitan Preparatory Academy* expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against associates who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of *Metropolitan Preparatory Academy*. Any associate who engages in retaliation will be subject to discipline, up to and including termination.

Any associate who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following: the associate's immediate supervisor, an administrator, the Principal, or a member of the board of directors. Supervisors, managers, and Human Resources staff who receive complaints of retaliation must immediately inform the Principal.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Principal and a member of *Metropolitan Preparatory Academy* management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 3. EMPLOYMENT POLICIES & PROCEDURES

3.1 EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity is a fundamental principle at *Metropolitan Preparatory Academy*, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, national origin, age, disability, political affiliation or belief or any beneficiary of any program financially assisted under Title 1 of the

Workforce Investment Act of 1998 (WIA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of his/her participation in any *[Insert State Name]* Department of Labor program or activity veteran status, genetic predisposition or carrier status, pregnancy or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment. The Human Resource Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Associates' questions or concerns should be referred to their supervisor or the HR Manager. Appropriate disciplinary action may be taken against any associate willfully violating this policy.

3.2 DISABILITY ACCOMODATION

Metropolitan Preparatory Academy is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination on the basis of disability. It is *Metropolitan Preparatory Academy* policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the associate can perform the essential functions of the job. Consistent with this policy of nondiscrimination, *Metropolitan Preparatory Academy* will provide reasonable accommodations to a qualified individual with a disability who has made *Metropolitan Preparatory Academy* aware of his or her disability, provided that such accommodation does not constitute an undue hardship on *Metropolitan Preparatory Academy*. Associates with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resource Manager. *Metropolitan Preparatory Academy* encourages individuals with disabilities to come forward and request reasonable accommodation.

Consistent with the non-discrimination in employment policy, all students of Metropolitan Preparatory Academy are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at *Metropolitan Preparatory Academy* in a non-discriminatory manner. *Metropolitan Preparatory Academy* does not discriminate in the administration of its educational policies, admission policies, scholarship and loan programs, and athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, assessments and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

3.3 HARASSMENT

It is the policy of *Metropolitan Preparatory Academy* to ensure equal employment opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law.

Metropolitan Preparatory Academy prohibits any such discrimination or harassment. It is our mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other associate of ASCA to harass a student, teacher,

administrator, or other associate through conduct or communication. This policy applies to all applicants and associates, whether related to conduct engaged in by fellow associates or someone not directly connected to *Metropolitan Preparatory Academy* (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

What is Harassment

Harassment can take many forms. As used in this Associate Handbook, the term "harassment" includes:

- Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.
- Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.
- Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.
- Offensive pictures, drawings or photographs or other communications, including e-mail. Threatening reprisals of an associate's refusal to respond to requests for sexual favors or for reporting a violation to this policy.
- Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:

    - Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.

    - Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.

    - Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.

Responsibility

All *Metropolitan Preparatory Academy* associates have a responsibility for keeping our work environment free of harassment.

Reporting

Metropolitan Preparatory Academy encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, an administrator, the Life Coach, the Principal, or a member of the board of directors.

In addition, *Metropolitan Preparatory Academy* encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is

unwelcome and request that it be discontinued. Often this action alone will resolve the problem. *Metropolitan Preparatory Academy* recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures.
Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. *Metropolitan Preparatory Academy* is serious about enforcing its policy against harassment. However, *Metropolitan Preparatory Academy* cannot resolve a harassment problem that it does not know about. Therefore, associates are responsible for bringing any such problems to *Metropolitan Preparatory Academy* attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure
All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Informal Procedure: If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor and/or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the *Metropolitan Preparatory Academy* designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that *Metropolitan Preparatory Academy* may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.

Formal Procedure: As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources. *Metropolitan Preparatory Academy* encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling

and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as *Metropolitan Preparatory Academy* believes appropriate under the circumstances. If a party to a complaint does not agree with its resolution, that party may appeal to *Metropolitan Preparatory Academy Principal*. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation
Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion
This policy was developed to ensure that all associates can work in an environment free from harassment, discrimination and retaliation. *Metropolitan Preparatory Academy* will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any associate who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of *Metropolitan Preparatory Academy* prohibit disparate associate treatment on the basis of sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

3.4 GRIEVANCE PROCEDURE
The grievance procedure is a process by which an associate of *Metropolitan Preparatory Academy* can bring workplace concerns to upper levels of management. This is a formal process and requires rules be strictly followed. Failure to follow procedures will forfeit your right to this process. In the event of a dispute involving employment practices or the enforcement of the personnel policies contained in this Associate Handbook, and after a good faith effort with the supervisor to thoroughly resolve the dispute, all associates may submit their grievance following the procedures outlined below. The good faith effort shall be documented, including problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. This documentation will be included in the personnel file. Failure to follow the procedures and timelines below constitutes a waiver of the associate's right to grieve.

Non-Grievable Issues: The following issues are not eligible for processing through the *Metropolitan Preparatory Academy* Associate Grievance Procedure.

Issues which are pending or have been concluded by the Virginia Commission on Equal Opportunity, or through other administrative or judicial procedures.
Performance responsibilities, expectations, and evaluations. Temporary work assignments.
Budget and organizational structure, including the number or assignments of positions in any organizational unit. The selection of an individual to fill a position, unless it is alleged that the selection is in violation of an agency's written policy.

Termination, demotion, reassignment, furlough, layoff from duties because of lack of work, or other actions resulting from a reduction in the work force or job abolition.
If the subject of your grievance is related to any of the areas listed above, your grievance cannot be processed through the Associate Grievance Procedure.

A grievance can have up to four steps: (1) grievance statement; (2) qualification for hearing; (3) hearing; and (4) review of the hearing decision. Not all grievances are qualified for hearing.

Step 1: The associate may submit his/her grievance in writing either by email or pre-printed grievance forms to the *Metropolitan Preparatory Academy* Conflict Resolution Committee within seven calendar days of a failed good faith effort to resolve the dispute. The committee is comprised of the Chief
Operations Officer, Director of Human Resources and/or Chief Academic Officer.

Step 2: Within fourteen calendar days of receipt of the written grievance, the Personnel Committee will inform the associate of the decision to schedule a formal meeting. If a formal meeting is scheduled, it will be scheduled at a mutually convenient time and place for discussion of the complaint with all parties involved, but no event later than twenty days after receipt of the written grievance and after notification to the associate.

Step 3: The Conflict Resolution Committee will hold a hearing and render a decision, as established by a
majority vote of the members of the Conflict Resolution Committee. If the Director or any member of the
Conflict Resolution Committee is an involved party, he/she will be precluded from hearing the grievance
and participating in the decision. The decision shall be rendered within seven calendar days of the completion of the final hearing. Any such proceedings shall be conducted in closed session, unless otherwise requested by the associate. The associate may not have counsel present at the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within seven calendar days of the last committee hearing.

Step 4: The decision of the Conflict Resolution Committee shall be final unless appealed by the associate to the Principal, who may review and modify the decision of the Conflict Resolution Committee if determined that the Committee failed to properly follow the grievance process described above. A request for an appeal must be submitted to the PRINCIPAL within seven calendar days of the decision of the Conflict Resolution Committee. After receiving an appeal request, the Prinicipal shall schedule a meeting with the Conflict Resolution Committee to consider such an appeal as soon as administratively practical. Any associate or affiliate, who is

an interested party, shall excuse themselves from any reviews of Conflict Resolution Committee decisions. Any such proceedings shall be conducted in closed session, unless requested otherwise by the associate.
The associate may not have counsel participate in any such proceedings. Written notice of the result of the review shall be sent to the associate and the members of the Conflict Resolution Committee Committee within 7 calendar days.

3.5 SUBSTANCE ABUSE POLICY
Metropolitan Preparatory Academy is committed to providing a safe and productive workplace for its associates. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of position, including both regular and temporary associates. The rules apply during working hours to all associates of *Metropolitan Preparatory Academy* while they are on school premises or elsewhere on *Metropolitan Preparatory Academy* business.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on *Metropolitan Preparatory Academy* property is prohibited.
Being under the influence of illegal drugs, alcohol, or substances of abuse on *Metropolitan Preparatory Academy* property is prohibited. Working while under the influence of prescription drugs that impair performance is prohibited.

So that there is no question about what these rules signify, please note the following definitions:

Company property/ *Metropolitan Preparatory Academy* Property: All Company owned or leased property used by associates.
Controlled substance of abuse: Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.
Drug: Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.
Drug paraphernalia: Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.
Illegal drug:
a. Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.
b. Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.
c. Inhalants used illegally.
Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

Consistent with the rules listed above, any of the following actions constitutes a violation

of the *Metropolitan Preparatory Academy* policy on drugs and may subject an associate to disciplinary action, up to and including immediate termination.

- Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.
- Working or reporting to work, conducting business or being on *Metropolitan Preparatory Academy* property while under the influence of an illegal drug or alcohol, or in an impaired condition.

3.6 SMOKING

The smoking of tobacco products is not permitted anywhere on the *Metropolitan Preparatory Academy* premises except in authorized and designated locations. The chewing of tobacco products is not permitted anywhere on the *Metropolitan Preparatory Academy* premises.

3.7 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information is essential to the interests and success of *Metropolitan Preparatory Academy*. Such confidential information includes, but is not limited to, the following examples:

- Compensation data,
- Financial information,
- Marketing strategies,
- Pending projects and proposals,
- Proprietary production processes,
- Personnel/Payroll records, and
- Conversations between any persons associated with the company.

All associates are required to sign a non-disclosure agreement as a condition of employment. Associates who improperly use or disclose trade secrets or confidential business information will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.8 NEW ASSOCIATE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new associate feel comfortable, informed about the company, and prepared for their position. New associate orientation is conducted by a Human Resources representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new associate will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Associates are presented with all codes, keys, and procedures needed to navigate within the workplace. The new associate's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new associate get started on specific functions.

3.9 PROBATIONARY PERIOD FOR NEW ASSOCIATES

The probationary period for regular full-time and regular part-time associates lasts up to 30 days from date of hire. During this time, associates have the opportunity to evaluate *Metropolitan Preparatory Academy* as a place to work and management has its first opportunity to evaluate the associate.
During this introductory period, both the associate and *Metropolitan Preparatory Academy* have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 30 day review will be given and benefits will begin as appropriate. All associates, regardless of classification or length of service, are expected to meet and maintain standards for job performance and behavior (See Section 4, Standards of Conduct).

3.10 PERSONNEL FILES
Associate personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to associate performance reviews, coaching, and mentoring. Personnel files are the property of *Metropolitan Preparatory Academy*, and access to the information is allowed with prior notice. Management personnel of *Metropolitan Preparatory Academy* who have a legitimate reason to review the file are allowed to do so. Associates can review all personnel records maintained electronically. Associates who wish to review their own hard-copy file should contact the Executive Administrative Assistant. With reasonable advance notice, the associate may review his/her hard-copy personnel file in the *Metropolitan Preparatory Academy administrative* office and in the presence of their supervisor [or the Executive Administrative Assistant, the Principal, or any other administrator].

3.11 PERSONNEL DATA CHANGES
It is the responsibility of each associate to promptly notify the Human Resources Department of any changes in personnel data such as:

- Mailing address,
- Telephone numbers,
- Name and number of dependents, and
- Individuals to be contacted in the event of an emergency.

An associate's personnel data should be accurate and current at all times.

3.12 INCLEMENT WEATHER/EMERGENCY CLOSINGS
At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by the Principal.
When the decision is made to close the office, associates will receive official notification from their supervisors. Time off from scheduled work due to emergency closings will be paid for all exempt and non-exempt associates. However, if the Principal does not close the office, associates who take time off during inclement weather and would like to be paid, are permitted to use vacation time if it is available to them. Please listen to local news and radio reports. In general, *Metropolitan Preparatory Academy* will follow the decisions of the Richmond Public Schools Division. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

SECTION 4. PERFORMANCE

4.1 ASSOCIATE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews with all regular full-time and regular part-time associates annually. Supervisors will conduct informal performance reviews and goal setting sessions at least semi-annually.

Performance reviews are designed for the supervisor and the associate to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, associate and supervisor discuss ways in which the associate can accomplish goals or learn new skills. The goal setting sessions are designed for the associate and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Metropolitan Preparatory Academy directly links wage and salary increases with performance. Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

4.2 CORRECTIVE ACTION

Metropolitan Preparatory Academy holds each of its associates to certain work rules and standards of conduct. When an associate deviates from these rules and standards, *Metropolitan Preparatory Academy* expects the associate's supervisor to take corrective action.

Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected. The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the associate's previous record.

Though committed to a progressive approach to corrective action, *Metropolitan Preparatory Academy* considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include but are not limited to: theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of company property, being on company property during non-business hours, the use of company equipment without prior authorization by, untruthfulness about personal work history, skills, or training, divulging business practices, and misrepresentations of *Metropolitan Preparatory Academy* to a another associate, a prospective associate, or the general public.

4.3 DISCIPLINE

All associates are expected to meet *Metropolitan Preparatory Academy* standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with *Metropolitan Preparatory Academy* policies and procedures. If an associate does not meet these standards, *Metropolitan Preparatory Academy* may or may not, at sole discretion, take corrective action, other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the associate with a reasonable time within which to improve performance. The process is designed to encourage development by providing associates with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with *Metropolitan Preparatory Academy* policies and procedures and/or other disciplinary problems.

Warnings:
The supervisor should discuss any problem and present a warning to the associate that clearly identifies the problem and outlines a course of corrective action within a specific time frame. The associate should clearly understand both the corrective action and the consequence (*i.e.*, termination) if the problem is not corrected or recurs. The associate should acknowledge receipt of the warning and include any additional comments of his or her own before signing it. A record of the discussion and the associate's comments should be placed in the associate's file. Associates who have had formal written warnings may not be eligible for salary increases, bonus awards, promotions, leaves of absence or transfers during the warning period.
Corrective action may include any of a variety of actions depending upon the circumstances and severity of the particular situation. Corrective actions may be taken at the discretion of management and include **any** of the following:

- Verbal counseling with you, which will be confirmed in writing by the supervisor for your personnel file.
- Written warning, which will be placed in your file.
- Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an associate from organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If you are suspended, it will be documented in your personnel file.
- Discharge, which will be documented in your file.

The corrective action process will not always commence with a verbal counseling or include every step. The above options are not to be seen as a process in which one step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, your intent and motivation to change the performance, the environment in which the offense took place, and other possible mitigating circumstances.

4.4 STANDARDS OF CONDUCT

The work rules and standards of conduct for *Metropolitan Preparatory Academy* are important, and *Metropolitan Preparatory Academy* regards them seriously. All associates are urged to become familiar with these rules and standards. In addition, associates are expected to follow the rules and standards faithfully in doing their own jobs and conducting *Metropolitan Preparatory Academy* business. Please note that any associate who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the

workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records (See Section 5.2, Timekeeping);
- Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of company-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);
- Excessive absenteeism or any absence without notice (See also, Section 4.1
- Attendance/Punctuality and 4.2, Absence without Notice);
- Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);
- Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of business “secrets” or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

4.5 PHYSICAL CONTACT WITH STUDENTS AND OTHER STAFF MEMBERS

Under Virginia Law, a touching is a battery, and illegal, if there is an intentional use of force or violence upon the person of another; or the intentional administration of a poison or other noxious liquid or substance to another. To establish battery, Virginia courts have held that it is sufficient if the actor intends to inflict an offensive contact without the other’s consent. There is no requirement for maliciousness or intent to inflict actual damage. The essential element of a battery is physical contact, whether injurious or merely offensive, and a battery may be committed by touching another through the clothing.

It is the policy of *Metropolitan Preparatory Academy* that no teacher or staff member will use corporal punishment against a student. This prohibition includes spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior.

If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that they not be touched, then the following forms of touching are considered appropriate:

- Hugs initiated by the student
- Hugs given with permission
- Pats on the shoulder or back
- Hand-shakes
- "High fives" and hand slapping
- Touching shoulders and arms around the shoulder area
- Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes
- Holding hands, for the purpose of assistance, while walking with children with disabilities
- Arm around shoulders
- Reasonable self defense
- Reasonable defense of another
- Reasonable restraint of a violent person to protect others or property

However, in situations of emergency response, any touching which would be deemed necessary by a reasonable and prudent person to protect others or property would be appropriate.

Except as discussed above, the following forms of touching are never appropriate (except under the emergency response conditions explained above):

- Inappropriate or lengthy embraces
- Kisses on the mouth
- Corporal punishment
- Sitting students on one's lap (grades 3-8)
- Touching buttocks, chests or genital areas
- Pushing a person or another person's body part (other than in self defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff-members

- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages (except as a part of another administration-approved activity such as a therapeutic unit in a Health/P.E. class, or as part of medical treatment approved by the school nurse.)
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact
-

This policy does not prevent touching a student for the purpose of guiding them along a physical

path, or in a school-approved activity which requires touching such as a team-building event, helping another up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. In Virginia, an assault is an attempt to commit a battery or the intentional placing of another in reasonable apprehension of receiving a battery.

Consequently an attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. The victim may also choose to bring civil or criminal charges against the violator.

This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger children or children with a disability, touching is more appropriate. A touch for the purpose of helping (i.e.: cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in more general circumstances. An accidental touch is never inappropriate provided it is a true accident. It is impossible to define each and every instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

4.6 REPORTING CHILD ABUSE

Pursuant to *[_____]*

4.7 CONFIDENTIALITY TO ACCESS CHILDREN'S RECORDS

All information contained in student's records, including information contained in a electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act. These records are the property of *Metropolitan Preparatory Academy*, whose responsibility it is to secure the information against loss, defacements, tampering or use by unauthorized persons. Please do not speak about children in hallways or public areas. The information about children is confidential and must not be discussed in at a level of detail that would compromise confidentiality in the outside community.

No child's files are to be taken off premises unless granted permission by the Principal. Only teachers, administrative and office personnel, and parents/guardians accompanied by one of the aforementioned staff members or a board of directors member are permitted to review the children's files. When a hard-copy file is requested from the main office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Principal or their designee. Please do not remove any materials from any student's file. Files may not leave the building without specific written authorization from Principal or their designee. If you request a student's file, you will be responsible for its contents.

LIABILITY:
The effective teacher is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is well to be aware of the possible consequences of negligence.
The teacher is legally responsible to act in a reasonable and prudent manner at all times. Specifically the teacher must do the following:

1. Never leave students unsupervised. Leaving a classroom or other school group setting without another responsible adult present is leaving students unsupervised.
2. Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.
3. Report any unsafe condition in the room or on campus to the principal so that it may be corrected.
4. Strictly adhere to all stated policy of the district and of the individual school. Failure by teachers to meet their responsibilities may have severe consequences, e.g., revocation of their license, criminal charges, etc.. Additionally teachers may be held legally liable for negligence in the performances of their duties.

SECTION 5. ATTENDANCE

5.1 ATTENDANCE/PUNCTUALITY

The presence or absence of each associate is of critical importance to the successful operation of the *Metropolitan Preparatory Academy*. Therefore, *Metropolitan Preparatory Academy* expects all of its associates to be on time, ready to begin work at the beginning of their day, and to work the full allotted time they are assigned each day. *Metropolitan Preparatory Academy* reserves the right to assign associates to jobs other than their usual assignment when necessary, provided the associate is capable of performing the essential functions of the alternate assignment. It is expected that exempt associates will work the hours necessary to get the job done, and will request assistance as required to meet work demands timely and successfully when projects require excessive person-hours. Associates are not allowed to perform work (for additional pay) at home or away from the *Metropolitan Preparatory Academy* unless specifically authorized for each occurrence by their Supervisor.

Non-exempt associates are not obligated to work before or to continue working after their scheduled hours unless specifically authorized for each occurrence by their supervisor. Attendance at *Metropolitan Preparatory Academy* sponsored functions is not compensated unless approved by the Principal, or during normal business hours, or unless the supervisor has required you to attend and/or work at the function and has written approval from the Operations Manager to provide the additional compensation. Associates violating these rules may be subject to disciplinary action up to and including, termination.

5.2 ABSENCE WITHOUT NOTICE

From time to time, it may be necessary for associates to be absent from work. Metropolitan Preparatory Academy is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside an associate's work hours may arise. Paid time off (PTO) has been provided for this purpose. Associates who are unable to report to work, or who will arrive late, should contact their Supervisor and inform him/her of their situation. Associates who know in

advance that they will need to be absent should request this time off directly from their supervisor.

Associates who are unable to call in themselves because of an illness, emergency or for some other reason, should be sure to have someone call for them. Associates who are absent because of an illness for three or more consecutive days may be asked by the Principal or your supervisor to submit written documentation from their doctor stating that they are able to resume normal work duties before they will be allowed to return to work. A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early without informing administration will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

Except in extraordinary circumstances, three consecutive days of no call/no show is considered a voluntary termination. The "extraordinary circumstances" determination will be made by the school Principal. Supervisors will make a note of any associate's absence or lateness, and his or her reasons, and have it recorded in the associate's electronic personnel file. Associates should be aware that excessive absences, lateness or leaving early may lead to disciplinary action, up to and including termination.
Note: Please see section *4.3 Discipline* for *Metropolitan Preparatory Academy* discipline procedure.

SECTION 6. WAGE AND SALARY POLICIES

6.1 BASIS FOR DETERMINING PAY

Several factors may influence your rate of pay. Some of the items *Metropolitan Preparatory Academy* considers are the nature and scope of your job, what other employers pay their associates for comparable jobs (external equity), what *Metropolitan Preparatory Academy* pays their associates in comparable positions (internal equity), and individual as well as *Metropolitan Preparatory Academy* performance. It is *Metropolitan Preparatory Academy* goal to have a current Job Description on hand that generally and aptly defines your job responsibilities.

6.2 WAGE OR SALARY INCREASES

Each associate's hourly wage or annual salary will be reviewed at least once each year. The associate's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion. Increases will be determined on the basis of school budget, school and external economic climate, performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.10, Performance Review/Goal Setting Sessions).

6.3 TIMEKEEPING

Time Reporting – All associates will track and report time worked electronically. Associates will be given thorough instructions on usage and instructions on what to do should a problem occur.

Non-Exempt Associates: Time worked is the time actually spent performing assigned duties. *Metropolitan Preparatory Academy* does not pay for extended breaks or time spent on personal matters. Authorized personnel will review time records each week. Any changes to an associate's time record must be approved by his/her supervisor. Questions regarding the timekeeping system should be directed to the appropriate person.

6.4 OVERTIME

Overtime compensation is paid to non-exempt associates in accordance with federal and state wage and hour restrictions. Overtime is payable for hours worked over 40 per week at a rate of one and one-half times the non-exempt associate's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly associate must receive the supervisor's authorization. Overtime worked without authorization from the supervisor may result in no pay for the additional hours worked. The supervisor's electronic approval in the time reporting system authorizes pay for overtime hours worked.

6.5 PAYDAYS

All associates are paid on the ____ and the _____ day of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, associates will receive pay on the prior day of operation. Paychecks will not, under any circumstances, be given to any person other than the associate without written authorization. Paychecks may also be mailed to the associate's address or deposited directly into an associate's bank account upon request. For salaried associates, salary payments are made on a semi-monthly basis for base salary due
up to the pay date. Overtime payment, which is included with the non-exempt associate's base salary payment, is paid semi-monthly with the base salary.

Metropolitan Preparatory Academy pays all salaried associates on a twelve (12) month year, regardless of whether they work summers. Hourly associates are paid semi-monthly on the same schedule as salaried associates. Hours worked from the _____ to the _____ of each month will be paid on or about the ____ of each month. Hours worked from the ____ to the ____ will be paid on or about the final day of each month. Hours worked from the ____ to the close of the month will be paid on the first paycheck of the following month, on or about the _____ of the next month. For more information on pay periods, please contact the school Executive Administrative Assistant.

Associates will be paid through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a *Direct Deposit Authorization* form may be obtained from the Executive Administrative Assistant. Due to banking requirements it may take several weeks for activation of the Direct Deposit. In the event of a lost paycheck please see Payroll for a *Stop Check Request Form*. In the event the lost paycheck is recovered and *Metropolitan Preparatory Academy* identifies the endorsement as that of the associate, the associate must remit the amount of the replacement check to Metropolitan Preparatory Academy within 24 hours of the time it is demanded.

A statement of earnings is available via Paychex website (access instructions below) each pay period to associates indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. Voluntary deductions must be declared and authorized in writing by the associate through our "Voluntary Deductions Form". The amount of Federal withholding is affected by the number of exemptions claimed on Form W-4, Associate's Withholding Allowance Certificate. If an associate's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted.

The web address to view statement of earnings is **https://_____.** Your Company ID is_____. Your user name is _____ (example: **jbean**). Your initial password is _____.

6.6 SALARY DEDUCTIONS

Metropolitan Preparatory Academy will pay exempt associates a salary rather than by the hour. Once an associate's PTO (paid time off) days have been exhausted or are otherwise unavailable, *Metropolitan Preparatory Academy* will deduct pay from an exempt associate's salary under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full day disciplinary suspensions; and (iv) partial or full day absences during an approved family or medical leave.

Metropolitan Preparatory Academy will not deduct pay from an exempt associate's salary if the associate has a partial day absence. Exempt associates who believe that *Metropolitan Preparatory Academy* made an incorrect or improper salary deduction should promptly report the deduction to their supervisors or the Operations Manager. If *Metropolitan Preparatory Academy* incorrectly or improperly made a deduction from an exempt associate's salary, it will reimburse the associate for the deducted pay. *Metropolitan Preparatory Academy* reserves the right to terminate employment once absenteeism exceeds paid or unpaid leave available.

6.7 EFFECTIVE DATE OF COMPENSATION CHANGES

Changes to the amount of an associate's wage or salary will become effective on the first regular pay period following the change.

6.8 DIRECT DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account of your choice. All associates are paid by direct deposit.

6.9 ERROR IN PAY

Every effort is made to avoid errors in your paycheck. Associates who believe an error has been made should tell the Senior Accountant immediately. They will take steps to research the problem and endeavor to make any necessary corrections by the next regular pay day.

6.10 WAGE GARNISHMENT

Metropolitan Preparatory Academy hopes that its associates will manage their financial affairs so that it will not be obligated to execute any court-ordered wage garnishments. However, when

an associate's wages are garnished by court order, *Metropolitan Preparatory Academy* is legally bound to withhold the amount indicated in the garnishment order from the associate's paycheck. *Metropolitan Preparatory Academy* will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an associate's paycheck. A $3.00 service fee may be charged per check written to cover the administration of the above, if permitted by the judgment of garnishment.

SECTION 7
BENEFITS AND TIME OFF
7.1 GROUP BENEFITS

Metropolitan Preparatory Academy offers a benefits program for its regular full-time associates. However, the existence of these programs does not signify that an associate will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

Purpose and Policy

Metropolitan Preparatory Academy strives to provide the best, most equitable and cost-effective benefits for associates in recognition of the influence employment benefits have on the economic and personal welfare of our associates. Paid in various benefit forms on your behalf, the total cost to provide the benefit program described in this Handbook and other documents is a significant supplement to your pay and should be viewed as additional compensation.
Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time associates, whether exempt or nonexempt status, unless otherwise provided in a particular benefit plan. Some benefits may earn credit during your new-hire introductory period, but eligibility to use the benefit will not occur in most cases until you obtain regular status, or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Associate Cost Sharing

Discretionary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by *Metropolitan Preparatory Academy*. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the organization's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, you may be required to share in the cost to continue the insurance plan coverage.

Benefit Design and Modification

Metropolitan Preparatory Academy reserves the right to design plan provisions and to add, eliminate, or in other ways modify any discretionary benefits described in this Handbook or elsewhere in plan documents, where and when it is deemed in the organization's best interest to do so. These benefits are subject to change depending on management decision and resources. Therefore, it is not appropriate for you to make a serious personal decision based solely on the current presence of an organization benefit.

Benefit Plan Documents

You will be provided with summary plan descriptions upon eligibility and enrollment. The

benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from Human Resources Department for your review. We ask that you refer any questions about this information to the Executive Administrative Assistant.

Right to Modify

Metropolitan Preparatory Academy reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, *Metropolitan Preparatory Academy* reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. For more complete information regarding any of our benefit programs, please contact the Operations Manager.

Other Benefits

Metropolitan Preparatory Academy will provide such other benefits to associates as may from time to time be mandated by applicable law and reserves the right at any time and from time to time to terminate, substitute or modify such benefits to the extent permissible under applicable law.

7.2 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives associates and their qualified beneficiaries the opportunity to continue health insurance coverage under *Metropolitan Preparatory Academy* health plan when a “qualifying event” would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of an associate; a reduction in an associate’s hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements. Under COBRA, the associate or beneficiary pays the full cost of coverage at group rates plus an administration fee. *Metropolitan Preparatory Academy* or our carrier provides each eligible associate with a written notice describing rights granted under COBRA when the associate becomes eligible for coverage under *Metropolitan Preparatory Academy* health insurance plan. The notice contains important information about the associate's rights and obligations.

7.3 SOCIAL SECURITY/MEDICARE

If you are a full time regular associate contributing to Teachers Retirement System of Virginia, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security Law, there are two ways your Social Security benefit may be affected.

1. Windfall Elimination Provision
2. Government Pension Offset

For more information please contact the Human Resources Department.
Metropolitan Preparatory Academy withholds income tax from all associates' earnings and participates in FICA (Social Security), for temporary associates and Medicare withholding and matching programs as required by law.

7.4 RETIREMENT
Metropolitan Preparatory Academy offers participation in a retirement plan for those associates who are eligible to participate.

7.4 PAID TIME OFF (PTO)
Paid time off (PTO) provides regular full time staff members with an entitlement of days away from work with pay upon the completion of a 30 day Introductory Period. PTO days may be used for vacation, personal time, illness or time off to care for family or dependants. PTO must be scheduled at least five (5) days in advance and approved by your supervisor, except in the case of an illness or emergency. In the case of illness or emergency you are required to contact your immediate supervisor at least one (1) hour before your shift begins, if possible. Associates using extended PTO time (in excess of 3 days) must submit a request at least two weeks before the extended PTO or if used as sick time the associate must submit a doctor's release upon return to work. Your supervisor uses his/her discretion to approve PTO without advance notice. Temporary associates, part time associates, workers being paid short or long-term disability insurance, and workers being paid workers' compensation are not eligible to receive or accrue PTO.

PTO may not be taken the last week of the school year, or on scheduled in-service and/or training days, or immediately before or after holidays without supervisor's permission. See your supervisor for specific department blackout dates. From their date of hire all 12-month, 11-month, 10-month, 9.75-month and 9.5-month school based associates are eligible to earn up to ____ (___) days of PTO during their scheduled work year. All 12-month school based non-administrators are eligible to earn up to _____ (___) days of PTO during their scheduled work year. 12-month administrators and Central Office associates are eligible to earn up to ____ (__) days of PTO during their scheduled work year. All associates should refer to the "use it or lose it" policy under Carryover.

Carryover
Each associate may carry over ___ days of accrued PTO over into the next fiscal or school year. Associates are responsible for monitoring their PTO over the course of the school year.

Use it or Lose it Policy
All associates will follow the "use it or lose it" policy. PTO time in excess of ___ days not taken by the end of the school year (for school based associates) or by June 30th (for administrators or central office associates) will be lost.

PTO Exceptions:

Associates, who miss more than three consecutive unscheduled days, may be required to present a doctor's release to the Human Resources department and/or Supervisor that permits them to return to work. PTO taken in excess of the PTO accrued can result in disciplinary action up to and including employment termination. This time will be unpaid. The only possible exception to this policy must be granted by the associate's supervisor.
Under the Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time. Associates will not take any paid time off days while on FMLA leave or any other unpaid leave of absence.

In the event an associate has exhausted his or her PTO, any additional time off must be approved by your supervisor and will be taken without pay. Any associate who misses three consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job. Upon the voluntary or involuntary termination of employment, associates will be paid their earned PTO based on their date of separation and their hourly rate of pay. PTO accrued prior to the start of a requested and approved unpaid leave of absence must be used to cover hours missed before the start of the unpaid leave. Under the Family and Medical Leave Act (FMLA) policy, all accrued PTO time is taken before the start of the unpaid FMLA time.

Associates will not take any paid time off days while on FMLA leave or any other unpaid leave of absence. In the event an associate has exhausted his or her PTO, any additional time off must be approved by your supervisor and will be taken without pay.
Any associate who misses three consecutive days of work without notice to their supervisor may be considered to have voluntarily quit their job. Earned PTO cannot be taken before it is accrued and approved.

7.5 DONATION OF PTO
Metropolitan Preparatory Academy recognizes that associates may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible associates will be allowed to donate PTO time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility
Associates who donate sick/personal time must be employed with *Metropolitan Preparatory Academy* for a minimum of 6 months.

Guidelines
Associates who would like to make a request to receive donated sick/personal time from their co-workers must have a situation that meets the following criteria:

• **Family Health Related Emergency**- Critical or catastrophic illness or injury of the associate or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the associate is the legal guardian or sole caretaker.
• **Other Personal Crisis**- A personal crisis of a severe nature that directly impacts the associate. This may include a natural disaster impacting the associate's primary residence

such as a fire or severe storm. Whether the situation is deemed a "crisis" will be determined by the school Principal.

Associates who donate sick/personal time from their unused balance must adhere to the following requirements:
Donation minimum- 4 hours
Donation maximum- no more than 50 % of your current balance

Note: Associates who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Associates cannot borrow against future sick/personal time to donate.

Associates who are currently on an approved leave of absence cannot donate sick/personal time.

Procedure
Associates who would like to make a request to receive donated PTO time are required to complete a Donation of Sick/Personal Time Request Form which includes authorization to present their request to the associates of *Metropolitan Preparatory Academy* for the sole purpose of soliciting donations. Associates who wish to donate PTO time to a co-worker in need must complete a Donation of Sick/Personal Time Form.

Approval
Requests for donations of sick/personal time must be approved by the associate's immediate supervisor. If the recipient associate has available PTO time in their balance, this time will be used prior to any donated PTO time. Donated sick/personal time may only be used for time off related to the approved request. PTO time donated that is in excess of the time off needed will be returned to the donor.

7.6 RECORD KEEPING
The School Operations Manager oversees records of PTO days accrued, used and donated. Each associate is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

7.7 HOLIDAYS
Metropolitan Preparatory Academy recognizes the following paid holidays for all school associates:

Unless otherwise provided in this policy, all *Metropolitan Preparatory Academy* associates will receive time off with pay at their normal base rate for each observed holiday. Associates on a leave of absence are ineligible for holiday benefits that accrue while on leave. Temporary and part time associates are not eligible to receive holiday pay.

To qualify for holiday pay, all associates must work the last scheduled day before and the first scheduled day after the holiday unless the associate is absent:

- At the Supervisor's request/approval
- At the request/approval of their supervisor, Principal or Assistant Principal
- Due to closure of schools because of inclement weather
- Due to sickness with a doctor's note verifying need for absence

Following Jury Duty or Bereavement Leave
Due to a previously scheduled and approved vacation

7.8 BEREAVEMENT

Metropolitan Preparatory Academy provides full-time associates up to three days paid bereavement leave, beyond sick or personal time, due to the death of an immediate family member. This includes a parent (including an in-law and step-parent), spouse, dependent, sibling, stepsibling, grandparent or grandchild. If a funeral is more than 500 miles from your home, you may receive paid leave for five days with prior approval from your supervisor.

7.9 JURY DUTY

Metropolitan Preparatory Academy encourages and expects all associates to fulfill their civic responsibility by serving jury duty when required. *Metropolitan Preparatory Academy* associates summoned for jury duty will be granted a leave of absence for the period of time required for such jury duty. The leave of absence will be granted without loss of PTO or any other benefit. If associate is present at court and has not been picked to serve trial he or she must turn in hours served from the clerk of court to their supervisor daily. If associate has been picked to serve trial, all time after the first day, he or she will be paid the difference between his or her regular salary or wage and the amount he or she receives as a juror. Any associate summoned for jury duty must provide his or her supervisor with an authentic summons, subpoena, or notice for such duty and upon returning to work must present proof of jury duty service, including the dates of the associate's service. Associates are expected to return to work if they are excused for jury duty during their regular working hours.

7.10 MILITARY DUTY

Regular associates requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Re-employment Act and applicable state regulations. The policy covers those associates who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All associates of the organization except those hired on a temporary basis are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed services organization calling you to active duty or military encampment.

Request Procedure
You must provide written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment
rights.

Pay While on Leave
Military leaves are without pay unless you elect to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. You must request and obtain approval to receive vacation pay during military leaves of absence.

Status of Benefits
Reservists, National Guard members and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation and length of service pay increases, as may be from time to time provided by applicable statutes of the United States and the state of *Virginia*. You may maintain health care insurance benefits for
up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

Reinstatement
If you are returning from a Uniformed Service Leave, you must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:

1 to 30 days: You are expected to report to work on the first regularly scheduled workday following completion of training and you will be reinstated to the same position you held at the time the service leave began.

31 to 180 days: If you are a Reservist or National Guard member returning from initial active duty for training you must submit an application for re-employment within 31 days after release from service under honorable conditions. You will be returned to the same position held at the time the service leave began, provided the leave has been for less than 90 days in length. If 91 days or longer, when you return you will be reinstated to the same job, or comparable job in terms of like seniority, status and pay, as long as you are qualified to perform the duties.

181 days or longer: If you are returning from active duty in the armed services, you must submit an application for re-employment within 90 days after completion of satisfactory service. You will be reinstated to an equivalent position as long as you are qualified to perform the duties and the organization's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment. When returning, you are required to provide documentation to verify your rights to re-employment, including your separation papers. Time limits for application for re-employment are extended for up to two years for disabled veterans. Failure to file an application within the required time period forfeits the right to re-employment.

7.11 FAMILY MEDICAL LEAVE ACT (FMLA)

Eligible associates may take up to 12 workweeks of unpaid, job protected leave under the Family and Medical Leave Act ("FMLA") in a 12-month period for specified family and medical reasons. Additional information regarding this policy may be obtained from the Human Resource Manager.

Associate Eligibility
To be eligible for FMLA leave, you must have:

- Worked for *Metropolitan Preparatory Academy* for at least 12 months; and
- Worked at least 1250 hours for *Metropolitan Preparatory Academy* during those 12 months.

Conditions Triggering Leave
FMLA leave may be taken for any of the following reasons:
1. The birth of an associate's child and to care for the newborn child;
2. The placement and care for a newly adopted or recently placed foster child;
3. To care for a spouse, child, or parent (but nor parent-in-law) who has a serious health condition; or
4. An associate's own serious health condition that renders the associate unable to perform one or more of the essential functions of his or her job.

Duration of Leave
Eligible associates may receive up to 12 workweeks of unpaid leave during a "rolling" 12-month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

Use of Accrued Paid Leave
Any unused paid leave that is available at the time of the request for the FMLA leave will be applied concurrently and at the beginning of the leave. Except for any paid leave that is applied, an associate is not entitled to any compensation during the FMLA leave.

Intermittent Leave
Associates may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

Notice and Medical Certification
When seeking FMLA leave, associates must provide:

- Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of *Metropolitan Preparatory Academy* request to provide the

certification. If you fail to do so, *Metropolitan Preparatory Academy* may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second to third opinions and periodic recertification may also be required; Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Maintenance of Benefits

While on a leave of absence provided for under this policy, *Metropolitan Preparatory Academy* will continue your group health insurance benefits under the same terms as provided to other associates, for up to a maximum of 12 weeks leave during any one year period. If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Associates who fail to return to work after expiration of FMLA leave may be required to reimburse the *Metropolitan Preparatory Academy* for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrue further during any such leave period.

Reinstatement

Subject to certain exceptions permitted by law, *Metropolitan Preparatory Academy* will restore associates to their original and equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer able to perform your original job, *Metropolitan Preparatory Academy* will attempt to transfer you to alternate suitable work, if available.

Definitions

For purposes of this policy:

- A child is defined as a natural, adopted, or foster child, a stepchild or a legal ward;
- A parent is defined as the associate's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.
- A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving a) inpatient care in a hospital, nursing home, or hospice; or b) outpatient care requiring continuing treatment or supervision from a health care professional.

7.12 PROFESSIONAL DEVELOPMENT

Metropolitan Preparatory Academy expects all associates to maintain necessary certifications and encourages all associates to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of its schools. Associate requests to attend short-term professional development opportunities (two days or less) not sponsored by *Metropolitan Preparatory Academy* are subject to the approval of the Principal or the Chief Academic Officer.

Associates will be allowed with the approval of their supervisor and the Chief Academic Officer to attend extended professional development programs. Extended professional development programs are considered more than two days. An associate will be expected to make up the time missed at work while participating in the extended program or choose to take an unpaid leave of absence to complete the program.

Throughout the course of the year, the school will have numerous options available to make up the time spent in an extended program. Those include assistance with preparing the school before it opens in the Fall or once school starts. These activities may take place after hours or on weekends. A determination regarding how and when you will make up this time will be decided on an individual basis. The school is willing to work with you in this regard; however, if this time is not made up, a pay adjustment may be required.

Associates should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. *Metropolitan Preparatory Academy* requests that associates submit requests to take professional development days at least 10 days for in town events and at least 30 days for out-of town events. The granting of request will be solely in the discretion of the Principal or Chief Academic Officer.

SECTION 8
SEPARATION OF EMPLOYMENT
8.1 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an associate.
- **Termination** – involuntary employment termination initiated by *Metropolitan Preparatory Academy*.
- **Layoff/Non-Retention** – involuntary employment termination initiated by *[Organization Name]* for non-disciplinary reasons.
- **Surplus**-involuntary employment termination initiated by *Metropolitan Preparatory Academy* for budgetary reasons.

When a non-exempt associate intends to terminate his/her employment, he/she shall give *Metropolitan Preparatory Academy* at least two (2) weeks written notice. Exempt associates shall give at least four (4) weeks written notice.

Since employment with *Metropolitan Preparatory Academy* is based on mutual consent, both the associate and *Metropolitan Preparatory Academy* have the right to terminate employment at will, with or without cause. Any associate who terminates employment with *Metropolitan Preparatory Academy* shall return all files, records, keys, and any other materials that are property of *Metropolitan Preparatory Academy*. No final settlement of an associate's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the associate's final paycheck. Furthermore, any outstanding financial obligations owed to *Metropolitan Preparatory Academy* will also be deducted from the associate's final check.

Associate's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the associate's expense (See Section 5, Benefits) if the associate elects to do so. The associate will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

8.2 OFFER LETTERS: NON-RENEWAL, RENEWAL

All new associates are given an initial offer letter as a term of employment.

Non-Renewal of Offer Letter

At the time designated by the School Calendar, a supervisor may recommend Non-Renewal of an employment offer , effective at the end of the current school year. The reasons for nonrenewal cannot be based on an associate's exercise of Constitutional rights, or based unlawfully on an associate's race, color, religion, sex, national origin, disability, or age.

Reasons for a recommendation of Non-Renewal must be based on one of the following:

- Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communication.
- Failure to fulfill duties or responsibilities.
- Incompetency or inefficiency in the performance of required or assigned duties.
- Inability to maintain discipline in the classroom or at assigned school-related functions.
- Insubordination or failure to comply with official directives.
- Failure to comply with policies or administrative regulations.
- Conducting personal business during school hours when it results in neglect of duties.
- Reduction in Force (RIF) because of financial exigency or program change.
- The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics while on school property, working in the scope of the associate's duties, or attending any school or school sponsored activity. Conviction of a felony or any crime involving moral turpitude.
- Failure by an associate to report his or her indictment, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy.
- Failure to meet the Associations standards of professional conduct.
- Failure to comply with reasonable requirements regarding advanced coursework or professional improvement and growth.
- Disability, not otherwise protected by law, which impairs performance of required duties.
- Any activity, school-connected or otherwise, because of the publicity given it, or knowledge of it among students, faculty, community, impairs or diminishes the associate's effectiveness in service to Metropolitan preparatory Academy.

Reasons specified in individual employment offer letters reflecting special conditions of employment such as but not limited to failure to fulfill requirements for certification. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.

- A significant lack of student progress.
- Assault on an associate or student.
- Falsification of records or other documents related to the Associations activities.

- Falsification of required information on an employment application.
- Misrepresentation of facts to a supervisor.
- Any attempt to encourage or coerce a child to withhold information from the child's parent.

Renewal
Renewal offer letters will be issued at the end of the school or fiscal year.

8.3 EXIT INTERVIEWS
In a termination or voluntary resignation situation, *Metropolitan Preparatory Academy* management likes to conduct exit interviews to discuss an associate's reasons for leaving and any other impressions that the associate may have about *Metropolitan Preparatory Academy*. During the exit interview, associates can provide insights into areas for improvement that *Metropolitan Preparatory Academy* can make. Every attempt will be made to keep all information confidential.

8.4 RETURN OF *Metropolitan Preparatory Academy* PROPERTY
Property issued/purchased for you, such as, but not limited to, computer equipment, keys, communication device, and petty cash must be returned to *Metropolitan Preparatory Academy* at the time of associate's separation of employment from *Metropolitan Preparatory Academy*. Associates will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the associate's paycheck. Associates may be required to sign a wage deduction authorization form for this purpose.

8.5 POST EMPLOYMENT INQUIRIES
Metropolitan Preparatory Academy does not respond to oral requests for references. In the event an associate's employment with *Metropolitan Preparatory Academy* is terminated, either voluntarily or involuntarily, *Metropolitan Preparatory Academy* may be able to provide a reference to potential employers only if the associate has completed and signed a release form. Associates of *Metropolitan Preparatory Academy* should not under any circumstances respond to any requests for information regarding another associate unless it is part of their assigned job responsibilities. Associates who receive requests for information regarding other associates should forward those requests to their supervisor who should then forward them to the Operations Manager.

SECTION 9. ASSOCIATE COMMUNICATIONS
9.1 COMPUTER, E-MAIL AND INTERNET POLICY
The following policy applies only to those associates with access to Metropolitan Preparatory Academy computers and the Internet.
Every associate is responsible for using *Metropolitan Preparatory Academy* computer system, including, without limitation, its electronic mail (E-mail) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resource Manager.

The Computer System Is Metropolitan Preparatory Academy Property. The computers that you use at work and the E-mail system are the property of *the school* and have been provided for use in conducting *Metropolitan Preparatory Academy* business. All communications and

information transmitted by, received from, created or stored in its computer system (whether through word processing programs, E-mail, the Internet or otherwise) are *Metropolitan Preparatory Academy* records and property of *Metropolitan Preparatory Academy*. The computer system is to be used for *Metropolitan Preparatory Academy* purposes. Diminimis personal use is permissible. Associates may use school technology resources for the following incidental personal uses so long as such use does not interfere with the associate's duties, is not done for pecuniary gain, does not conflict with *Metropolitan Preparatory Academy* business, and does not violate any *Metropolitan Preparatory Academy* policy: (1) To send and receive occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system for brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that associates adhere to all other usage policies.

No Expectation of Privacy

Although *Metropolitan Preparatory Academy* does not wish to examine personal information, from time to time *Metropolitan Preparatory Academy* may need to access its technology resources. *Metropolitan Preparatory Academy* has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its E-mail and word processing systems), monitoring sites visited by associates on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users. Further, *Metropolitan Preparatory Academy* may exercise its right to monitor its computer system for any reason and without the permission of any associate.

Associate use of *Metropolitan Preparatory Academy* computer system constitutes consent to all the terms and conditions of this policy. Even if associates use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from *Metropolitan Preparatory Academy* computers is not assured. Use of passwords or other security measures does not in any way diminish *Metropolitan Preparatory Academy* right to monitor and access materials on its system, or create any privacy rights of associates in the messages and files on the system. Any password used by associates must be revealed to *Metropolitan Preparatory Academy* as files may need to be accessed by *Metropolitan Preparatory Academy* in an associate's absence or for any other reason that Metropolitan Preparatory Academy in its discretion deems appropriate. Further, associates should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.
Therefore, associates should not have an expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though *Metropolitan Preparatory Academy* has the right to retrieve, read and delete any information created, sent, received or stored on its computer system,

E-mail messages should still be treated as confidential by other associates and accessed only by the intended recipient. Associates are not authorized to retrieve or read any E-mail messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of a supervisor.

Professional Use of Computer System Required

Associates are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on *Metropolitan Preparatory Academy* letterhead. Because E-Mail and computer files may be subject to discovery in litigation, associates are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the associate or *Metropolitan Preparatory Academy* if disclosed in litigation or otherwise. Finally, associates may not send unsolicited e-mail to persons with whom they do not have a prior relationship absent the express permission of their supervisor.

Offensive and Inappropriate Material

Metropolitan Preparatory Academy policy against discrimination and harassment, sexual or otherwise, applies fully to *Metropolitan Preparatory Academy* computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in *Metropolitan Preparatory Academy* computers. Associates encountering or receiving this kind of material should immediately report the incident to the Human Resources Department.

Metropolitan Preparatory Academy may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by *Metropolitan Preparatory Academy* networks. Notwithstanding the foregoing, *Metropolitan Preparatory Academy* is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit, and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Associates who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to *Metropolitan Preparatory Academy* blocking software.

Solicitations

Metropolitan Preparatory Academy computer system (including, without limitation, its E-Mail system) may not be used to solicit for political causes, commercial enterprises, outside organizations, or other non-job related solicitations. Approval from a supervisor is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees
Associates may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of a supervisor.

Games and Entertainment Software
Associates may not use an *Metropolitan Preparatory Academy* Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information
Associates may not transmit information over the Internet or through e-mail that is confidential or proprietary. Associates are referred to *Metropolitan Preparatory Academy* "Confidential Nature of Work" policy, contained herein, for a general description of what *Metropolitan Preparatory Academy* deems confidential or proprietary. When in doubt, associates must consult their immediate supervisor and obtain approval before transmitting any information which may be considered confidential or proprietary.

Copyrights and Trademarks
Metropolitan Preparatory Academy computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from a supervisor. Associates, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor. Further, any *Metropolitan Preparatory Academy*-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act as an official representative of *Metropolitan Preparatory Academy*, associates posting information must include a disclaimer in that information stating, "Views expressed by the author do not necessarily represent those of *Metropolitan Preparatory Academy*."

Maintenance and Security of System
Associates must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, associates should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, associates accessing the Internet through a computer attached to *Metropolitan Preparatory Academy* network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to *Metropolitan Preparatory Academy* network. In addition, files obtained from sources outside *Metropolitan Preparatory Academy*, including disks brought from home; files downloaded from the Internet, news groups, bulletin boards, or other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage *Metropolitan Preparatory Academy* computer network.

Associates should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-*Metropolitan Preparatory Academy* sources, without first scanning the material with *Metropolitan Preparatory Academy*-approved virus checking software. If you suspect that a virus has been introduced into *Metropolitan Preparatory Academy* network, notify technology personnel immediately.

Violations of Policy
Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of Policy
Metropolitan Preparatory Academy reserves the right to modify this policy at any time, with or without notice. In particular, *Metropolitan Preparatory Academy* may require associates to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgment
Associates acknowledge this policy by signing the receipt of this handbook.

9.2 EMPLOYER INFORMATION AND PROPERTY

The protection of *Metropolitan Preparatory Academy* business information, property and all other *Metropolitan Preparatory Academy* assets are vital to the interests and success of *Metropolitan Preparatory Academy*. No *Metropolitan Preparatory Academy* related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of *Metropolitan Preparatory Academy*) may, therefore, be removed from *Metropolitan Preparatory Academy* premises or disclosed to without permission from the Chief Executive Officer.

In addition, when an associate leaves *Metropolitan Preparatory Academy*, the associate must return to *Metropolitan Preparatory Academy* all *Metropolitan Preparatory Academy* related information and property that the associate has in his/her possession, including without limitation, documents, roll books, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary or legal action.

9.3 INTERNAL INVESTIGATIONS AND SEARCHES

From time to time *Metropolitan Preparatory Academy* may conduct internal investigations pertaining to security, auditing, or work-related matters. Associates are required to cooperate fully with and assist in these investigations if required to do so. Whenever necessary, in *Metropolitan Preparatory Academy* discretion, associates' work areas (*i.e.* desks, file cabinets, lockers, etc.) and personal belongings (*i.e.* brief cases, handbags, etc.) may be subject to a search without notice. Associates are required to cooperate. Because even a routine search for *Metropolitan Preparatory Academy* property might result in the discovery of an associate's personal possessions, all associates are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to *Metropolitan Preparatory Academy*.

Metropolitan Preparatory Academy will generally try to obtain an associate's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

9.4 CELL PHONE POLICY

Metropolitan Preparatory Academy will provide cell phones to various individuals based on need. The cell phone is the property of the *Metropolitan Preparatory Academy* and should be cared for. If the device is broken or damaged by the associate, the amount to replace the device will be deducted from the paycheck of that associate. This device is provided to you to ensure that you are reachable by other *Metropolitan Preparatory Academy* personnel for any *Metropolitan Preparatory Academy* matter during business and off-business hours. To get specifics regarding your plan, please refer to the Property Use Authorization form. The cell phone must be returned to Metropolitan Preparatory Academy upon termination of employment, no matter the reason for leaving *Metropolitan Preparatory Academy*. If the device is not returned, its replacement cost of will be deducted from the final paycheck.

9.5 SAFETY

The management of *Metropolitan Preparatory Academy* is committed to providing the resources and manpower necessary to develop, implement, and administer a safety program for the protection of its associates. All management personnel and associates are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of our safety program will be conducted by management to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor, Principal, Assistant Principal or School Operations Manager. If you or another associate is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Associate's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Safety Rules

1. Smoke only in approved areas.
2. Horseplay and fighting will not be tolerated in the workplace.
3. Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your

immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision making or physical ability may be required, particularly if you drive a vehicle on company business.
4. Report all work related injuries to your supervisor immediately.
5. Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.
6. Use required personal protective equipment (PPE) and/or safety procedures to protect yourself from potential hazards that cannot be eliminated. Maintain your PPE in good condition.
7. Operate equipment only if you are trained and authorized.
8. If you do not understand your job assignment, ask your supervisor for help.
9. Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.
10. Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.
11. If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.
12. If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.
13. Follow recommended work procedures outlined for the job including safe work methods.
14. Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.

15. Report any smoke, fire, or unusual odors to your supervisor.
16. Use proper lifting techniques. For objects exceeding 50 pounds in weight, specific methods for safe lifting should be determined by your immediate supervisor.
17. Never attempt to catch a falling object.
18. Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.
19. Know and follow departmental rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.
20. Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.

Associates who do not comply with these safety rules may be subject to disciplinary action and may be considered undesirable for continued employment with *Metropolitan Preparatory Academy*.

9.6 NO SOLICITATION/DISTRIBUTION POLICY

Non-associate visitors have a limited right of access to *Metropolitan Preparatory Academy* facilities. Visiting parents/guardians and other non-associate visitors who are not on *Metropolitan Preparatory Academy* property for purposes directly related to their children's education should report to the Principal or Business Office and will only be allowed visitation for purposes of proper sales or maintenance and repair. Exceptions to this policy can be obtained only through administrative approval to non-associate representatives of a limited number of charitable nonprofit organizations. Associates may not engage in solicitation or in the

distribution of literature during working time in working areas. Working time means the period scheduled for the performance of job duties, not including meal times, break times, or other periods when associates are properly not engaged in performing work-related duties. Associates on their meal times break times, or other non-working times may not solicit or distribute literature to other associates during the working time of such associates. However, only those management associates designated by *Metropolitan Preparatory Academy*, may post material on, or remove material from, official electronic school boards, or in public display areas on the property.

9.7 FEE AND CASH COLLECTION

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Principal and the Finance Department. The Operations Manager will supervise the collection of all fees and will be responsible for managing the receipts with the Finance Department. Teaching staff and students are not permitted to do fundraising or fee collection; rather, all financial transactions should be coordinated with the Operations Manager and Finance Department. Teachers and staff are not permitted to conduct personal sales or fundraising (such as Avon, bath/beauty products, etc). Cash and/or checks should not be stored or locked in staff offices or desks.

9.8 TUITION ASSISTANCE

Please see the Operations Manager for guidance regarding Tuition Assistance.

9.9 NEPOTISM

Metropolitan Preparatory Academy permits the employment of qualified relatives of associates, of the associate's household or immediate family as long as such employment does not, in the opinion of *Metropolitan Preparatory Academy*, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the associate's household.

Metropolitan Preparatory Academy will use sound judgment in the placement of related associates in accordance with the following guidelines:

- Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no associate is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.
- Related associates may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.
  Associates who marry while employed, or become part of the same household are treated in accordance with these guidelines.
  Any exceptions to this policy must be approved by the Principal.

9.10 VIOLENCE IN THE WORKPLACE

Metropolitan Preparatory Academy has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect *Metropolitan Preparatory Academy* or which occur on *Metropolitan Preparatory Academy* property will not be tolerated. Acts or threats of violence include conduct which is sufficiently severe, offensive, or intimidating to alter the employment conditions at *Metropolitan Preparatory Academy* or to create a hostile, abusive, or intimidating work environment for one or several associates. Examples of workplace violence include, but are not limited to, the following:

All threats or acts of violence occurring on *Metropolitan Preparatory Academy* premises, regardless of the relationship between *Metropolitan Preparatory Academy* and the parties involved. All threats or acts of violence occurring off *Metropolitan Preparatory Academy* premises involving someone who is acting in the capacity of a representative of *Metropolitan Preparatory Academy*. Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- Hitting or shoving an individual.
- Threatening an individual or his/her family, friends, associates, or property with harm.
- Intentional destruction or threatening to destroy *Metropolitan Preparatory Academy* property.
- Making harassing or threatening phone calls.
- Harassing surveillance or stalking (following or watching someone).
- Unauthorized possession or inappropriate use of firearms or weapons.

Metropolitan Preparatory Academy's prohibition against threats and acts of violence applies to all persons involved in *Metropolitan Preparatory Academy* operation, including but not limited to personnel, contract, and temporary workers and anyone else on *Metropolitan Preparatory Academy* property. Violations of this policy by any individual on *Metropolitan Preparatory Academy* property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All associates are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors.

9.11 BUILDING SECURITY

All associates who are issued keys to the office are responsible for their safekeeping. These associates will sign a Building Key Disbursement form upon receiving the key. The last associate, or a designated associate, who leaves the office at the end of the business day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Associates are not allowed on Company property after hours without prior authorization.

9.12 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of *Metropolitan Preparatory Academy*. No associate whose regular duties do not include purchasing shall incur any expense on behalf of *Metropolitan Preparatory Academy* or bind *Metropolitan Preparatory Academy* by any promise or representation without written approval.

9.13 EXPENSE REIMBURSEMENT

Expenses incurred by an associate must have prior approval by a supervisor. Reimbursements under $25.00 will be included in the associate's next regular paycheck. An example of such an expense would include mileage. If the amount is more than $25.00, the reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Finance Director.

9.14 PARKING

Associates must park their cars in areas indicated and provided by the *Metropolitan Preparatory Academy*.

9.15 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with parents and visitors. Associates should be well groomed and dressed appropriately for our business and for their position in particular. The following items are considered inappropriate working attire for *Metropolitan Preparatory Academy*:

-
-
-
-
-

If management occasionally designates "casual days," appropriate guidelines will be provided to you. Consult your supervisor if you have any questions about appropriate attire.

Appendix A – Conflict of Interest Policy

Article I: Purpose

This conflict of interest policy is designed to foster public confidence in the integrity of Church Hill Preparatory Academy (the "School") and to protect the School's interest when it is contemplating entering a transaction (defined below) that might benefit the private interest of a director, a corporate officer, the top management or top financial official, or a key associate (defined below).

Article II: Definitions

The following are considered *insiders* for the purposes of this policy:

1. Each member of the board of directors.

2. The president, chief executive officer, chief operating officer, treasurer and chief financial officer, principal, each member of the board of directors on staff, staff directors and each or any person with the responsibilities of any of these positions (whether or not the person is an officer of the School under the organization's Bylaws and the Commonwealth's Code).

3. Any *key associate*, meaning an associate who (a) has responsibilities or influence over the School similar to that of officers, directors, or trustees; **or** (b) manages a program that represents 10% or more of the activities, assets, income, or expenses of the School; **or** (c) has or shares authority

to control 10% or more of the School's capital expenditures, operating budget, or compensation for associates.

Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the School, a sale, loan, or exchange transaction with the School.

A *conflict of interest* is present when, in the judgment of the board of directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the School.

Transaction means any transaction, agreement, or arrangement between an insider and the School, or between the School and any third party where an insider has an interest in the transaction or any party to it. "Transaction does not include compensation arrangements between the School and a director, officer, or other insider that are wholly addressed under the School's Compensation Policy."

Article III: Procedures

1. Duty to Disclose

Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.

2. Determining Whether a Conflict of Interest Exists

With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided in Article IV below.

3. Procedures for Addressing a Conflict of Interest

The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the School's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

Article IV: Review by the Board

The board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the board shall determine whether the transaction is in the School's best interest, for its own benefit, and whether it is fair and reasonable to the School; the majority of disinterested members of the board then in office may approve the transaction.

Article V: Records of Proceedings

The minutes of any meeting of the board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

Article VI: Annual Disclosure and Compliance Statements

Each director, each corporate officer, the Principal, the top financial official, and each key associate of the School, shall annually sign a statement on the form attached, that:

- affirms that the person has received a copy of this conflict of interest policy, has read and understood the policy, and has agreed to comply with the policy; and

- discloses the person's financial interests and family relationships that could give rise to conflicts of interest.

Article VII: Violations

If the board has reasonable cause to believe that an insider of the School has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the board determines that the insider has failed to disclose an actual or possible conflict of interest, the board shall take appropriate disciplinary and corrective action.

Article VIII: Annual Reviews

To ensure that the School operates in a manner consistent with its status as an organization exempt from federal income tax, the board shall authorize and oversee an annual review of the administration of this conflict of interest policy. The review may be written or oral. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

(Policy continued on next page)

METROPOLITAN ACADEMY PREPARATORY ACADEMY

CONFLICT OF INTEREST POLICY:
ACKNOWLEDGMENT AND FINANCIAL INTEREST DISCLOSURE STATEMENT

The Church Hill Preparatory Academy (the "School") follows a conflict of interest policy designed to foster public confidence in our integrity and to protect our interest when we are contemplating entering a transaction or arrangement that might benefit the private interest of a director, a corporate officer, our top management official and top financial official, or any of our key associates.

Part I. Acknowledgment of Receipt

I hereby acknowledge that I have received a copy of the conflict of interest policy of [Name], have read and understood it, and agree to comply with its terms.

_____ _____

Signature Date

Part II. Disclosure of Financial Interests

We are required annually to file Form 990 with the Internal Revenue Service, and the form we file is available to the public. To complete Form 990 fully and accurately, we need each officer, director and key associate to disclose the information requested in this Part II.

A "conflict of interest," for purposes of Form 990, arises when a person in a position of

Part II Please check ONE of the following boxes:

☐ My interests and relationships have not changed since my last disclosure of interests. [Proceed to signature block below. Do not complete the tables.]

OR

☐ I hereby disclose or update my interests and relationships that could give rise to a conflict of interest: [Complete the table below. Use additional pages as needed.]

Family Relationships	Names of those presenting a potential conflict of interest
Include spouse/domestic partner, living ancestors, brothers and sisters (whether whole or half- blood), children (whether natural or adopted), grandchildren, great grand-children, and spouses/ domestic partners of brothers, sisters, children, grandchildren, and great grandchildren	

Type of interest	Description of interest that could lead to a conflict of interest
Transactions or arrangements with the School	
Transactions or affiliations with other nonprofit Schools	
Substantial business or investment holdings	
Transactions or affiliations with businesses not listed above	

authority over an School, such as an officer, director, or key associate, may benefit

financially from a decision he or she could make in such capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

Conflict of Interest: Definition and Examples

A conflict of interest is generally defined as a situation in which someone has differing or competing professional or personal interests, and do not necessarily have to involve monetary interests. Examples of conflicts of interest include:

- being a charter school trustee of more than one charter school at the same time;
- being paid by a charter school as an associate or contractor while serving as a school trustee;
- being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and
- being a charter school trustee while your spouse's company or employer is doing business with the charter school.

In many cases, conflicts can be waived as long as the trustee discloses the interests to the school board and recuses him or herself from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

Appendix B – Performance Evaluation Process

Appendix C – Recruitment and Hiring Policy

Introduction

Human resources management is the process through which we attract, train, motivate, evaluate, compensate and retain our important people---the faculty, staff and administrators who run the programs that educate and support our students.

The School's leadership team aims to build and judiciously maintain a human resource management system that meets the requirements of the law. Also, we aim for personnel policies and practices which are based on a commitment to fair and just treatment of staff toward creating a work environment that supports our mission and encourages our associates to develop and thrive.

By law, our charter school must employ or contract with necessary teachers, who hold valid licenses to perform the particular service for which they are employed in the school. The charter school's state aid may be reduced if the school associates a teacher who is not appropriately licensed. The school may employ necessary associates who are not required to hold teaching licenses to perform duties other than teaching and may contract for other services. The school may discharge teachers and non-licensed associates.

Board Responsibilities

The Board is responsible for setting policy in areas related to human resources management, including policies governing salaries and salary schedules, terms and conditions of employment, fringe benefits, leave, and in-service training. The Board hires the Principal and delegates to him the tasks of recruiting, hiring, evaluating, promoting, and disciplining staff (in accordance with established board policy).

Recruitment and Hiring

Initial candidate screening will be performed by a hiring committee of three or more people, to insure input from multiple stakeholders. Our committee might include, for example, the Director, teacher(s), parent(s), and student(s). The hiring committee vets out the strongest candidates for the interview process.

The hiring process will be designed to ensure that staff is identified no later than June. However, during the start-up year, and when future budgets allow, we will hire staff several months before the summer university begins, allowing them adequate time to prepare. To accomplish this, the hiring process will begin in January annually.

The hiring committee will create and update the position descriptions; post and/or advertise the position (all advertisements must include an EEO statement: Metropolitan Preparatory Academy *is an equal opportunity educator and employer*); receive and screen applications; schedule, plan and assist with applicant interviews; check references; and participate in making hiring decisions.

Position Descriptions

Our human resource management decisions are "job-centered." The Principal will oversee the design of position descriptions which clarify the responsibilities of a job, and the necessary skills, knowledge, and experience for successful job performance. The position description parameters will be the basis for all recruitment, hiring, training, performance appraisal, and disciplinary decisions.

The position descriptions are "living documents." As such, the documents will be subject to review and revision, at a minimum, annually, as a standard part of the associate evaluation process. In this way, all position descriptions remain current, as job responsibilities change.

Collectively, individual position descriptions within our organization will fit together like a mosaic, creating a complete picture of staffing needs. Every critical task associated with operating the school should appear on at least one person's position description.

Receiving and screening applications

All applicants should be sent an acknowledgement letter, via email, confirming receipt of applications. This practice communicates a level of professionalism that can help build a reputation for the school that may be helpful in attracting quality applicants in the future. The hiring committee will utilize the school's standard screening tool to decide which candidates will be invited for an interview.

Interviews

Once the hiring committee has selected applicants to interview, it will prepare a list of interview questions for the candidates. The interview questions should garner more information about the candidates' knowledge, skills, attitude toward learning, and other important qualifications. The committee may select from a list of its standard interview questions, and additional questions which will help the team make an informed hiring decision.

Please note, Federal, state and local civil rights laws prohibit questions related to protected classes. The following are protected classes:

- Race/color/nationality/ethnicity
- Gender
- Religion
- Age
- Disability
- Marital status

- Political affiliation
- Sexual orientation

Candidates will potentially undergo at least two interviews, an initial screening interview---likely via teleconference or audio-visual conferencing, and a later, more in-depth interview. The hiring committee will conduct the initial interviews and the hiring manager and Principal and possibly one or more directors will conduct subsequent director interviews with finalists. Use the same general questions with all applicants.

After the second interview, a member of the committee will visit each candidates' classroom (if the teacher is working locally) to observe. The finalist(s) will be invited to guest-teach for a small portion of the day.

Check references and credentials

Reference checking will be done between first and second interviews. Secure permission from applicants to check references.

Reference questions should be job related and consistently applied. Talk with references that have actual first-hand knowledge of the applicant's job performance.

Verify necessary professional licensure before making an offer. Criminal background checks must also be completed before actual hiring. Applicants will be told that their employment is contingent upon the outcome of background checks and must sign a consent form.

The hiring decision

The hiring committee will have input in the hiring decision. The hiring manager and Prinicipal will have the ultimate responsibility for hiring decisions, choosing the candidate who most closely meets the requirements of the job and other hiring criteria. Committee members will provide feedback in written recommendations.

Record-keeping

Applications, interview notes, postings and advertisements and other supporting documentation should be done electronically and will be retained for one year after the hiring decision is made.

The employment contract

Job offers will be made via written contract. The employment contract will be binding. The contract or "offer letter" will include the position title, salary, days of work, benefits, leave policy, and other pertinent employment information.

"At-will" Employer

The School is an "at-will" employer. This means that employment is based on mutual consent between the school and the associate. Either party has the right to terminate the employment relationship at any time, with or without cause or advance notice.

Orientation and Induction

Every new associate will receive electronic copies of their position description and a staff handbook that contains board policies related to their employment. Associates must sign a confirmation form indicating that they have received and read the policies.

Payroll Forms

New associates must complete forms necessary for payroll (W-4), Employment Eligibility Verification (Form I-9), retirement benefits (PERA and TRA), and other associate benefits.

As a U.S. employer, the School is required by law to complete and retain a Form I-9 (Employment Eligibility Verification) for each associate. This includes citizens and non-citizens. On the form, the employer must verify employment eligibility and the identity documents presented by the associate.

Orientation

New associates will participate in an Orientation session. The session will cover the associate performance appraisal system, school history and school culture.

Appendix D – Staff Training and Development Policy

Appendix E
Associate Handbook Acknowledgment

I acknowledge that I have received a copy of *Metropolitan Preparatory Academy* Associate Handbook. I agree to read it thoroughly, including the statements in the foreword describing the purpose and effect of the Handbook. I agree that if there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my supervisor or the Human Resource Manager. I understand that, except as otherwise provided in a contract of employment signed by the Chief Executive Officer, *Metropolitan Preparatory Academy* is an "at will" employer and as such employment with *Metropolitan Preparatory Academy* is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of *Metropolitan Preparatory Academy* (except the Principal) has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to the above. In addition, I understand that this Handbook states *Metropolitan Preparatory Academy* policies and practices in effect on the date of publication. I understand that nothing contained in the Handbook may be construed as creating a promise of future benefits or a binding contract with *Metropolitan Preparatory Academy* for benefits or for any other purpose. I also understand that these policies and procedures are continually evaluated and may be amended, modified or terminated at any time. Please sign and date this receipt and return it to the Executive Administrative Assistant.

Date: _____

Signature: _____

Print Name: _____