



**TENNESSEE ASD
EMPLOYEE HANDBOOK**

JUNE 2015



This edition of the Employee Handbook supersedes and replaces all previous employee handbooks and policies issued by the State of Tennessee Achievement School District.



ACHIEVEMENT
SCHOOL DISTRICT

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FOREWORD

WELCOME

The Achievement School District's (ASD) mission is to Build the Possible by moving the bottom 5% of schools in the state to the top 25% in five years. We believe that when talented, hardworking educators are given the freedom and resources to do whatever it takes for students, the possibilities are limitless. We are a "portfolio" district with a growing number of public charter-operated neighborhood schools and a lean support team that puts the power in our schools and the communities they serve. We thank you for taking this leap to be part of our team and joining us on this critical mission to prove what's possible and create the high performing schools our kids deserve.

PURPOSE OF HANDBOOK

The Employee Handbook is provided to all State of Tennessee Achievement School District employees as an important source of information about their employment with the ASD. Employees should read this carefully and use it as a reference.

The Employee Handbook is designed to give a brief description of the policies and benefits for employees of the ASD. Many of the benefits described in this Employee Handbook, including insurance benefits, retirement plans, etc., are also the subject of detailed written plans and policies which are available for employee review on request. If a question arises about the nature or extent of plan benefits or if there is conflicting language in the benefit plan documents and the Employee Handbook, the formal language of the benefit plan documents govern. The information in this Employee Handbook about plan benefits is intended only for general information purposes.

Flexibility in personnel matters is important to the ASD's ability to respond to the changing needs of the ASD's students, communities, employees and organization. The ASD therefore reserves the right to change, replace, suspend or discontinue any part or parts of the policies in this Employee Handbook at any time. Any such action shall apply to existing as well as to future employees. The benefits, rules and regulations in this Employee Handbook are also subject to change at any time and do not represent a contractual obligation on the part of the ASD. This Employee Handbook replaces any and all previous ASD employee handbooks or policies, whether written or oral.

This handbook is not an employment contract or a contract for continued employment. No policy set forth herein guarantees any continuity of benefits or rights, or forms any contract with you. Your employment with the ASD is at will, meaning that employment can be terminated by you or the ASD at any time, for any reason, with or without notice.

EMPLOYMENT POLICIES

EQUAL EMPLOYMENT OPPORTUNITY

The ASD is an equal opportunity employer committed to maintaining a non-discriminatory work environment. The ASD does not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, disability, veteran status, marital status, sexual orientation, or any other personal characteristic protected by applicable law. This policy covers all programs, services, policies, and procedures of the ASD, including recruiting, hiring, training, and promotion. Additionally this policy covers all personnel actions including, but not limited to, compensation, administration of benefits, transfers, layoffs and/or terminations. This policy also applies to the use of all facilities and participation in all ASD-sponsored activities. Employees at all levels of the organization are expected to comply with this policy in every respect.

Any employee who has a question or concern about any type of discrimination or harassment is encouraged to bring it to the attention of their immediate supervisor or manager. Complaints about the actions of a supervisor or manager in this regard should be made to the Human Resources Director. Complaints about the actions of the Human Resources Director in this regard should be made to the Chief Operating Officer (COO). Complaints about the actions of the COO should be made to the ASD Superintendent. There will be no retaliation, harassment or intimidation of any employee who makes a good-faith complaint.

AMERICANS WITH DISABILITIES ACT

The ASD is committed to complying with all applicable provisions of the Americans with Disabilities Act. The ASD does not discriminate against any employee or job applicant who is a qualified individual with a disability on the basis of his or her disability or perceived disability. This applies to all job application procedures; hiring; firing; advancement; compensation; job training; and other terms, conditions and privileges of employment.

The ASD is committed to nondiscrimination and supports the employment of qualified individuals with disabilities in our workforce. It is the responsibility of an employee to request an accommodation of his or her physical or mental disability by contacting the Human Resources Director. The ASD will determine whether the employee is a qualified individual with a disability and, if so, will engage in an interactive process with the employee to determine whether a reasonable accommodation is possible that would allow the employee to perform the essential functions of the job without imposing an undue hardship on the ASD or other employees.

STATEMENT OF HARASSMENT POLICY AND PROCEDURE

The ASD is committed to maintaining a work environment that is free of harassment or intimidation. In keeping with this commitment, the ASD will not tolerate harassment of employees by anyone, including any supervisor, coworker, vendor, or visitor to the ASD's premises.

Harassment consists of unwelcome conduct, whether verbal, physical or visual, that is based upon an individual's sex, race, color, religion, national origin, age, disability, sexual orientation, veteran's status or other classification protected by law. The ASD will not tolerate harassment that affects pay or benefits, that interferes with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment.

Any individual either experiencing or observing a suspected incident of harassment should report the incident to her/his immediate supervisor. If the supervisor is involved in the conduct, then complaints

should be made to the Human Resources Director. If the Human Resources Director is involved in the conduct, then the complaints should be made to the COO. If the COO is involved in the conduct, then the complaints should be made to the ASD Superintendent. All complaints of harassment will receive prompt attention. The ASD will keep information from any such complaints confidential to the extent allowed by law. It is the ASD's policy to investigate all such complaints thoroughly, promptly, and in an impartial manner. If such an investigation reveals that the complaint is valid, the ASD will administer disciplinary or other corrective action as appropriate to stop the harassment and prevent its reoccurrence. Such disciplinary action may include immediate termination of employment.

Retaliation is prohibited against any person who reports discrimination or harassment or participates in an investigation. Retaliation will be treated as a separate incident of discrimination or harassment to be reviewed. Additionally, any employee who refuses to cooperate or gives false information during the course of any investigation may be subject to disciplinary action.

IMMIGRATION LAW COMPLIANCE

All offers of employment are contingent upon verification of the employee's right to work in the United States. Before employment commences, the employee will be asked to provide original documents verifying his or her right to work and, as required by Federal law, to sign a Federal Form I-9, Employment Eligibility Form. Failure to provide proof of right to work in the United States within three (3) days of hire or at any time thereafter may result in termination of employment with the ASD.

BACKGROUND CHECKS

Background checks shall be performed on all new hires for employment purposes only. Any costs associated with the Tennessee Bureau of Investigation background process shall be paid by the applicant. The ASD will reimburse these costs for any applicant who accepts a position and is hired with the district. Willful falsification of employment documents or omission of information by applicants will result in the withdrawal of the offer of employment. Employees found to have falsified employment documents are subject to immediate termination.

Any ASD employee charged or convicted of a felony offense must report it to Human Resources within five (5) working days of the charge or conviction. Failure to report such charges or convictions may constitute grounds for immediate termination. An employee charged or convicted of a felony offense may be terminated. Individual cases will be reviewed and appropriate actions will be taken. Employees convicted of the offenses cited in T.C.A. 49-5-413(d)(3)(B) shall be terminated.

Any employee who has been legally charged with abuse against a child and/or selling drugs to a minor must report it to the ASD. Failure to report such charges or conviction may constitute grounds for immediate termination. An employee convicted of abuse against a child and/or selling drugs to a minor may be terminated. Employment of any person convicted of child abuse or who has been found to have abused a child by the Department of Children's Services is prohibited by state law (TN 49-10-608).

The ASD reserves the right to conduct periodic background checks on employees at any time. Based upon findings from the background checks (nature of felony and/or misdemeanor offenses), the ASD will take appropriate actions, up to and including termination.

NEPOTISM

No relatives employed by the ASD or providing services to the ASD will be placed within the same direct line of supervision. Relative means a parent, foster parent, parent-in-law, child, spouse, mother, foster

mother, sister, foster sister, grandparent, grandchild, son-in-law, brother-in-law, daughter-in-law, sister-in-law, cousin, aunt, uncle, niece, nephew, or other family members who reside in the same household.

When as a result of a marriage, a violation of this policy occurs, such violation shall be resolved by means of transfer, resignation, or cancellation of any contractual agreement as may be necessary to remove such violation. The appropriate official shall advise the employees of the alternatives available to remove the violation. The violation must be removed within sixty days.

EMPLOYMENT CATEGORY AND CLASSIFICATION

It is the policy of the ASD to comply fully with the Fair Labor Standards Act (“FLSA”) and all other applicable federal and state wage and hour laws.

Exempt vs. Non-exempt Employment	Non-exempt employees, as defined in the FLSA, are entitled to receive overtime pay at a rate of one and one-half times their regular rate of pay for all hours worked in excess of 40 hours in a work week. All other employees are not entitled to receive over-time pay. These other employees are referred to as “exempt” employees by the FLSA. If employees have questions regarding whether they are exempt or non-exempt, they should ask their immediate supervisor or Human Resources representative. The ASD will pay non-exempt employees for all hours worked. Non-exempt employees are prohibited from working “off the clock,” or more than forty (40) hours per week (even voluntarily), without the express consent of their immediate supervisor, the COO, the Superintendent, or his designee. In addition to the above categories, each employee will belong to one or more other employment categories as explained below.
Full-Time Employment	An employee is considered to be a “full-time” employee if they are employed on a full-time basis to fill a position that is regularly and consistently established within the ASD. An employee works full-time if they are regularly scheduled to work 30 hours or more per week. Full-time employees may be eligible to receive or participate in certain employee benefits, but only to the extent provided by the respective benefit plans.
Part-Time Employment	An employee is considered to be a “part-time” employee if they are employed on a part-time basis to fill a position that is regularly and consistently established within the ASD. An employee works part-time if they are regularly scheduled to work less than 30 hours per week. Part-time employees generally are not eligible to receive employee benefits.
Temporary Employment	An employee is considered to be a “temporary” employee if they are employed to fill a position which is not regularly and consistently established within the ASD, including, but not limited to, faculty only employed to work during summers. A temporary employee is not considered a full-time or a part-time employee. Temporary employees generally are not eligible to receive employee benefits.
Independent Contractor	Independent contractors are hired to complete specific projects and are not employees covered by the terms of the Employee Handbook.

EMPLOYEE RECORDS

The ASD maintains a record of each employee's employment history including such information as education, experience, work performance, and professional development. All medical files will be kept strictly confidential. All personnel files are considered the property of the ASD and will be kept confidential to the extent allowed by law.

STANDARDS OF CONDUCT

WORK RULES, STANDARDS AND CODE OF CONDUCT

The ASD expects each employee to act in a professional and responsible manner at all times. If an employee has any questions concerning any work rule or standard, or any of the unacceptable activities listed below, the employee should see his/her immediate supervisor for an explanation.

The rules listed below are included for your information and to provide a general guide for employee conduct in the ASD on a day-to-day basis. The list of rules and regulations is not meant to be comprehensive and an employee may be subject to discipline for any inappropriate action even if it is not listed. Further, rules may be changed or added at any time, with or without notice. The following are examples of conduct that could merit disciplinary action:

- Insubordination or refusing to follow instructions properly issued by the employee's supervisor pertaining to the employee's work or refusal to help out on a special assignment.
- Violation of any ASD rule or any action that is detrimental to the ASD's efforts to carry out its mission successfully.
- Violation of security rules or failure to observe safety rules or practices including unauthorized possession of dangerous/illegal firearms, weapons or explosives on ASD property or while on duty.
- Negligence or any careless action which endangers the life or safety of another person, adult or student, including negligence in supervision of students or the negligent operation of a vehicle on ASD grounds or while transporting ASD students?
- Theft or unauthorized possession of ASD property or the property of students or fellow employees including taking documents, equipment or property from ASD premises without prior permission from the ASD.
- Dishonesty, falsification or misrepresentation on an employee's application for employment, other work records.
- Falsifying data requested by the ASD including alteration of ASD records or other ASD documents.
- Unsatisfactory or careless work or failure to meet quality standards.
- Any act of harassment, sexual, racial or other; telling sexist or racist jokes including making racial or ethnic slurs.
- Failure to cooperate in, or interfering with, an ASD investigation.

ATTENDANCE, PUNCTUALITY AND WORK HOURS

Attendance and punctuality are important factors in the evaluation of employees in the ASD. The ASD's hours of operation may differ slightly from location to location. Your immediate supervisor will notify you of the hours of operation for your work location. Depending on the job responsibilities of the employee, they may have an earlier or later daily start and/or end time for his or her work day. Lateness is defined as arriving after an employee's scheduled time. Lateness will not be tolerated in the

ASD and repeat offenses will result in disciplinary action. If you are absent from your position for three days without notifying the ASD, it is assumed that you have voluntarily left your position and you will be removed from payroll.

DRESS REQUIREMENTS

Employees are expected to present a neat, professional appearance at all times. While employees will have some right to personal preferences in dress and workplace appearance, the ASD reserves the right to impose restrictions at its discretion. While supervisors may establish specific dress codes, the following are generally regarded as inappropriate dress: cut-off shorts, rubber flip-flops, revealing clothing (e.g. showing midriff, cleavage etc.), and clothing which is too tight or noticeably dirty. If a supervisor deems an employee's attire unsuitable, he/she may ask the employee to go home and change. In applying the dress code guidelines, supervisors and managers must make reasonable accommodations for dress or grooming directly related to an employee's religion, ethnicity, or disabilities. Employees should discuss any accommodation needs with their supervisor.

SAFETY

The ASD is committed to providing a safe environment and complying with all federal and state workplace safety requirements. Maintaining the security of ASD buildings and vehicles is every employee's responsibility. Employees should develop habits that ensure security as a matter of course. For example:

- Employees should know the location of all alarms and fire extinguishers, and familiarize themselves with the proper procedure for using them, should the need arise.
- Employees should know the fire drill routes posted in each work location, and procedures to follow in case of an emergency.
- If an employee believes that she or he may be the last to leave the building or premises of the ASD, she/he should ensure that all windows, doors, and entrances are properly locked and secured.

VISITORS AND PACKAGES

If an employee would like to have someone visit a work location, approval must be obtained from her/his immediate supervisor and granted in advance. All visitors must sign in and out at the front desk, display a guest pass and adhere to all visitor policies. The ASD has the right to inspect all packages and parcels entering and leaving any ASD premises.

WEAPONS

The ASD prohibits all persons, including employees, who enter ASD property from carrying a handgun, firearm, knife, or other weapon as defined in T.C.A. § 39-17-1309 regardless of whether the person is licensed to carry the weapon. The only exception to this policy will be police officers, security guards, or other persons who have been given written consent by the ASD to carry a weapon on ASD property as part of official duties. When appropriate, in addition to any disciplinary actions that may be taken in accordance with ASD policy, violators of this policy may be referred to the appropriate police and legal authorities for prosecution.

WORKPLACE VIOLENCE

The ASD prohibits workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the ASD or which occur on ASD 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 the ASD, or to create a hostile, abusive, or intimidating work environment for one or more employees. The ASD's prohibition against threats and acts of violence applies to all persons involved in the ASD's operations, including but not limited to, employees, contractors, agents, temporary employees, and anyone else on the ASD's property. Every employee shall promptly report incidents of threats or acts of physical violence of which the employee is aware. The report should be made to the employee's immediate supervisor.

TREATMENT OF STUDENTS

ASD employees are held to the highest standard regarding their treatment of students. The ASD's mission is founded on the conviction that all students can learn to the highest of standards and that its employees have a personal responsibility to respect and support all students in their academic endeavors. Verbal or physical abuse and/or demeaning or harsh treatment can damage a child's educational and emotional development. Moreover, such behavior runs counter to the mission of the ASD. Employee treatment of students at all times must respect these principles and be above reproach. The following are examples of actions that are not permissible in the ASD:

- Using scare tactics to intimidate and/or control children.
- Pulling children by their arms, ears, or in any other manner. If children need to be restrained, proper restraint techniques must be used.
- Isolating children in a manner so as to punish them.
- Making harsh and demeaning statements to students.
- Engaging in corporal punishment.

CORPORAL PUNISHMENT

No employee of the ASD shall engage in corporal punishment, condone its use, or seek permission from another (including a parent) to administer it. Some examples of corporal punishment include, but are not limited to:

- Shoving, striking, grabbing, shaking or hitting a student.
- Throwing objects at a student.
- Unreasonable restraint of a student.
- Directing others to engage in any of the activities listed above.

There may be times when an ASD employee may need to use physical contact with a student. This should only be done for reasons of self-defense or defense of another. Any action done for these reasons must be:

- Proportional to the student's conduct; and
- The most restrained means available to control the situation.

Resorting to physical contact to protect oneself or another and/or regain/maintain order must be a last resort after all other reasonable means have been exhausted. Restraint and/or isolation of special education students are governed by relevant TN state law. Each situation will be reviewed by the ASD.

STUDENT AND STAFF/TEACHER GUIDELINES

All ASD Faculty and Staff:

- Will not allow any student(s) or alumni to spend the night at his/her house or apartment;
- Will not spend time outside of regular school hours with student(s) or alumni unless it has been approved by the student's principal and parent or guardian;
- Will not engage in any activities that would endanger or corrupt any of our student(s) or alumni;
- Will always behave to protect the safety, interests, and rights of all of our students and alumni;
- Will report any misconduct that endangers the safety, interests, and rights of all of our students and alumni;
- Will not engage in any inappropriate acts or behaviors with any ASD student(s) or alumni; and
- Will not transport a student in his/her personal vehicle unless pre-approved by the school and the student's parent or guardian (verified by receipt of signed acknowledgement form).

REPORTING GUIDELINES

If an ASD employee knows or reasonably suspects that another ASD employee - be it a teacher, administrator or any other employee - is violating the ASD's "Treatment of Students," "Student and Staff/Teacher Guidelines" and/or "Corporal Punishment" policies, the ASD employee shall immediately report such allegation to his/her supervisor. The supervisor or the supervisor's designee shall contact the proper authorities. If the principal is involved in the incident or suspected incident, the employee should report this to the Superintendent.

Employees shall not conduct their own investigation or question the student regarding what has happened. The ASD designates certain employees to perform internal investigations of violations of the ASD policies listed above. It is important that only those authorized be involved in conducting any investigation and then, under the direction of the principal or the principal's designee.

Under no circumstances will any employee reporting an incident or suspected incident that violates the policies listed above be punished and harassment of any such employee will not be tolerated. To the extent possible, the ASD will keep the identity of the reporting employee confidential but the safety of the students will be of the utmost importance in these matters.

If an ASD employee knows or reasonably suspects that an ASD student has been abused, the employee shall immediately report the suspicion to the Department of Children's Services Central Intake and the student's principal. The principal or the principal's designee shall contact the parent or legal guardian in coordination with the Department of Children's Services, pursuant to state law (T.C.A. 37-1-403.). The parent or legal guardian should not be notified if there is reasonable cause to believe that individual is responsible for the abuse.

HOUSEKEEPING, PROPERTY AND EQUIPMENT CARE

Employees are expected to keep their work area neat and orderly at all times required safety precaution. Teams should share responsibility to keep aisles, doorways, stairwells, electrical panels and other areas clear.

It is every employee's responsibility to understand the equipment and machines needed to perform their duties. Good care of any equipment and machines that employees use during the course of employment, as well as the conservative use of supplies, will benefit employees and the ASD. If an employee finds that a piece of equipment or machine is not working properly or in any way appears unsafe, the employee should

notify the office manager at his/her location immediately so that repairs or adjustments may be made. Under no circumstances should employees start or operate a piece of equipment or machine they deem unsafe, nor should they adjust or modify the safeguards provided. Employees should not attempt to use any machine or equipment that they do not know how to operate or have not completed training on the proper use of the machine or equipment.

SMOKE-FREE ENVIRONMENT AND DRUG-FREE WORKPLACE

For the health and comfort of ASD students and employees, smoking by employees is not permitted on the premises of the ASD.

Employees, agents and contractors shall not engage in the use, possession or sale of alcohol or illegal drugs during work hours, on ASD property or in an ASD vehicle or any time when conducting ASD business, nor shall they report to work under the influence of such substances, or display evidence of having used such substances. Further, as role models for the ASD's students and as representatives of the ASD itself, its employees, agents, and contractors shall not engage in the unlawful use, possession, or sale of controlled substances during their off duty hours.

When appropriate, in addition to any disciplinary actions that may be taken in accordance with ASD policy, violators of this policy may be referred to the Employee Assistance Plan and, as appropriate, the police and legal authorities for prosecution. Candidates for employment may be asked to submit to alcohol, drug, and controlled substance testing after receiving a conditional offer of employment, or at any time during employment with the ASD.

CONFLICT OF INTEREST

ASD employees may not have a direct or indirect monetary interest in the sale of any merchandise, equipment or material, or similar commodity, to the ASD or any other Tennessee state agency during the tenure of such employment. Designated employees shall complete required conflict of interest forms and complete any ethics training required by law. All employees shall avoid any action, whether or not specifically prohibited by this policy, which might result in or create the appearance of using employment with the ASD for private gain.

POLITICAL ACTIVITY

Employees may not participate in any political activity during working hours while on duty. Employees are prohibited from using their official positions to interfere with an election or nomination for public office. Additionally, employees are prohibited from soliciting contributions from any employee of the state of Tennessee or from any person employed in a local education agency. Employees are also prohibited from promising any benefit as a consideration for support or opposition to any candidate, party, or measure in any election. Employees may not display political material in state owned or controlled buildings, or on state owned land or vehicles. (T.C.A. 2-19-207.)

HONORARIUMS/CONSULTING FEES

An honorarium is defined as a payment of any kind to an employee from a non-State of Tennessee entity for services rendered while in the employ of the ASD. Whenever an employee accepts an honorarium or consulting fee, the employee must take annual and/or compensatory leave while engaged in that work. The employee shall, likewise, adhere to the policy on Conflict of Interest. The employee shall not be eligible for travel expenses paid by the ASD. It is the responsibility of the employee to request the appropriate leave

in these circumstances, or to remit any such honorarium to the ASD. Any employee violating this policy shall have their leave adjusted and shall receive a written warning.

CONFIDENTIALITY

During employment, ASD employees may have access to confidential information. Employees are expected to be in compliance with both Tennessee law and the Family Educational Rights and Privacy Act ([FERPA](#)). District employees may release student information only in accordance with applicable provisions of the education records laws and ASD policies governing directory information and personally identifiable information.

CONTACT WITH THE MEDIA

ALL media inquiries—questions and interview/school visit requests generated by the media—regarding the ASD and its operations must be referred to the ASD’s Chief of Staff. Following consultation with the Chief of Staff and as appropriate, the ASD’s superintendent, a determination will be made on the appropriate spokespeople and public statements to be made in response to media inquiries.

In the interest of protecting the privacy rights of students and parents and preserving the instructional environment of the schools, the ASD shall grant media access to students only upon prior consent from their parents/guardians and approval of the Superintendent or his designee.

PARENTAL CONSENT AND NOTIFICATION

Each year parents/guardians will be given the option to grant or withhold permission for public news media to conduct interviews or take photographs of their child at school. In addition, district employees may release student information to the media only in accordance with applicable provisions of the education records laws and ASD policies governing directory information and personally identifiable information.

Parents will be advised of this policy at the student’s registration and in the student/parent handbook or other publications that communicate district notifications and information to parents and students.

UNAUTHORIZED COPYING OF COMPUTER SOFTWARE

The ASD forbids the illegal duplication of software licensed for district use.

COMPUTERS, ELECTRONIC MAIL AND VOICEMAIL USAGE

The ASD has installed, at substantial expense, equipment such as computers, electronic mail, and voicemail. Employees are expected to check their e-mail, voicemail, and physical mailbox at least once each day, or more often, as directed by their supervisor.

Property of the ASD including, but not limited to, computers, electronic mail and voicemail, should primarily be used for conducting ASD business. Appropriate personal use of ASD computers, voicemail and electronic mail systems is permitted, but information and messages stored in these systems will be treated no differently from other business-related information and messages, as described below.

The use of the electronic mail system or ASD’s Internet access shall not be used to solicit for commercial ventures, religious or political causes, outside organizations, or any non-job related solicitations. The electronic mail system or Internet shall not be used to display or create any offensive or disruptive messages. Among those messages that are considered offensive are any messages that contain sexual implications, racial slurs, gender-specific comments, or any other comments that offensively address someone’s age, sexual orientation, religious or political beliefs, national origin, or disability. In addition, the electronic mail system or Internet shall not be used to send (upload) or receive (download)

copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization.

Although the ASD provides certain codes to restrict access to computers, voicemail, and electronic mail to protect these systems against external parties or entities obtaining unauthorized access, employees should understand that these systems are intended for business use, and all computer information, voicemail and electronic mail messages are considered ASD records.

The ASD maintains the right and the ability to enter into any of these systems, including, but not limited to, voicemail, electronic mail, and computer systems, and to inspect and review any and all data recorded in those systems. Because the ASD reserves the right to obtain access to all voicemail and electronic mail messages left on or transmitted over these systems, employees should not assume that such messages are private and confidential or that the ASD or its designated representatives will not have a need to access and review this information. Individuals using the ASD's business equipment, such as a computer, should also have no expectation that any information stored on their computer - whether the information is contained on a computer hard drive, computer disks or in any other manner will be private. The contents of computers, voicemail, and electronic mail may be disclosed by the ASD if necessary within or outside of the ASD. Disclosure may occur to satisfy public records requests or upon written subpoena by law enforcement.

In addition, the ASD holds all employees financially responsible for the cost of damaged or lost computers (laptops) and accessories. For additional information, please refer to the Internet Safety Policy and the Acceptable Use Policy for Internet and Electronic Resources.

SOCIAL NETWORKING SITES

Postings authorized by the ASD: Only ASD employees authorized by the Superintendent or the Chief of Staff may use social networking sites to conduct official ASD business.

Other Postings: Employees may not, when engaged in personal social networking, write any statement that: (i) says, or could be inferred to mean, that the ASD supports, endorses, or opposes any such statement, including an opinion or view on any issue; (ii) discloses confidential information regarding the ASD; or (iii) violates any terms of this handbook or any agreement that the employee has entered into with the ASD.

Employees may not post the personal telephone numbers or e-mail addresses of other employees from the ASD without authorization from the Superintendent or the Superintendent's designee.

Monitoring: As with other electronic resources, the ASD reserves the right to monitor social networking sites. Posted information is public information.

FRAUD

Fraud is defined as any unsafe, dishonest, or illegal act or the intentional, false representation or concealment of a material fact for the purpose of misleading another to act upon it to cause harm to the ASD or its employees, agents, officers, students, families, suppliers, or visitors. The prevention of fraud requires each employee to be alert and vigilant in the performance of the employee's job responsibilities. Each employee is expected at a minimum to act with honesty, integrity and the promotion of ethical behavior. Examples of fraud include but are not limited to:

- Forgery or alteration of any document or account belonging to the ASD

- Dishonest reporting of ASD activities
- Forgery or alteration of a check, bank draft, or any other financial document
- Fraudulent financial reporting, billing for services not performed or for goods not delivered
- Using the ASD's name or resources for personal gain
- Disclosing confidential and proprietary information to outside parties
- Accepting or seeking anything of material value (i.e., collectively in excess of \$100) from contractors, vendors, or persons providing services/materials to the ASD
- Destruction, removal or inappropriate use of records, furniture, fixtures, and equipment without the appropriate permission of the ASD
- Any similar or related inappropriate or dishonest conduct

If there is any question as to whether an action constitutes fraud, employees should promptly contact either the COO or the Superintendent. In the event of an alleged incident of fraud, each employee is responsible for immediately bringing the information to the employee's immediate supervisor, the COO, or Superintendent.

The authorized employees of the ASD performing any fraud investigation shall have full access to:

- All company records and premises
- All or any portion of the contents of files, desks, cabinets, and other storage facilities on the premises without prior knowledge or consent of any individual who may use any such items or facilities

When appropriate, in addition to any disciplinary actions that the ASD may take in accordance with ASD policy, violators of this policy may be referred to the appropriate police and legal authorities for prosecution.

CONFLICT RESOLUTION

The ASD encourages free and open communication from employees and other individuals and groups within the community regarding compliments, suggestions, questions, and complaints about any part of the school program or any ASD employee. The following policy applies to complaints lodged by ASD employees and is intended to cover any perceived violation of a law, policy or regulation; misinterpretations or misapplications of a provision of the Employee Handbook; or any instances of unfair treatment. No one bringing a good faith complaint under this policy will be retaliated against in any way by the ASD or any ASD manager or representative.

If an employee has a complaint under this policy, the employee should communicate with the appropriate person in the ASD administration in writing or by e-mail. Please follow the steps below:

1. Every effort should be made to resolve the complaint informally between the employee and the immediate supervisor involved. The employee and supervisor should meet within seven (7) calendar days of the complaint being submitted.
2. If the complaint is not resolved at this meeting, the employee can appeal to Human Resources within seven (7) calendar days of the first meeting. If the complaint is not resolved, the employee can appeal to the COO. If the complaint is not resolved, the employee can appeal to the Superintendent or designee who will then facilitate another meeting to come to resolution within one week of receipt of the appeal. The Superintendent's decision is final.

These procedures are in place to ensure the fair and equitable treatment of ASD employees and ensure the treatment of ASD staff members is in no way capricious or arbitrary. It is important to note, however, that

employment with the ASD is “at-will,” meaning that employment may be terminated by you or the ASD at any time, for any reason, with or without notice.

EMPLOYMENT GUIDELINES

Violations of the ASD’s policies, whether written in the Employee Handbook, written elsewhere, or otherwise transmitted to employees, as well as other unacceptable behavior by employees may lead to disciplinary action at ASD’s discretion. The ASD utilizes progressive discipline, but reserves the right to skip steps, including proceeding straight to termination, based on the severity or nature of the employee’s conduct. The steps of progressive discipline are as follows:

Step 1: Counseling and Verbal Warning

Step 2: Written Warning

Step 3: Suspension and Final Written Warning

Step 4: Recommendation for Termination of Employment

Disciplinary action may also include other measures deemed appropriate by the ASD under the circumstances. Any form of disciplinary action will be documented in the employee’s file.

Employees on unpaid suspension will not be eligible for holiday pay while on administrative leave.

COMPENSATION

COMPENSATION

It is the policy of the ASD to establish and maintain a compensation system that will, within budgetary allocations, allow the district to attract highly effective employees and retain them over time. Complementing strong leadership and a strong internal culture, a highly competitive compensation system will support the ASD's efforts to ensure retention of high-performing employees. Components of a compensation system may include, but are not limited to, base salary, opportunities to earn performance-based bonuses, stipends for leadership pathway roles, and medical, pension, and other benefits.

The ASD has established a performance-based compensation structure that aligns with five key design principles:

- Is transparent, fair, and easy to understand;
- Conveys the ASD's core values to attract high-performing employees; and
- Will provide rewards, in one or more forms of compensation, to high-performing employees.

TIME RECORDING

Non-exempt employees shall complete electronic timesheets for any pay period in which the employee earns overtime. These non-exempt employees shall record their time accurately. Failure to do so is subject to disciplinary action. Employees shall not alter or complete another employee's timesheet, unless done so as the employee's direct supervisor, to correct an inaccuracy. If a timesheet inaccuracy exists, the employee will be notified by their direct supervisor.

PAY PROCEDURES

All salaried employees will be paid over a 12-month period on a semi-monthly basis. Paydays occur twice monthly, on the 15th and last working day of the month, unless the 15th or last work day of the month fall on a weekend or holiday. If a payday falls on a weekend or a holiday, employees are paid on the nearest working day in advance of that date. Employees are paid one pay period in arrears. Depending on the exact date of hire, newly hired employees should expect their first paycheck one payroll cycle after their first period of employment.

FINAL PAY

If you choose to leave the ASD, it is important to give proper notice. To resign in good standing, you should give your supervisor at least 14 calendar days' notice in writing. Arrangements for receiving your final pay should be made with your supervisor or an ASD Human Resources representative. An employee's last paycheck will be direct deposited if the employee is enrolled in direct deposit. If an employee is not enrolled in direct deposit, the last paycheck will be a paper check, mailed to the employee's home address on file at the time.

ERRORS IN PAY/TIME CORRECTIONS AND ADDITIONS

If an employee believes an error has been made, either in favor of the ASD or the employee, the employee shall inform the immediate supervisor so the ASD can correct the mistake. Notifications of leave bank errors must be made within 90 days of the error, or the recorded time off will stand.

WAGE ASSIGNMENTS (GARNISHMENTS)

The ASD will notify any employee of any garnishments of or court-ordered deductions from the employee's compensation (such as for child support). This also applies to any garnishment orders received from the Department of Labor and Workforce Development for overpayments of unemployment.

BENEFITS AND LEAVE

INTRODUCTION

A description of the benefits offered by the ASD is contained in this Employee Handbook. Employees of the ASD participate in the benefits plan available to employees of the state of Tennessee. The actual Plan documents for any specific benefit will be the final authority in all matters relating to benefits provided by the ASD. If there is a conflict among the provisions in this Employee Handbook, and the Plan documents, the provisions in the Plan documents shall control. Employees should see their Human Resources representative with questions about the benefits provided by the ASD.

ELIGIBILITY

In general, the number of hours employees work determines their eligibility for benefits. The following is an eligibility schedule:

STATUS	HOURS WORKED	BENEFITS
Full-Time and Full-Time Equivalent	Regularly scheduled to work 30 hours or more per week	Generally, eligible for all benefits subject to the terms of the plan documents
Part-Time	Regularly scheduled to work less than 30 hours per week	Generally, not eligible for benefits

WORKERS COMPENSATION

Employees of the Achievement School District are covered by the State of Tennessee Workers' Compensation Program.

If you have an accident at work:

- Contact your supervisor to report your injury.
- Contact the Call Center at 1-866-245-8588 to file your claim.
- If you need medical treatment, call the State's Administrator, Sedgwick Claims Management Services, at 1-800-526-2305, or Rockport Healthcare at 1-800-734-4460, for the name of a provider who is authorized to treat you. NOTE: If the injury requires a one-time visit to an urgent care facility or Emergency Room, the name of a specific provider will not be given; it is only necessary that you confirm the establishment you are going to for treatment accepts the state of Tennessee's workers' compensation insurance. If follow-up treatment is necessary, then you must wait for the names of authorized providers to be provided to you for further treatment.

You must choose a provider from the state's directory for full payment of your bills. If you use an unauthorized provider, you will be responsible for payment of your bills. If you have questions, call the Treasury Department Division of Claims Administration at (615) 741-2734. For general information, go to

If an employee fails to report an injury, the employee may jeopardize the employee's right to collect workers' compensation payments as well as health benefits. Employees should contact their supervisor and/or human resources representative for more information.

HEALTH INSURANCE

Health insurance for employees and eligible dependents is offered through BlueCross BlueShield of Tennessee and Cigna Healthcare. Employees may enroll in the Partnership PPO or the Standard PPO plan. CVS Caremark is the pharmacy benefits manager for all plan members, regardless of which healthcare option you are enrolled in. For dental benefits, employees can choose the Prepaid Plan or the Preferred Dental Organization (PDO). Assurant Employee Benefits administers the prepaid plan. Delta Dental administers the PDO. Eligible employees also have the opportunity to take advantage of the employee assistance plan, wellness program, behavioral health benefits, and voluntary disability, flexible benefits, and long term care insurance plans. Detailed information about each of these benefit options can be obtained by visiting www.partnersforhealthtn.gov.

RETIREMENT/PENSION PLAN

The Tennessee Consolidated Retirement System (TCRS) is a defined benefit pension. This means that the amount of any future retirement benefits is determined by a benefit formula rather than an account balance. The ASD pays the required contribution of 15.03% of the employee's gross salary to the TCRS for non-Teaching employees hired before July 1, 2014.

Legislation has been enacted to create a new Hybrid pension plan for state employees and K-12 teachers hired on or after July 1, 2014. For further information, please go to www.treasury.tn.gov/tcrs and select the tab titled "State & Teacher Plans".

The TCRS provides retirement benefits as well as death and disability benefits to plan members and their beneficiaries. Benefits are determined by a formula using the member's high five-year average salary and years of service. Members become eligible to retire at the age of 60 with five years of service or at any age with 30 years of service. A reduced retirement benefit is available to vested members with five years of service who become disabled and cannot engage in gainful employment. There is no service requirement for disability that is the result of an accident or injury occurring while the member was in the performance of duty.

FLEXIBLE SPENDING ACCOUNTS (FSA)

The Flexible Spending Account is a benefit program designed to help employees reduce taxes. Authorized under Section 125 of the Internal Revenue Code, this program allows you to pay eligible healthcare and/or dependent care expenses from your pre-tax rather than your post-tax income. All full-time employees are eligible to participate in SAFSA. Employees must elect to participate each year; elections filed for previous years do not continue automatically.

Please note that FSAs are not health savings accounts. Employees may roll over up to \$500 of unused funds at the end of the plan year. However, any other unused funds may be forfeited from year to year.

LEAVE

The following chart delineates the types of leave available to ASD employees. Additional policy notes and more information on each type of leave is provided after the chart.

Holidays	As listed below
Sick Days	10 days accrued per year Accumulate with no maximum
Vacation Days	10 days accrued per year Maximum roll over 5 days/year Must use at least 5 days/year

All ASD employees will be allotted all sick and personal/vacation days at the beginning of the year for use any time during that year. However, if an employee terminates before the year is over, compensation and leave use will be reconciled in a manner proportional to the amount of time earned. For example, if an employee left employment after six months (one half of the year) after having used all 10 vacation days allotted at the beginning of the year, that employee's final paycheck would be reduced by an amount equal to one-half of the vacation time used. By acknowledging receipt of this handbook, employees authorize such deduction of vacation time used but not accrued from their final paycheck or paychecks, depending upon the total amount owed. Any unused, accumulated vacation time will be paid out by the ASD upon termination of employment.

Records pertaining to accumulated sick days will be retained by the prior employing agency or LEA for confirmation of earned retirement credit at such time the employee retires as a State employee. Records of sick days accumulated that the ASD will not be paid out upon termination of employment, but will be available as a retirement credit (20 days = 1 month credit).

All full-time ASD employees are entitled to the following paid holidays: New Year's Day, Martin Luther King, Jr. Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve, Christmas Day, and New Year's Eve. In addition, full-time employees may take three additional days as paid vacation *either* during the week of Thanksgiving, *or* during the time between Christmas and New Year's Eve. Employees must coordinate their choices with their managers prior to taking those additional days.

A holiday that falls on a Saturday is observed on the preceding Friday, and a holiday falling on Sunday is observed the following Monday for employees who work Monday through Friday.

SICK AND BEREAVEMENT LEAVE

The purpose of sick leave is to allow employees time off from work due to personal illness, illness in the immediate family, or death in the immediate family. It is the employee's responsibility to notify the

supervisor of the request to use sick leave as far in advance as possible; to file a written request for extended sick leave (15 or more workdays of continued absence); and to submit a physician's statement to verify their inability or ability to work, whichever the case may be. The supervisor will record the absence as sick leave if approved. Sick leave accrues only if the employee is in a paid status. There is no limit to the number of sick days an employee can accumulate. Sick leave will be paid for only those days regularly scheduled to work. Accumulated sick leave can be used for the following purposes:

- Illness or injury (including accident on the job) of the employee subject to written verification by a licensed physician. This verification must be submitted by the sixth workday of illness or injury to the immediate supervisor indicating an estimated date the employee will be able to return to work. A memo from a licensed physician also may be required where an employee's absences have been either excessive or there is reason to believe that sick leave is being abused.
- Illness or injury of any employee's immediate family when the employee's presence is considered necessary, which shall be subject to verification by a licensed physician.
- Bereavement purposes for the following family members: Spouse, parents, grandparents, children, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughters-in-law, sons-in-law, brothers-in-law, and sisters-in-law. (Up to three (3) days may be used.)

Employees are not paid for unused sick leave time once they are no longer employed with the ASD. However, unused sick days are credited toward an employee's pension at retirement. Each 20 days of accumulated sick leave will add one additional month of retirement credit to the employee's total service credit.

If an employee's absence is covered by the FMLA, that employee should follow the procedures set forth in that policy. . Employee sick time must be used concurrently with unpaid leave under federal FMLA.

VACATION DAYS

All support team based ASD employees who regularly work 30 hours or more on a weekly basis are eligible for vacation days. Support team employees accrue 10 days per year and may accumulate a maximum of 42 days. Accrued vacation days over 42 will be converted to sick days. Only five days may be rolled over per year. In other words, support team employees must use five vacation days per year.

FAMILY AND MEDICAL LEAVE ACT (FMLA)

Federal law addresses family and medical leave issues. Employees of the ASD are entitled to family and medical leave under the federal FMLA. Federal FMLA is subject to amendment from time to time. Employees are invited to check with their human resources representative for eligibility information and any amendments to Federal FMLA law.

Family leave can be taken for one or more of the following reasons:

- When the employee is unable to work because of a serious health condition.
- The birth of a son or daughter of an employee and to care for the child. (Entitlement 12 months after birth).
- The placement of a son or daughter with an employee for adoption or foster care. (Entitlement expires 12 months after placement).

- The placement of a child for whom the employee permanently assumes and discharges parental responsibility. (Entitlement expires 12 months after placement).
- To care for an immediate family member (spouse, child, or parent – but not a parent “in-law” with a serious health condition).
- Serious health condition of a child who lives with an employee and for whom the employee assumes and discharges parental responsibility.
- Serious health condition of a person or persons with whom the employee shares or has shared within the last year a mutual residence and with whom the employee maintains a committed relationship.

For any qualifying circumstances, as defined by federal regulations, arising out of the fact that the spouse, or a son, daughter, or parent of the employee is on active duty (or has been notified of an impending call or order to active duty in the Armed Forces in support of a contingency operation

Eligibility Requirements: With respect to Federal FMLA, employees are eligible if they have worked for a covered employer for at least one (1) year, for 1,250 hours over the previous 12 months, and if at least fifty (50) employees are employed by the employer within 75 miles. As of the date on the cover sheet of the Employee Handbook, the ASD is a “covered” employer for purposes of Federal FMLA.

Use of Federal FMLA Leave: An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer’s operations. Leave due to qualifying exigencies may also be taken on an intermittent basis. Employees shall exhaust their paid leave time (as defined in the ASD’s paid leave policy) before beginning unpaid leave under federal FMLA.

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30-day notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer’s normal call-in procedures.

ADOPTION, PREGNANCY, CHILDBIRTH, NURSING AN INFANT LEAVE

Pursuant to T.C.A. 4-21-408. Leave for adoption, pregnancy, childbirth and nursing an infant:

- Employees who have been employed by the same employer for at least 12 consecutive months as full-time employees, as determined by the employer at the job site or location, may be absent from such employment for a period not to exceed four (4) months for adoption, pregnancy, childbirth and nursing an infant, where applicable, referred to as "leave" in the law. With regard to adoption, the four-month period shall begin at the time an employee receives custody of the child.
- Employees who give at least three (3) months' advance notice to their employer of their anticipated date of departure for such leave, their length of leave, and their intention to return to full-time employment after leave, shall be restored to their previous or similar positions with the same status, pay, length of service credit and seniority, wherever applicable, as of the date of their leave.

- Such leave shall not affect the employees' right to receive vacation time, sick leave, bonuses, advancement, seniority, length of service credit, benefits, plans or programs for which the employees were eligible at the date of their leave, and any other benefits or rights of their employment incident to the employees' employment position; provided, that the employer need not provide for the cost of any benefits, plans or programs during the period of such leave, unless such employer so provides for all employees on leaves of absence.
- The purpose of this section is to provide leave time to employees for adoption, pregnancy, childbirth and nursing the infant, where applicable; therefore, if an employer finds that the employee has utilized the period of leave to actively pursue other employment opportunities or if the employer finds that the employee has worked part time or full time for another employer during the period of leave, then the employer shall not be liable under this section for failure to reinstate the employee at the end of the leave.

MILITARY LEAVE

Unpaid leaves of absence are granted to military personnel for annual training and other related activities, as required by law. Employees who enter military service and who return to employment will be afforded all benefits provided by all applicable Federal and State laws.

Employees who are members of the National Guard or any reserve component of the armed forces of the United States shall be granted a military leave of absence with regular pay for a period not to exceed a total of 20 calendar days in any calendar year.

Employees called to active state duty by the Governor, under the authority of Tenn. Code Ann. 58 -1-108, to perform official duties in connection with National Guard activities are performing military service and engaged in the performance of duty in the service of the state as provided in Tenn. Code Ann. 8-33-109. Accordingly, such employees shall be entitled to leaves of absence without loss of pay, accrued leave time or other rights or benefits as provided in Tennessee Code Ann. 8-33-109.

Any employee who enlists, is drafted, or inducted into the armed forces for active duty shall be granted a military leave of absence without pay. Leave is limited to the required period of service or the first voluntary period.

JURY DUTY

The ASD encourages all employees to do their civic duty and serve when called for jury duty. Employees who serve on a jury will be paid for the time spent on jury duty at their current base pay rate provided they present written proof that they were on jury duty during the time involved and endorse over any payments received for such duty to The ASD. However, payment to employees shall not exceed pay for 40 hours in any pay period.

Employees are requested to keep in close contact with their immediate supervisor to advise them on the status of the requirement to serve. It is expected that employees excused from jury duty will return to work immediately. For the purposes of overtime calculation for hourly employees, time off for jury duty will not count towards actual hours worked.

SHORT-TERM DISABILITY AND LONG-TERM DISABILITY INSURANCE

The ASD is pleased to offer its employees voluntary income protection insurance. Contact human resources for more information.

REPORTING & PREPARATION FOR ABSENCES

From time to time, it may be necessary for employees to be late for or absent from work. The ASD is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside work hours may arise. If employees are going to be absent from their job, they must contact their supervisor as soon as possible, and inform their supervisor that they will be absent and the reasons for the absence. An employee reporting an emergency absence must call the employee's supervisor or the supervisor's designee.

Failure to give proper notice of absence or being absent, as described above, due to reasons other than those listed above will generally result in the absence being considered unexcused. When employees return to work, they will be responsible for discussing the reason for their absence with their supervisor, and the supervisor will determine whether it is excused or unexcused. Excessive absenteeism, unexcused absences, tardiness or misrepresentation of the reason for absenteeism or tardiness, will not be tolerated. It is important to realize that even excused absences may become excessive and negatively affect the performance of the employee. For excessive absences due to illness, a doctor's certificate of illness may be required.

An un-reported absence of three days or more will be considered job abandonment and the ASD will investigate and follow termination procedure in such an instance. The investigation process will minimally include contacting or attempting to contact the employee before issuing the termination. A job abandonment letter will be sent that explains the ASD's position and that requires the employee to contact the employer if there are any circumstances of which the employer is not aware, such as a medical issue that could potentially change the ASD's action.

EMERGENCY OR WEATHER SHUTDOWN

In the event of severe weather conditions or other emergencies, the ASD may be closed; however, employees may be required to work remotely. Each of the ASD schools follows the decision of the Superintendent or his designee regarding school closings. Employees should monitor their email and social media, listen to the radio and watch local TV stations and expect to be contacted directly to know the Superintendent's or his designee's decision for the particular day. For employees who regularly work 30 hours or more on a weekly basis, no loss of pay will occur as a result of missed or truncated days for these reasons. Likewise, if employees who regularly work 30 hours or more on a weekly basis report to work and find that the ASD is unexpectedly closed due to an emergency, no loss of pay will occur for that day. The ASD will treat the leave of employees who are out on planned leave during an emergency or weather shutdown in the standard manner. Part-time employees are not eligible to receive pay for emergency or weather shutdown days.

Non-exempt employees who remain at work to complete assigned work duties after the ASD has closed because of severe weather conditions or another emergency will be paid for the remaining hours worked beyond the announced closing time if their supervisor, manager, or COO requests that such employees remain at their location.

FEE WAIVER AT TENNESSEE POST-SECONDARY INSTITUTIONS

As state employees, ASD staff are and their children are eligible for fee waiver and discount programs through Tennessee postsecondary institutions, as outlined on the [Tennessee Higher Education Commission website](#). Employees may have fees waived for one course per semester. Interested employees should contact the institution to determine when they may register and when the fee waiver form signed by their supervisor should be submitted.

TERMINATION OF EMPLOYMENT

VOLUNTARY OR INVOLUNTARY TERMINATION OVERVIEW

While ASD is an at-will employer, it is ASD's policy that terminations will not be made independently by a supervisor or someone in a management role. Any termination of employment will be carefully reviewed and approved prior to being implemented. Please be informed that in circumstances that involve an investigation, you may be suspended with or without pay during the investigation process.

EXIT INTERVIEWS

In the case of a voluntary resignation, the ASD may request to conduct an exit interview to discuss the employee's reasons for leaving and any other impressions that the employee may have about the ASD. During the exit interview, the employee may be asked to provide insights into areas for improvement that the ASD can make. Exit interviews will be conducted by a human resources representative.

Alternatively, the ASD may ask the employee to respond to a questionnaire in a similar manner. There may also be a meeting with a human resources representative to review termination of benefits including, but not limited to, health insurance, short/long-term disability, and retirement plans. The employee should contact a Human Resources representative with all questions.

REFERENCE CHECKS

Whenever ASD employees receive requests to verify employment of current or former ASD staff, or to provide more detailed references, the employee should contact Human Resources.

RETURN AND CARE OF ASD PROPERTY

All ASD property that an employee has, including, but not limited to, office supplies, curriculum materials, computer equipment, keys, etc. shall be returned to the ASD on the employee's last day of employment. Passwords to ASD hardware, software and network resources must be provided. In addition, materials of any kind purchased with ASD funds are ASD property and shall be returned to the ASD on the last day of the employee's employment. Employees shall be responsible for any lost or damaged items. With respect to the materials and items the employee is to deliver to the ASD on the last day of employment, the ASD reserves the right to require the employee to deliver such items and materials prior to the last day of employment. For ASD property that an employee has not returned by the last day of employment, the employee will be responsible for compensating the ASD for the value of the ASD property.

ACKNOWLEDGMENT

RECEIPT AND ACKNOWLEDGMENT OF THE ASD'S EMPLOYEE HANDBOOK

Please read the following statements, sign below, and submit to the Employee Services Help Desk at humanresources@tnasd.org or return to a member of the Human Resources team.

Understanding and Acknowledging Receipt of ASD's Employee Handbook

I have received and read a copy of the ASD's Employee Handbook. I understand that this Employee Handbook supersedes all prior employee Handbooks, and that the policies and benefits described in the Employee Handbook are subject to change at the sole discretion of the ASD at any time.

I understand and accept that this Employee Handbook is not a contract of employment and that nothing contained in this Employee Handbook creates or may be construed as creating anything other than employment at-will. No officer, employee or representative of the ASD is authorized to enter into an agreement—express or implied—with any employee for employment for a specified period of time unless such an agreement is in a written contract signed by the Superintendent or his designee.

Employee's Signature

Date

Employee's Printed Name

Position

Revision Date: May 23, 2015