

EMPLOYEE HANDBOOK
RISE SCHOOLS, INC.
RISE ACADEMY-SOUTH DADE CHARTER SCHOOL
2008-2009

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JOINING THE RISE COMMUNITY

Rise Academy-South Dade Charter School was founded in 2008 in order to provide south Miami-Dade students with an excellent, college preparatory education. Our mission reads as follows: Rise Academy-South Dade Charter School provides a college preparatory education beginning in kindergarten and extending through eighth grade. Within a structured and rigorous learning environment, Rise Academy students are prepared to excel in academics and the world.

Operating a successful school requires a tremendous commitment from a wide array of people; teachers, staff, students, parents, volunteers, and board members must all share in the Rise philosophy and exhibit the same level of passion for ensuring that our young people succeed. Joining the Rise community means:

- Becoming a member of a team of people passionate about and strongly committed to the success of students;
- Having the opportunity to be innovative and creative about all aspects of Rise's development and seeing ideas transformed into real policies and programs;
- Being willing to do whatever it takes to help our students and our school succeed;
- Trusting the members of the Rise community to make the students and Rise the highest priority and to make decisions and take actions that support the best interests of Rise;
- Sharing responsibility for all of Rise's successes and failures and for those of our students; and,
- Knowing and appreciating that you are making a tremendous contribution to the lives of today's students as well as all those who will attend Rise in years to come.

Welcome to the Rise community.

EMPLOYMENT PRACTICES

At-will and Contractual Employees

Employees of Rise are employed based on mutual consent. Other than in limited circumstances, no employee is hired or employed for any specified term, or upon any specified conditions, or pursuant to any contract of employment, and an employee should not rely on any written or oral representations to the contrary.

Employment with Rise is “at will.” Employees have the right to terminate their employment with Rise at any time and for any reason. Similarly, Rise has the corresponding right to terminate the employment of any employee as it determines in its discretion is appropriate. It is our sincere hope that an employee’s employment relationship with Rise will be a mutually rewarding and satisfactory one. Rise offers employment contracts only to faculty and managerial personnel. Renewal of faculty employment contracts for the next year will be negotiated in March or April.

Before starting employment at Rise, appropriate paperwork must be completed. Rise requires all new faculty members to have a resume on file, complete a background check, and provide all documentation necessary to demonstrate full compliance with No Child Left Behind Highly Qualified Teacher requirements. A medical examination by a licensed physician may be required of all employees.

Non-Discrimination

It is the policy of Rise that all employment decisions shall be based on merit, qualifications and competence.

Rise provides equal employment opportunities in accordance with applicable federal, state and local laws to all employees and applicants without regard to race, color, religion, gender, national origin, sexual orientation, age, disability or any other characteristic protected by law.

Rise does not discriminate in recruitment, hiring, rates of pay, benefits, job assignments, promotion, training, discipline, or any other terms and conditions of employment. In addition, Rise is committed to making reasonable accommodation for qualified disabled job applicants and employees as long as such accommodation does not impose undue hardship on Rise.

Each member of Rise is responsible for treating students, parents, employees and applicants in a non-discriminatory manner and creating a workplace and an educational atmosphere that is free of discrimination.

Immigration Law Compliance

Rise is committed to complying with US Immigration Laws, including the Immigration Reform and Control Act of 1986 (IRCA), and employs only United States citizens and/or aliens who are authorized to work in the United States. ***Rise is forbidden by law to hire or retain individuals who cannot comply with the requirements of IRCA.***

Extracurricular Activities

Staff members are expected to participate in the life of Rise outside the classroom, sharing interests, talents and enthusiasm with students as generously as time allows. Coaching, organizing clubs and chairing activities are among the major extracurricular duties expected of faculty. Support for school events is expected of all employees. If for reasons of health or family obligations an employee feels unable to participate in extracurricular activities, the principal may excuse or limit such participation according to the needs of Rise.

Fingerprinting and Criminal Background Check

All Rise employees must undergo a federal background check and fingerprinting. Rise keeps criminal background information completely confidential and files the information separately from all other employee information, similar to an employee's medical information. Access to such information is limited to the Executive Director, the school's legal counsel, human resources staff responsible for processing the searches, and the board, as necessary.

All offers of employment are contingent on the results of this check. Rise shall not employ persons whose backgrounds are not free from criminal convictions with the exception of minor traffic violations and certain misdemeanors, subject to an appeal to the Rise Board of Directors.

Employee Conduct and Work Ethic

Rise is committed to providing the best and safest possible working conditions and job satisfaction for each of its employees. This includes complying strictly with all applicable laws. Employees must ensure that their personal conduct will not jeopardize these working conditions.

It is the policy of Rise to prohibit employees from engaging in disruptive activities or behavior deemed to be destructive to Rise's operations. In all of their professional activities and related personal interactions, employees are expected to conduct themselves according to a professional accepted level of behavior.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, including suspension, termination or dismissal.

- Excessive absenteeism, absence without notice or tardiness.
- Unauthorized release of confidential School statements, activities, or procedures.
- Failure to follow directions or fulfill assigned duties.
- Theft or damage of property of Rise, its students, or another employee.
- Drug or alcohol abuse.
- Safety or security violations.
- Immoral or illegal acts (such as carrying a weapon on School property or participating in criminal activity).
- Falsifying School data or administrative procedures such as employment application information or reimbursement expense report.
- Discrimination.
- Conflict of interest.
- Fighting or threatening violence in the workplace.
- Sexual or other harassment.
- Insubordination or other disrespectful conduct.
- Other serious offenses that in the Principal's or Board's judgment would cause a disruption in activities conducted during a normal workday.

Corporal Punishment and Abusive Behavior

By law, Miami-Dade County, Florida forbids the use of corporal punishment in public schools. Because of this law and our interest in creating a safe, communal environment that is conducive to learning, Rise does not allow the use of physical contact *of any type* by its faculty or staff as a means of disciplining students. More generally, the school will not tolerate any type of abusive behavior by staff towards students or other community members. Any teacher who is found to have used corporal punishment or to have otherwise engaged in abusive behavior towards a community member will be subject to disciplinary action, up to and including suspension without pay or termination.

Smoking Policy

In compliance with Florida regulations for public buildings, smoking is not permitted by faculty, staff, students, or parents inside the facility or in school vehicles at any time.

Controlled Substances

Rise is committed to ensuring a drug-free and alcohol-free workplace. Rise will not tolerate the manufacture, distribution, dispensing, possession or use of illegal drugs or alcohol in the workplace or on Rise property. Employees who violate this policy or who report to work under the influence of alcohol or illegal drugs will be subject to disciplinary action, up to and including termination.

Drug Testing

Rise reserves the right to conduct random drug-testing of all employees at its own expense to ensure a drug-free workplace. Employment is contingent on maintenance of this high standard of conduct.

Criminal Convictions

Any employee that is convicted of a felony or misdemeanor, other than minor traffic violations, occurring outside of the workplace must notify the Rise EXECUTIVE DIRECTOR in writing of the conviction within five (5) calendar days.

Sexual Harassment

Rise is committed to providing a work environment that is free from sexual harassment, which is a form of unlawful discrimination.

In keeping with the commitment to have a workplace/youth educational center free of sexual harassment, Rise maintains a strict policy prohibiting sexual harassment in any form in the workplace from employees, students, vendors, or guests. This policy prohibits harassment in any form including verbal, physical, and visual harassment. Examples of sexual harassment include:

- Requests for sexual favors in exchange for employment related considerations.
- Threats (whether explicit or implicit) or denial of benefits because of refusal to submit to sexual advances.
- Unwelcome physical contact.
- Sexually explicit language or gestures.
- Uninvited or unwanted sexual advances.
- An offensive or hostile overall environment, including the use of vulgar language, the presence of sexually explicit photographs or other materials, and the telling of sexual stories and jokes, any of which may infringe on the right of other employees.

Sexual harassment (both overt and subtle) is a form of employee misconduct that

is demeaning to another person and undermines the integrity of the employment relationship. Sexual harassment can come from superiors, fellow employees, agents or customers. Men, as well as women, can be victims of sexual harassment. Rise cannot stress enough that it will not tolerate any form of sexual harassment.

Any employee who becomes aware of circumstances that may constitute sexual or other unlawful harassment should promptly report the matter to an immediate supervisor. If the supervisor is unavailable or the employee would prefer to speak with another person, the employee should contact their Principal, the Chief Executive Officer, or the President of the Board. Employees can raise concerns and make reports without fear of reprisal.

All complaints will be investigated and assessed promptly, impartially and in as confidential a manner as possible. After investigation, any employee who is found to have engaged in sexual or other forms of unlawful harassment will be subject to disciplinary action, up to and including termination.

This policy will be superseded by any state or federal laws governing this subject.

Tardiness and Absence

It is important that employees work their assigned schedules as consistently as possible. Regular attendance and punctuality are two very important considerations in reaching our objectives. Excessive absenteeism and tardiness are grounds for disciplinary action, including termination.

If an employee is unable to report to work for any reason, he/she must contact Rise prior to the time when he/she is to begin work that day. It is each employee's responsibility to keep Rise informed on a daily basis during a short-term absence and to provide medical verification when asked to do so.

Employees who fail to call in when they will be tardy or absent, or those who are tardy or absent excessively or show a consistent pattern of absence will be subject to disciplinary action, up to and including termination.

Performance Evaluation

Teacher Evaluations

The purpose of teachers' performance evaluations are to:

- Serve as the basis for improvement of instruction and student achievement;
- Enhance the implementation of the curriculum and programs;

- Serve as a measurement of the professional growth and development of personnel;
- Serve as the measurement of satisfactory performance for individual personnel or serve as documentation for unsatisfactory performance;
- Serve as a means to evaluate progress towards meeting the goals of the Rise Accountability Plan; and
- Serve as a primary factor in the decision for continued employment and level of compensation.

Teachers will be evaluated in four areas:

1. Classroom Instruction
2. Curriculum Development
3. Professional Growth
4. Meeting Rise's Academic Targets as Described in the Rise Accountability Plan.

At the beginning of the year, teachers will receive information from their principal about the process for classroom observations, curriculum development responsibilities and expectations for professional development. Teachers will also receive Rise's accountability plan and list of yearly priorities derived from the plan. Teachers will be expected to focus on the priorities and to report regularly on their progress towards reaching the goals of the Accountability Plan.

Teachers will receive quarterly feedback, or as the principal deems necessary, on each or some of the areas in which teachers are expected to demonstrate growth and results.

Non-teaching Staff Evaluation

Non-teaching staff will be subject to a different evaluation process than the teaching staff. Employees will have at least one meeting a year with their supervisor in which they will discuss the tasks or areas of responsibilities described in their job descriptions and their achievements relating to these areas. Non-teaching staff also has the responsibility to assist in meeting Rise's academic and non-academic targets as described on the Rise Accountability Plan. Copies of the Accountability Plan will be provided at the beginning of the year.

Voluntary Termination

An employee who voluntarily resigns her/his employment or fails to report to work for three (3) consecutively scheduled workdays without notice or approval from the principal, will be considered to have voluntarily terminated her/his employment with Rise.

Rise would like employees who are voluntarily terminating to give at least 10 working days written notice before leaving their jobs. All school owned property (keys, books, computers, etc.) must be returned immediately upon termination of employment.

Involuntary Termination and Discipline

Employees who violate any policies or rules and /or are not conforming to the performance standards required by Rise will receive (a) a verbal warning, and/or (b) a written warning. Two warnings will constitute grounds for termination. Severe infractions, such as gross misconduct or insubordination, are grounds for immediate termination. Rise's disciplinary policy in no way creates a contractual obligation or alters the at-will employment relationship.

Moonlighting

Employees of Rise may not be employed in another position that will interfere with his/her normal working schedule while employed by Rise. Falsification or misrepresentation of the above can result in immediate discharge.

With regard to tutoring, it is the policy of Rise to offer students additional help when needed, and to discourage tutoring for a fee. It is School policy that a teacher may not tutor students concurrently in that teacher's class for extra pay. Any exception to this policy must have the prior approval of the Principal or Executive Director.

Grievance Procedure

It is the belief of Rise Schools, Inc./Rise Academy-South Dade Charter School that workplace conflicts, disagreements, and concerns are best resolved through open dialogues. We are committed to providing fair and efficient avenues for staff members to raise, discuss, and address issues concerning other school personnel.

It is expected that staff members will have differing perspectives and assume divergent points of view on a range of issues. It is also expected, however, that staff members will engage in a mutual respect and shared dedication to the mission of the school. In dealing with concerns and complaints about a staff member's conduct, staff members must preserve confidentiality. This will promote resolution and prevent misunderstanding and bad feelings. Staff members should refrain from discussing their disagreements or criticizing one

another in a public forum or in the presence of students, as it is inconsistent with the mission of the school.

The procedures below are designed to provide an appropriate mechanism for resolving legitimate employee concerns quickly and fairly. A staff member that does not act consistently with this procedure may be subject to disciplinary action, up to and including termination.

Step One: Any staff member with a particular concern or complaint about another staff member's conduct should make every effort to resolve the matter privately in a spirit of mutual respect and shared dedication to the mission of the school. Another staff member may serve as mediator. Staff members are also encouraged to raise their work-related concerns with the supervisor.

Step Two: If a staff member is not able to resolve a concern privately or he/she feels that his/her concern is not appropriately addressed by the supervisor, the staff member may request an informal meeting with the principal to address the topic. The principal will arrange for all other affected parties to attend the meeting in an attempt to solve the issue. (Staff members whose concern is with the principal should submit their request for an informal meeting to the EXECUTIVE DIRECTOR. If their concern is with the EXECUTIVE DIRECTOR, they should submit it to the President of the school's Board of Directors.)

Step Three: If no resolution is reached in step two or if affected parties do not agree to attend an informal meeting, the staff member(s) raising the concern should present a written statement of their position to the principal, providing as much substantive evidence as possible to support their position. Once the letter and supporting information is submitted, the principal will review the material and may conduct additional independent assessment. Throughout this process, all involved parties will be informed of the evidence presented and, the independent investigation(s) being conducted, and might be asked to provide further documentation and support. Once the principal has completed this review and assessment, s/he will prepare a written report stating what course of action (if any) should be taken to address the issue. (Staff members whose concern is with the principal should submit their written statement to the EXECUTIVE DIRECTOR. If their concern is with the EXECUTIVE DIRECTOR, they should submit their statement to the Board President.)

Step Four: Any involved party who is not satisfied with the course of action determined by the principal or EXECUTIVE DIRECTOR in step three may appeal to the school's Board of Directors. The Board may request additional information and conduct its own independent assessments. It may also request that the involved parties present their positions in person to the Board. Once the Board has completed its assessment, it will communicate in writing its decision concerning the appeal to all involved parties. Board decisions are final.

Confidentiality: In each of the above four steps, all staff members involved with the complaint will maintain the confidentiality of their communications, both oral and written. Copies of any written document exchanged or generated during the process shall be kept by the principal and or the Board.

Employment: This grievance procedure does not apply to any type of alleged employment discrimination. Such issues should be handled as described in the Non-Discrimination and Sexual Harassment Sections of the Employment Policies.

Personnel Records

It is important that Rise always has current information about its employees. Rise must be informed if employees change their name, address, phone number or marital status, etc.

Upon request, employees will be allowed to review any personnel records that have been used to determine qualifications for employment, promotion, compensation, termination or other disciplinary action.

External Disclosure of Employee Information

All requests for information about a current or former employee must be immediately referred to the principal. Disclosure of personnel records or data to sources outside Rise will not be made without the written permission of the employee and the authorization of the principal. All requests for information about a current or former employee must be submitted in writing. In the case of prospective employers, the disclosure shall be limited to dates of employment and job title only unless the employee provides written consent for the principal or supervisor to provide a reference.

When requests for personnel and medical records or data are received from duly authorized governmental or law enforcement agencies or pursuant to a legally issued summons, or judicial orders, including subpoenas and search warrants, such information will be provided, subject to applicable law, without written permission of the employee. In such cases, Rise will make every effort to notify the employee before this information is released. However, the principal must not release any information requested from these sources without the authorization of the legal counsel.

EMPLOYEE BENEFITS

Full-time Employment

Full-time employees are those employees whose normal work week is forty hours.

Health Benefits

All full-time employees will be offered basic health care coverage by Rise, for which Rise will pay 100% of the monthly premiums. The coverage will apply only to staff members themselves, not their families or relatives. Staff may purchase additional coverage for their families at their own expense, through salary reductions.

Pension Benefits

Rise will offer a 401K pension plan option for all full-time employees who qualify according to the pension plan's enrollment standards. The plan will enable employees to make employee contributions to the pension plan beginning their first year of employment.

Family and Medical Leave

Family and Medical leave is an unpaid leave of absence for an employee's non-occupational illness or disability, or for the birth or adoption of an employee's child, or the care of an employee's seriously ill child, parent or spouse.

Employees who have completed at least one year of continuous service and worked at least 1,250 hours in the previous 12-month period may submit a written request for a family and medical leave of absence, for a length of time up to a maximum of sixteen weeks in a 24-month period.

Requests for medical leaves or to care for a seriously ill child, parent or spouse will be granted to eligible employees who present a physician's written statement that certifies the need for the leave or the care and estimates the length of time the employee will be unable to work due to the disability. At any time during a medical leave of absence, an employee may be asked to provide medical evidence of disability or continuing need of care.

During this leave, the employee's health insurance coverage (if participating and applicable) will continue. However, sick and annual leave will not accrue during this time. The employee is required to give Rise notice of plans to return, or not

to return, to work at least two weeks before the family and medical leave expires. If the employee does not return to work after the expiration of the leave, the employee will be required to reimburse Rise for payments of the health insurance premiums during this leave, unless the employee does not return because of the presence of a serious health condition of the employee or the employee's family member.

Family Leave Policy

Due to the birth or adoption of an employee's child, fulltime Rise employees who have worked for the organization for at least six uninterrupted months are eligible for ten (10) work days of paid family (paternity or maternity) leave per year. Eligibility for the leave does not begin until the date on which the child is born or adopted and must be taken within the first ten (10) work days thereafter. To facilitate planning, employees should submit a request for the leave to their principal in writing at least 4 weeks in advance of their anticipated departure date. Family leave (or sick leave) may not be taken to extend compensation for time missed beyond the end date of employment specified in the employee's offer letter or contract.

In the case of paternity leave, an employee may use the ten (10) days of family leave and then any accrued vacation or personal days. The option for unpaid leave of greater length also exists as described under the Family and Medical Leave section above.

In the case of maternity leave, an employee may use the ten (10) days of family leave and then any accrued sick, vacation, or personal days provided that sick leave is not used to extend total paid absence from Rise beyond six weeks (the option for unpaid leave of greater length exists as described under the Family and Medical Leave section above). Pregnant employees with short-term disability insurance from Rise may apply to the insurance company for partial reimbursement of wages not covered by Rise during the first six weeks of absence from work due to the birth of a child. Exact reimbursement levels and details of policy will be determined by the insurance company. For more information, speak with your campus's business manager.

Salary Advances

Salary advances may be provided on a case by case basis. A salary advance may not exceed the amount of an employee's earnings from one pay period. A salary advance may not be issued more than ten (10) calendar days before the pay period it corresponds to. . In order to receive a salary advance, an employee must receive approval from the Executive Director.

Jury Duty

Rise encourages its employees to fulfill their civic responsibility by serving on jury

duty when required.

Employees must show the jury duty summons to the Principal as soon as they receive it. This will enable the supervisor to make arrangements for substitutes and temporary help. The employee is expected to report for work whenever the court schedule permits.

Either Rise or the employee may request to be excused from jury duty if, in Rise's judgment, the employee's absence would present serious operational difficulties.

Upon completion of jury duty, a Verification of Attendance form must be presented.

Bereavement

Due to the death of a member of an employee's immediate family, that employee may wish to request time off from work. Up to three days of paid bereavement leave will be provided to regular full-time employees. If there are circumstances that require additional leave – e.g., responsibility for managing the funeral, substantial travel, - the principal may grant additional time if requested in advance.

Immediate family is defined as an employee's spouse, parent, child, sibling or an employee's spouse's parent, child or sibling. Also included are an employee's grandparents, grandchildren or child's spouse. Special consideration will also be given to any other person whose association with the employee was similar to any of the above relationships.

The following general provisions apply to all leaves of absence:

1. A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a physician's written statement that certifies the need for the extension.
2. Failure to return to work on the first work day following the expiration of an approved leave of absence may be considered a voluntary termination.
3. Except under Family and Medical Leave, coverage under Rise's group insurance plans will be continued on the following basis:
 - for the first 30 days of an approved leave of absence, Rise will continue to contribute to premiums as if the employee were actively at work;
 - employees will be required to pay the entire premium for continued coverage during the portion of an approved leave of absence in excess of 30 days.

4. Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.
5. Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
6. Employees on leave of absence must communicate with Rise on a regular basis, at least twice each month, regarding their status and anticipated return to work date.
7. Employees on leave of absence who seek or accept other employment without Rise's written approval will be subject to disciplinary action, up to and including possible termination.
8. Employees who falsify the reason for their leave of absence will be subject to disciplinary action, up to and including possible termination.
9. All leaves of absence must be approved in advance, in writing, by the EXECUTIVE DIRECTOR and the Principal.

Worker's Compensation

All employees are automatically covered by Worker's Compensation Insurance at the time they are hired. Rise pays all of the premiums for this coverage. This coverage complies with applicable Florida and federal law concerning leaves for work-related illness or injury.

It is important that employees report any work-related injury or illness to the Executive Director or Assistant Principal, as soon as it happens, regardless of how minor it may be.

Vacation

Ordinarily, vacations will be scheduled for the mutual convenience of the employee and Rise. To insure continuance of operations, however, the final determination will rest with the principal. Vacation days remaining at the completion of a contract will be carried over into the next year as sick days (see policy on sick days below).

Administrators

Administrative employees are given two weeks vacation annually, unless otherwise specified in the individual's contract. Administrators and all 12-month employees are expected to report to work during student vacations (except during designated staff-wide Rise holidays), unless those days are taken as vacation.

Teachers

Teachers are entitled to six “personal” days per school year, which can be used for any purpose—either as sick days or for other reasons. Teachers are not required to work during school vacations or holidays unless otherwise notified by the Principal. Teachers are expected to work all school, preparation, and in-service days shown in Rise’s annual calendar. All members of the part-time teaching staff are encouraged to attend professional or planning days in Rise’s calendar.

Faculty members report for duty prior to the school opening date, as stated in Rise’s calendar and in their contracts.

Holidays

Rise schedules holidays (time off with pay), each calendar year. The specific holidays will be determined and communicated by the Principal prior to the applicable calendar year.

Ownership of Intellectual Property

It is Rise policy to maintain ownership of intellectual property created through its educational or business activities, to the maximum extent possible. Intellectual property shall include all artistic or intellectual works for which copyrights or trademarks may be acquired.

School employees entering into agreements to create or make significant investments in artistic/intellectual works should make every effort to ensure that ownership of such work will vest in Rise. Any exceptions to this policy must be approved by the Executive Director or the Board of Directors.

Confidentiality

All employees shall not, except as authorized by Rise or required by his/her duties under the employment agreement, use for his or her own benefit or gain or divulge to any persons, firm, company or other organization whatsoever any confidential information belonging to Rise or relating to the affairs or dealings which may come to his/her knowledge during his/her employment. Information relating to students and their families, parents and guardians is of a confidential nature and must not be disclosed. Rise considers unauthorized disclosure of confidential information a serious matter, which may lead to disciplinary action. This restriction shall cease to apply to any information or knowledge, which may subsequently come into the public domain other than in breach of this clause. All records, documents and other papers considered to be confidential, together with any copies or extracts thereof, made or acquired by the undersigned employee in the

course of his or her employment shall be the property of Rise and must be returned to Rise on termination of his/her employment. Confidential information shall include all information, which has been specifically designated as confidential by Rise, and any information, which relates to the private, public, commercial and financial activities of Rise, the unauthorized disclosure of which would embarrass, harm or prejudice Rise.

