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# Kentwood Preparatory School

## Faculty & Staff Manual

### ACKNOWLEDGEMENT OF RECEIPT OF STAFF MANUAL

I, the undersigned, acknowledge:

- I have received a copy of the current Kentwood Preparatory School Manual;
- Without written permission, this Manual may not be copied nor may the contents be divulged to any person not associated with the school;
- Loss or destruction of this Manual or any part thereof will result in my having to pay a \$150.00 replacement fee;
- This Manual is the property of Kentwood and must be returned upon request, upon termination of employment, or at the end of the school year;
- In the case of incongruities between this Manual and the contract, your contract is the controlling document - the Manual is not part of the contract.
- Addenda and administrative memos may supersede any information in the Faculty & Staff Manual;
- Staff members must, as part of their employment contract with Kentwood, become familiar with the contents of this Manual and be able to demonstrate a knowledge of the contents of this Manual.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

A signed copy of this document will be placed in our records.

The date of this Agreement will be considered as the last date appearing alongside the signatures to this Agreement. This Agreement is between Alternative Education Foundation d/b/a Kentwood Preparatory School - the Employer, and the Employee whose name appears on the last page of this Agreement.

All references to the male and female gender shall be construed as applying to the applicable gender.

## Kentwood Preparatory School

### **Faculty & Staff Manual**

By its very nature - Kentwood Preparatory School is different from others in the area. Clearly, we are a community of students, parents, and teachers dedicated to providing and acquiring the very best education possible in each of these crucial twelve years of a young person's life. Our common interests and understanding of this twelve-year process will assure success.

Kentwood Preparatory School is committed to the development of every child, both as a person and as a student. Because the school is a community, it is imperative that order and efficiency be maintained to foster the well being of the entire community. At Kentwood Preparatory School, we believe that each member of the school community bears a share of the responsibility for making the school a better place in which to teach and learn. Continuing enrollment is an earned and maintained privilege, not a right guaranteed by admission.

A clear understanding of the school's practices via this Manual will help us avoid problems and misunderstandings, and assist in the smooth, efficient running of the program from day one. Staff should remember that Kentwood Preparatory School is an independent school. As an employee you should understand, therefore, that employment at this school is an implied consent to support Kentwood Preparatory School, its goals and objectives, and its standards of conduct.

The purpose of this Manual is to assist faculty in understanding our school's goals and standards. Also, it specifies procedures so that the faculty may conduct the school's primary business of learning with minimum distractions and with a positive outcome. Understandably, much of the above will vary in practice from grade to grade within our K-12 school. Nonetheless, the principles are constant and paramount in importance. Staff should know the Manual well, because it contains useful information. More importantly, they should realize that the spirit and intent of this guide, rather than its specific wording, make all that is written here vital to the community.

Understanding, acceptance, and commitment to this spirit will help all our staff to develop the sense of pride they should feel for our traditions, our integrity, and our high standards of education.

## PURPOSE

The basic educational purposes of Kentwood Preparatory School are:

1) preparation of its students for life and 2) development in its students of the necessary academic, social, behavioral, physical and problem-solving skills to enable them to live constructive lives in a rapidly changing society. Kentwood is dedicated to helping families with children who have special learning and social-emotional needs. Kentwood offers a diagnostic, prescriptive teaching, and learning experience for the physically normal, intelligent child who, for a multiplicity of causes, has not been able to benefit from a regular school program. The purposes of Kentwood are:

1. To identify the family dynamics, crises, and needs, and the student's academic and social-emotional deficits and strengths.
2. To develop individually-prescribed programs that will remediate the student's deficits, reinforce the student's strengths, and, if necessary, teach the student compensatory skills.
3. To work with the student and family to ensure a happy, well-adjusted and functioning family unit.
4. To assist students in fulfilling their potential and to assume their rightful place in society as well-adjusted, happy and productive individuals.

The Kentwood school program is based on a cognitive behavioral model designed to give intensive skills training in reading, writing, math, and study skills. The model includes a social skills and behavior modification approach to social-emotional issues, self-image, and the development of confidence as a learner within a supportive and understanding environment.

**Kentwood is non-discriminatory in admissions and employment practices and recognizes the value student and staff diversity can bring to the program.**

## GOALS

Specific goals include:

1. The building of a strong foundation in the basic academic disciplines leading to placement and success in appropriate secondary schools and colleges. An acceptance of the principle that excellence is the school's standard of achievement in all aspects of school life.
2. The development of learning skills necessary for continuing educational experience wherein a capacity for self-education is instilled.
3. An appreciation of the importance of the arts in our culture and society.
4. An understanding of the importance of personal health and physical activity to one's well being.
5. A willingness and ability to face the pressures of competition and the development of a sense of proper perspective on competition.
6. An awareness and respect for others and their differences.
7. The belief and practice that in a community of people; leadership, teamwork, responsible citizenship, and concern for others are vital to the welfare of that community.
8. The realization that continuing enrollment at Kentwood Preparatory School is an earned privilege, not a continuing right, and is extended only to students and families who accept the school's standards of behavior, and who demonstrate a willingness and ability to live up to their potential.

The Kentwood Preparatory School Administration has adopted a policy of semi-annual, formal evaluations of employee performances for continuing employment. Each year, based on these assessments, staff receive an evaluation report from the Principal either inviting them to return and renew their contract or informing them that they no longer have the privilege of working at the school. Those decisions are made according to how well employees have worked with us to realize our goals. The following information regarding policies and procedures, school rules, behavior, and standards, should be read carefully, for they are crucial to those decisions.

## **KENTWOOD - PROGRAM OVERVIEW**

1. Kentwood Preparatory School believes that a symbiotic relationship exists among the social-emotional-academic-family gestalt of each student and that, especially with "special needs" students, deficits in all of these areas must be treated by a multidisciplinary approach involving academic and therapeutic interventions.
2. Kentwood is keenly aware of the seriousness of the responsibility of educating young people who have special needs. We recognize that the whole family joins Kentwood, and that the whole family needs to work together with the school in close harmony to achieve growth and development for the child and the family unit. Parent participation is a necessary part of the total education process. Parents are encouraged to observe classrooms at arranged times, to request teacher conferences, to communicate suggestions for the betterment of the school, and to attend parent/student/faculty meetings.
3. Kentwood believes that self-esteem is vital to the child's growth. It is promoted in the students by the recognition that the adults with whom they interact considers them to be special and worthy people. We believe that a teacher's attitude toward each child is crucial and can set the tone for others' attitudes as well. We believe that basic to a teacher's attitude is love and respect for children and belief in praise and encouragement for enhancing a child's growth.
4. Compulsory homework has too often been an occasion for conflict at home, especially for the child who has difficulties. The parent-child relationship is threatened when the child struggles to do well for the parent and when the parent struggles to understand why the child does not learn effectively or is unable to do the assigned work. At Kentwood, the school and the family form a partnership and work together. No homework is given until the student has the necessary skills to work independently at home. The student then contracts to do independent work at home for extra credit. The parents are instructed how much guidance and help to give. Parent involvement is kept to a minimum so as to foster a sense of independence, competence, achievement, and responsibility in the student.
5. Kentwood is a multi-sensory school relying heavily on a variety of creative educational techniques to inspire learning in each individual child. Our academic goal is to foster accomplishment, which will in turn produce feelings of success for each student according to ability. We believe in stimulating young minds and doing so in a way that is rewarding for the student. We believe that a student's potential is always more than it appears to be on the surface. We strive to develop this potential through creative teaching methods, sensitivity to individual needs, and supportive relationships between teachers, parents, and students. We believe that students are inspired by caring and supportive parents, teachers and creative learning situations.



6. Kentwood seeks to develop qualities of leadership and responsibility among its students and staff. We expect the faculty and students to conduct themselves in a way that exemplifies the true spirit of the school community. These qualities include:
- a. Respect for an individual's feelings
  - b. Sense of Dignity
  - c. Courtesy and self-control
  - d. Hospitality to newcomers
  - e. Concern for others
  - f. Good sportsmanship
  - g. Kindness and humility
  - h. Pride in dress and work
  - i. Community service
  - j. Kentwood believes in the maintenance of definite standards of organization and expectations in the classroom and throughout the school day. The most important factors in maintaining these standards are:
    - k. accountability (understanding choices and consequences)
    - l. boundaries (clearly defined limits of behavior)
    - m. consistency (avoiding mixed messages, by consistent enforcement of rules)
    - n. structure (clearly defined expectations in the home and in the school)

*We often refer to these factors as the ABCs of Kentwood*

**The following pages are an exact copy of the Employment contract you have initialed and signed. This copy is not to be initialed or signed but only used as a reference for your personal information.**

# Kentwood Preparatory School

## Employment Contract

The date of this Agreement will be considered as the last date appearing alongside the signatures to this Agreement. This Agreement is between Kentwood Preparatory School (the Employer), and the Employee whose name appears on the last page of this Agreement and whose initials appear on all the remaining pages of this Agreement.

All references to the male and female gender shall be construed as applying to the applicable gender.

### 1) Term

The term of this Agreement shall embrace the period stipulated in Exhibit "A", the first day thereof to be referred to as the "Commencement Date" and terminating on the last day thereof to be referred to as the "Termination Date".

### 2) Compensation

For all services rendered by the Employee under this Agreement the Employer shall pay the Employee a salary hereafter referred to as the "Contract Salary" as set out in Exhibit "A". The contract salary shall accrue on the same day of each month per Exhibit "A", and payment will be made in accordance with Exhibit "A". The amount of salary is strictly confidential and shall not be disclosed to any other Employee. **The improper disclosure shall be considered an automatic violation of the contract and may be the sole basis for which Kentwood may cancel the contract and immediately terminate the Employee's services.** Any additional compensation for tutoring or other services will be paid monthly and if termination occurs shall be paid on a pro rata basis.

In the event that an Employee commences service subsequent to the "Commencement Date", the "Contract Salary", the amount and number of installment payments and the paid absent days shall be prorated in accordance with the calculations in Exhibit "A".

### 3) Duties

The Employee shall faithfully perform the duties assigned to him/her to the best of his/her abilities and according to the rules and regulations established by the Employer. The precise duties of the Employee may be extended or curtailed at the sole discretion of the Employer by notice to the Employee, either orally or in writing or by way of amendment to the staff manual. The Employee shall execute an agreement to comply with the Staff manual and if for any reason Employee and/or Employer does not sign the staff manual, the Employee agrees by execution of this agreement, to comply with the Staff Manual and any other provisions set forth by Employer.

Working Hours: Employee will be required to check in at school at least one half-hour prior to the starting time for students and to check out after staff meetings and duties have been performed each day. Employee undertakes to work a minimum of 40 hours per week.

Adjustments will be made for partial attendance, late arrival or early departures in accordance with the procedures and formulae detailed in the staff contract manual, (attached hereto as Exhibit "B").

There will be one administrative meeting per month where the employee will be required to stay until the meeting terminates on or after 5:00 p.m. The dates and schedule times of these meetings (which are subject to change) are stated in the staff calendar. If Employee fails to obtain a Staff calendar, Employee is obligated to incur with the Employer and obtain same to comply with their responsibilities.

#### 4) Extent of Services

This agreement is an exclusive agreement for Employee to provide services exclusively to the Employer. The Employee shall perform for and on behalf of the Employer's business by devoting his/her entire time, attention and energies to the Employer's business unless otherwise agreed to in writing by the parties herein. The Employer shall have the right to designate the professional services to be performed; and the Employee shall maintain all licenses and skills for the rendering of said professional services.

#### 5) Restrictive Covenant and Disclosure of Information

The Employee recognizes and acknowledges that the Employee has access to certain confidential information, which includes **financial information** (including pricing and other financial data which relates to the management and operation of the company or its services); **vendor information** (including supplier and vendor names, addresses and terms of service contracts); **marketing information** (including sales forecasts and personnel information); **all customer information** (including all lists, files, correspondence, books, documents, records, telephone numbers and lists of customers or clients (students); **information on the Kentwood Behavior Management System (which is a trade secret)**; and other trade or professional **information** of or in connection with the Employer's business as they may exist from time to time. The Employee further acknowledges that the abovementioned information is considered to be valuable, special and unique assets of the Employer's business and belong to the Employer. All such information, documents and materials used by the Employee shall be surrendered immediately upon termination of his/her employment. The Employee shall not, during or after the termination of his/her employment, (regardless of the reason the employment ends), disclose any of the above or any part thereof to any persons, firm, corporation, association or other entity whether or not the entity owns, manages, operates or controls any business similar to or in connection with the type of business conducted by the Employer. The Employee further agrees to take all reasonable actions to prevent any unauthorized use or disclosure of this information and to protect the company's interests. **In the event of a breach by the Employee of the provisions of this paragraph, the Employer shall be entitled to an injunction restraining the Employee from disclosing in whole or in part, any of the information, documents or materials referred to above, or from rendering services to any person, firm, corporation, association or other entity to whom such list has been disclosed or is threatened to be disclosed without notice, hearing or demand and the parties agree that the Employer may obtain the injunction, ex-parte and the bond shall be no more than \$1,000.00 for said injunction.**

The Employee agrees and represents to the company that since this is an exclusive contract, that during the employee's term of employment, the employee will not directly or indirectly;

own, operate, manage, control, be employed by, participate, or be connected in any manner with the ownership, management, operation or control of any business (including personal business) that competes directly or indirectly with the company, including but not limited to teaching, counseling or tutoring. Failure to adhere to this clause shall be a violation of the contract and Kentwood may cancel the contract in the event of said violation and obtain an immediate ex-parte relief of an ex-parte injunction to immediately stop the employee from continuing to violate the confidentiality provisions contained herein.

- 6) **Place of Employment** The place of employment will generally be at Kentwood Preparatory School, 4650 SW 61<sup>st</sup> Avenue, Fort Lauderdale, FL 33314, or 6311 Orange Drive, Fort Lauderdale, FL 33314, but at times the Employee may be required to work in other locations to be designated by the Employer. Venue for any legal action shall take place in Broward County, Florida.

7) **Termination**

This Agreement shall terminate upon any of the following occurrences:

- a) The Employer or Employee may terminate this Agreement at any time upon one (1) week's written notice to the other. In such event the Employee shall perform all duties and shall receive payment only up to and including the last day of employment. Regardless of whether employer or employee provides notice of termination, the provision relating to protecting the trade secrets and confidentiality of the employer continue to apply and remain in full force and effect.
- b) Upon death of the Employee.
- c) Whenever the Employee shall fail or refuse to faithfully, diligently or completely perform his/her duties with or without notice from the Employer.
- d) Whenever the Employee shall no longer be able or permitted to perform the services required for any reason.
- e) The Employer may terminate this Agreement with the Employee upon written notice if the Employer should merge, sell or liquidate the business.
- f) If the Employee shall be rendered incapable by illness and/or excessive absences or any other cause from complying with these terms, provisions and conditions on his/her part to be kept, observed and performed for a period or aggregate periods, which in the opinion of the Employer is likely to be detrimental to the effective operation of the Employer's program, the Employer at his option, may cancel and terminate this Agreement by notice to that effect.
- g) If the Employee is accused or charged of any misconduct, misdemeanor, or felony by any person or entity.
- h) In the event of the contract being terminated for any of the above reasons in section 8 a, b, c, d, e, f and/or g, or for any other reasons whatsoever, no severance payment shall be made, nor are any further payments due to the employee. This will be irrespective of how the payment plans

have been structured or agreed upon, or what percentage of the contract the employee has performed, or for any other reason whatsoever. The Employee therefore understands and agrees that in the event of this Agreement being terminated by either party the Employee shall receive no further installment payments as provided for in Paragraph 2 of this Agreement. The last paycheck may be withheld by Employer if Employee fails to comply with all the terms and conditions of employment until such time as the final damages incurred or deductions allotted to the employee are determined by Employer.

## 8) Employee Benefits

- a) Sick Leave – The Employee shall be entitled to paid sick days during the term of this Agreement as specified in Annexure “A”.
- b) Paid Absent Days – The Employee shall be entitled to paid absent days during which the school is closed in accordance with the staff calendar as well as any public holidays observed by the school, subject to the provisions below. Employee is contracted to work during summer camp, and the following week after camp for camp closure if necessary.

It is clearly understood that the Employee is not automatically off on days during which the school is closed but only those authorized days set forth in the staff calendar. Unauthorized absences on such days will be treated at the discretion of the Employer, as unpaid leave or set off against annual leave due.

- c) Unpaid Absent days - Any day on which an Employee does not present himself for work shall be regarded as an unpaid absent day (unless such absence is authorized in writing by the Employer in advance of the date in which the absence occurred) and the Employee's salary for the month shall be reduced at a rate calculated at .06 of the employee's monthly salary. Any day directly before or after: long weekends; teacher training; summer programs; federal holidays; school being closed for vacation (including Thanksgiving); and/or any other day school is closed (as deemed by Administration) on which an employee does not present him/herself for work shall be regarded as two unpaid absent days (unless such absence is authorized in writing by the employer) and the employee's salary for the month shall be reduced **for each unpaid absent day** at a rate calculated .12 of the Employee's monthly salary.

A new Employee shall not be entitled to avail him/herself of the paid absent days until he/she has completed his/her probationary period and then may only use paid absent days at the rate of one day per contract month thereafter until the maximum allowed days have been used.

Any Employee whose service is terminated prior to the termination date who has received payment for absent days, shall have his/her final salary check reduced by the amount of payment the Employee has received for said absent days **in excess of the number of days envisaged per Annexure “A”**.

## 9) Health Policy

Kentwood encourages our staff members to take care of themselves and tries to prevent the spreading of colds, flu, and other illnesses throughout the school. Just as we send students home who come to school and are sick, Kentwood does not encourage staff members to come to work if they are sick. If you come to work sick, you will be sent home. Staff members must follow the same contagion rules as students – see attached. DO NOT come to school if you have a temperature, diarrhea, stomach problems, coughing, or have been vomiting.

Each employee is allotted 5 sick days per year. Sick days are counted as days the employee presents a doctor's note or medical verification of illness. Sick days have no implications on salary and are not deducted. If there is no verification of illness or doctor note, the employee will have to use a personal day.

Kentwood also would like staff to have the opportunity of taking additional personal time (without using sick / personal days or having their payroll affected. Staff members that provide sufficient notice to Administration with flexibility may be able to schedule additional personal time without penalty (See below \*\*)

All staff on administrative contract 'A' employees, will receive a set amount of sick/personal/vacation days combined. Vacation days may only be used when school is not in session and/or during approved times.

## 10) Sick / Personal Days

If there is no advance notice (24 hours or more) there will be an automatic deduction from payroll. Sick / Personal day cannot be used in this case. \*\*(If a doctor's note is produced upon staff member returning to work, a sick day may be used).

If there is advance notice (24 hours or more – 8:00 AM on the Sunday or day preceding work) a personal day may be used to prevent deduction from payroll (provided staff member has not exceeded their allocation of personal days. A sick day may be used if medical documentation is produced (provided a staff member has not exceeded allotted number of sick days.)

\*\*Staff members may avoid using sick or personal days and/or having payroll deductions by adhering to the following procedure:

1. Presenting requested time off to administration with a minimum of 2 week notice
2. Presenting administration a choice of 2 or more days or times to administration
3. These times will be counted as courtesy time. Courtesy time will not be given on any day directly before or after: long weekends; teacher training; summer programs; or school being closed for vacation (including Thanksgiving).
4. In general courtesy time will be approved if scheduled after dismissal (3:15pm – Tuesday through Thursday)
5. Staff members may not use sick days if they have previously requested that specific time off irrespective of whether the time off has been granted or not. These days will count as personal days and be subject to .12 monthly salary deductions.

Staff members are NOT TO REPORT TO WORK SICK under any circumstances. Staff members are to follow the same illness/contagion guidelines as students (respecting 24 hour

symptom free and/or 48 hours of antibiotic treatment and/or Doctor note to safely return). Staff members who report to work sick will be:

- A. Sent home
- B. Deducted one day salary (even if they have personal or sick days left)
- C. May not return to work for a minimum of 24 hours or with Doctor's note

This policy is to prevent the spreading of contagion through our staff and students. It is also to encourage staff to seek medical care if necessary. Staff members who cannot get an appointment with their regular Doctor, may request an emergency appointment with the school's Doctor. – see attached contagion policy.

## **11) Personal Days**

Employee is allotted 3 personal days and 5 sick days unless otherwise specified in Annexure (Exhibit) A. Personal days may be used at any time with advance notice (24 hours or more) provided employee has not exceeded allotted number of personal days. If employee has exceeded their allotted number of personal days, their payroll will be deducted.

If an employee is absent during regular teaching hours in excess of 6 hours, it will be regarded as a full absent day. Absences over three hours may, at the discretion of the Administrator be treated as half of one (sick) day, depending on the circumstances.

## **12) Unused Absent Days**

Any staff member who has personal days left at the end of the contract will be eligible for reimbursement. (sick days are not eligible for reimbursement) Staff members will be paid for their absent days based on the following calculations:

The school will retain ½ of the deductions from absences throughout the year and put the money into an absent day fund.

The total amount of personal days remaining for all staff members combined will be divided into the absent day fund in order to determine the personal day credit value.

Each staff member will be paid out for each personal day left, based on the personal day credit value amount. Staff members may not receive more than twice their daily rate for personal days. The payment for these personal days will take place during the 1<sup>st</sup> or 2<sup>nd</sup> pay period of October (the following year). Staff members must remain in employment with Kentwood in order to be eligible for payment. Termination by either party will result in no payment for sick or personal days not used.

If you are going to be late or absent, please call a) the Principal and b) the school as early as possible or call the night before. If there is no answer, leave a message on the recorder.

Repeated tardiness is unprofessional and places an unfair burden on other staff members. Early leaving from school or late arrival to school may result in loss of pay for one half day or a full day, depending on the circumstances. (see contract)

## **13) Bereavement Days**

Kentwood allocates a pool of bereavement days which is shared by all employees.

Kentwood allocates 1 bereavement day per full time employee. These bereavement days are



in control of the Staff Relations Committee (Under TAPS). This committee is made up of a representative from the lower school, middle school, high school, and administration.

Due to the nature of bereavement leave, staff members may fill out request for bereavement leave after they have returned. Staff members must turn request into the SRC. The SRC will recommend the amount of bereavement a staff member is entitled to and **submit request for approval to Admin**. If Admin does not approve and sign the recommendation request, staff member will not be entitled to bereavement days. There is no limit to the number of bereavement days an individual staff member can receive. However, once the pool of bereavement days has been exhausted, no more bereavement will be granted. The SRC may also request documentation in certain circumstances at their discretion.

#### 14) Emergency Care

- a) In the event that a staff member must bring their child or children to Kentwood for any reason, the following rules and guidelines must be in place.
- b) Authorization from Administrative personal must be obtained prior to arrival on campus
- c) Release of liability and/or any necessary forms filled out prior to arrival on campus
- d) There will be a \$50 charge for each day child spends at work unless Principal waives charges

If staff member does not follow all above procedures, they will be sent home immediately with their child and it will be counted as a personal / absent day.

#### 15) Staff Birthdays

Staff birthdays will be celebrated in the following manner:

Designated days (up to one per month max) will be assigned Birthday Celebration Days. Individual staff birthdays will be grouped together and celebrated simultaneously on these days. A birthday list will be distributed at the beginning of the year.

#### 16) Probation Period of Employment

Both parties to this Agreement understand and agree that the Employee will initially serve a probationary period of (90) ninety days from the date on which the Employee begins work **in terms of this contract**. During this time either party will be entitled to terminate this Agreement by giving 24 hours written notice of such intention to the other party. In such event the Employee shall perform all duties to the time of termination but no severance payment shall be made.

The employee hereby acknowledges that she/he has no current or pre-existing physical or mental difficulties and/or addictions that would impair him or her from successfully performing their job.

#### 17) Waiver of Breach

The waiver by the Employer of a breach of any provision in this Agreement, or the breach of any provision of this Agreement by the Employee shall not operate or be construed as a waiver of any subsequent breach by the Employee. Further, any concessions made by the

Employer in writing in terms of this Agreement shall not be construed as a waiver or consent to modify any of the applicable terms of this Agreement then or in the future, and are made without prejudice to the Employer's rights at such time.

18) **At the termination of this Contract**

The Employee shall be responsible for returning all educational and other material assigned to him/her including, but not limited to keys to cabinets and doors, prior to receiving payment of the last paycheck. Employee agrees that the fair market value as determined by Employer, of any missing items shall be deducted from such payment.

19) **Agreement Not to Compete**

The terms of this Agreement are specified in Exhibit "C".

20) **Attorney's Fees**

In the event of a breach of this Agreement by the Employee, and by reason thereof the Employer retains the services of an attorney to enforce the provisions of this Agreement, the Employer shall be entitled to recover from the Employee a reasonable attorney's fee and all expenses and costs incurred by the Employer to enforce this Agreement or to enforce any remedy at law and equity available to the Employer for violating the confidentiality provision of this agreement as well as the agreement not to compete.

21) **Entire Agreement**

This writing contains the entire agreement of the parties. It may not be changed orally but only by an Agreement in writing signed by both the Employer and Employee.

22) **Severability**

The invalidity or unenforceability of any provision of this Agreement shall in no way affect the validity or unenforceability of any other provision.

23) **Notices**

Any notice required or committed be given under this Agreement shall be sufficient if in writing, and is sent by mail to the last known residence in the case of the Employee, or the principal office in the case of the Employer. Proof of receipt of said notice is not required to fulfill this condition precedent.

24) **Applicable Law**

This Agreement shall be governed by the laws of Broward County, State of Florida.

Both parties agree that the first two weeks of this Contract include workshops for the training of staff and half-day programs and/or intensive assistance in learning the Kentwood systems during class time. It is acknowledged therefore that the Employer derives no benefit therefrom unless such Employee's services are retained for a minimum period of three months. Accordingly, it is agreed that notwithstanding anything to the contrary in this Agreement, in the event of the Employee terminating this Contract during those first three months, no payment will be affected for the first two weeks, or if such payment has already

been made, the final payroll check will be reduced by two weeks. Employee agrees that this provision does not violate their statutory rights in the State of Florida as they are receiving value for this training equal to two weeks payroll. This will not apply if the Employer terminates this Contract.

It is a condition of Employment that Employee is present at all academic evenings and other school functions.

Other terms of this Contract are specified on Exhibit "A".

The Employee's address for the service of notices in terms of this Agreement is as specified on Exhibit "A".

IN WITNESS, WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT THIS

\_\_\_\_\_ DAY OF \_\_\_\_\_, 2011.

Signed, Sealed and Delivered in the Presence of:

\_\_\_\_\_ EMPLOYEE: \_\_\_\_\_  
DATE

KENTWOOD PREPARATORY SCHOOL

\_\_\_\_\_ BY: \_\_\_\_\_  
DATE

ITS: \_\_\_\_\_

## Kentwood Preparatory School

*This manual may be modified from time to time during the school year, and the extract is attached to and forms part of the employment contract as certain references are made thereto in the employment contract.*

### RULES OF EMPLOYMENT

**Every staff member must have on file: a completed W-4 and I-9 form, and if applicable, a copy of his or her college diploma and transcript, resume, teaching certificate – temporary or permanent, application of employment – including references, home phone number and emergency phone number, fingerprints, certificate of good health as well as any other documentation required.**

#### 25) Confidentiality

- a. Discussion of students, parents, etc., outside of school or in school, within the hearing of other students or parents is a breach of professional ethics.
- b. All lists of parents, children, professional referral sources, other trade or professional information, and student work are confidential. All such documents shall be surrendered immediately upon termination of employment. Staff members during, upon, and after termination will not disclose to any person or entity the school's methods, activities, lists or privileged communications; or make use of such information for their own purposes (including tutoring).
- c. During the employment period and for a period of 5 years after employment ends, employee may **not engage in any private service** for any parent or student, including but not limited to tutoring, house sitting, baby sitting etc. Violation of this clause during employment may be cause for terminating this contract or for Kentwood seeking damages.
- d. All work prepared by staff for the students, classroom, workshops and school, shall remain the exclusive property of the school. No staff member shall be entitled to sell any of the aforementioned property to any third party, nor obtain payment of any royalty or other compensation from the school as a result of the use thereof by the school. At the termination of services, each staff member shall be responsible for returning all educational and other material assigned to him or her including lesson plans, keys to cabinets, doors, etc., etc., prior to receiving payment of the last paycheck. The value of any missing items as determined by Employer shall be deducted from such payment.

- e. Parent's addresses or telephone numbers are not to be given out or used for personal gain or for a staff member's own tutoring service, private practice, or any other services of kind as set forth in the Not Compete Agreement signed by each staff member. No information about particular students and/or actions of the school or students is to be divulged to outside sources or another parent without prior approval from the administration.
- f. Receiving gifts or services (other than at holiday time or year end) from parents without disclosing and receiving permission from administration is a violation of this contract.
- g. **There is to be no discussion with students or parents concerning your own personal life, problems, etc.**
- h. **Visiting of student's homes, contacting students and parents after school hours** (unless calling parents for scheduled communication feedback), fraternizing with the students, or taking the students on outings is not allowed without clearance from the administration in advance. During the school day, parents may be contacted only with permission from a member of the administrative team. Staff members are not to give their home telephone or other personal telephone numbers to parents.
- i. **You are required to report any breach of confidentiality and/or any behavior another staff members engages in which is in violation of confidentiality or other staff rules. Failure to do so makes you complicit with the violations and may result in Administrative action.**

## 26) **Dress Code for Staff Members**

Staff members are professionals and they are expected to dress professionally.

The minimum accepted dress code for men includes: polo shirts, long dress pants, belts, shoes and socks. Preferable dress would be a button down shirt, tie, long dress pants, shoes, and socks. Men may not wear earrings or athletic footwear (sneakers).

The mandated dress code for women includes: dresses, skirts, pants suits, color coordinated pants and blouses. Extremely short dresses and skirts, shorts, halter-tops, tank tops and athletic footwear are not allowed.

Sandals (flip flops and thongs) and jeans are not considered appropriate dress.

There will be certain field trips during the year when the dress code for staff will be relaxed. These occasions will be announced in advance.

27) **Eating and Drinking**

Eating, chewing gum, or drinking (including coffee) during class or while walking around campus is **not permitted** during school hours. No food or drinks are allowed in the classroom. A glass of water is allowed if you need it to speak. The staff is invited to eat their lunch in the staff room.

28) **Checking in and Checking Out**

All staff members must punch in and out. It is your responsibility to clock in and clock out. If you forget to punch in or out, see a supervisor and have your time authorized. This will prevent an error from occurring on your paycheck (and a full day not being accounted for). If an error has been made on the employee's paycheck due to the employee failing to clock in or out, the error may be corrected by obtaining the site director's signature, attesting that the employee did indeed work as stipulated on the "time card adjustment sheet". The correction, however, will only be reflected on the next due date for payroll, with no exceptions. If you leave campus anytime during the day, other than for work related business, you must punch out and in again. Failure to do so may be regarded as an unauthorized absence.

29) **Absences and Tardiness**

If an employee is absent during regular teaching hours in excess of 6 hours will be regarded as a full absent day. Absences of over three hours may, at the discretion of the Administrator be treated as half of one sick day depending on the circumstances.

Once the contracted number of sick/absent days has been exceeded, \$0.06 of the staff member's monthly rate will be deducted for each day's absence above the allotted number of sick/absent days. Staff members will receive one half of one day's pay based on their yearly salary for each absent/sick day not used. If the number of days absent that exceed the contracted number of sick/absent days is twice the contracted number of sick/absent days, then there will be additional deductions or fines.

If you are going to be late or absent, please call a) the Principal **and** b) the school as early as possible or call the night before. If there is no answer leave a message on the recorder.

Repeated tardiness is unprofessional and places an unfair burden on other staff members. Early leaving from school or late arrival to school may result in loss of pay for one half day or a full day, depending on the circumstances.

30) **Suspensions**

If an employee is suspended without pay the employee may not claim the contracted sick/absent days.

31) **Monetary Fines**

Staff members may be held monetarily liable for any of the following:

- a. Fees and costs incurred by Kentwood due to the indirect/direct actions of the staff member.
- b. The cost of replacing lost or misplaced keys.
- c. The cost of replacing or repairing any damage to Kentwood property caused by the staff member.
- d. Wasting paper or unauthorized printing in violation of Kentwood's "Gone Green" policy.
- e. Any violation of Kentwood's rules and procedures.

32) **Communications**

Each staff member will be allocated an email address for inter-school communication, messages, mail, memos, letters, and documentation. Please be sure to check your email before school, at lunch, and after school on a daily basis.

33) **Conduct**

Staff members are expected to conduct themselves in a professional manner at all times in accordance with school rules, policies, and directives. This means modeling for the students, appropriate dress, speech, manners, interpersonal relations, and organization. The grounds for termination of employment are incompetence, insubordination, and moral turpitude.

- a. Students are never allowed to ride with a staff member without **written** permission from the parents **and** the Principal.
- b. Selling items to students or purchasing items from students is not allowed without written permission from the corporate office.
- c. The administration recognizes that a teacher is a professional person who serves as a role model for the students. Behavior worthy of such emulation is required at all times. **Use of obscene and profane language is grounds for dismissal. Physical force or inappropriate contact is also grounds for dismissal.** Should administration detect behaviors or appearances common to substance abuse, the teacher will be required to report immediately to a location designated by administration for drug testing. Results must be submitted to the administration within three days.

### 34) Laptops, Desktops, file keeping

Staff members who are assigned a laptop or desktop must also sign a laptop / desktop agreement with the IT department. Staff members are responsible for their assigned equipment in accordance with the agreement signed.

STAFF MEMBERS ARE RESPONSIBLE FOR KEEPING A CURRENT BACKUP OF THEIR FILES IN LINE WITH DISASTER RECOVERY PROTOCOLS. Failure to keep an up to date backup of data resulting in data loss is grounds for dismissal. Staff members can request blank CD's or jump drives from the IT department. Staff members can also back their data up onto the file server. Staff members should back up their data on a weekly basis.

### 35) Internet

Staff members' laptops and computers have access to the internet. Staff members should not be using the internet for personal reasons whatsoever.

#### Staff Member Responsibilities Regarding IT and Technology

- a. Staff members will clock in and clock out each day from any computer on the network
- b. Attendance and morning procedure must be completed by 9:00 AM each day. If there is a problem with your computer or the network, you must inform the IT department by 8:30. You will know if there is a problem as you will not be able to clock in from your classroom.
- c. Make sure your screen saver on your computer is active for 1 minute and that the password protection is active on your screen saver.
- d. Do not allow students to stand behind you or near your desk whenever you are entering a password.
- e. Do not use your computer during class time unless there is another teacher in the room.
- f. Computers should only be used during Home Base and or other attendance periods.
- g. Although you have a Kentwood email address, personal emails should not be sent or read during the school day.
- h. Office memos, schedule changes, and other important notices are sent via internal email on a regular basis. It is your responsibility to check your email on a daily basis.
- i. Phone messages and other messages. All messages from parents, students or staff must be sent by email to the appropriate staff member. This provides a transaction of the record and establishes a chain of custody of the message. Messages may also be given by handwritten note, or verbally BUT MUST BE SENT BY EMAIL AS WELL.
- j. All requests made to administration for days off, supplies, field trip requests, etc (using the appropriate document), must be sent by email.
- k. Any emails received or sent to parents or students must be CC'd to the Principal, Director, and the Home Base teacher of the student. This allows all of the staff to be on the same page and helps protect staff members from complications. **PERSONAL EMAILS TO STUDENTS AND/OR PARENTS IS STRICTLY FORBIDDEN.**



## 36) Conservation and Going Green

### **Recycling**

Kentwood has instituted a recycling policy. There are various recycling receptacles around campus. Please familiarize yourself with the recycling policies so that you can guide the students to follow the same practice.

Food and liquids or containers that had food or liquid in them CANNOT be placed in recycle containers without being rinsed out.

In an effort to conserve resources, staff members must adhere to the following policies:

Lights must always be turned off when not in classroom

All electronic equipment must be turned off or set to hibernate when not in classroom

Windows and doors are NEVER LEFT OPEN, unless maintenance has turned off the air conditioning in the room.

### **Air Conditioning**

DO NOT prop open doors with chairs or leave doors open for any reason

Do not touch Air Conditioning Temperatures or change thermostats

### **Printing, Photocopying, and Margins**

Please make sure all your default margins are set to their minimum in any program that prints. If you need help with this, please see the IT department to show you how to set the defaults.

All papers should be printed on both sides before being discarded. If you only have use for one side of the paper, DO NOT throw the paper out or discard it. You can use the other side of the paper when the time comes.

If you are printing or copying more than 50 copies consecutively, you must have administrative approval, prior to making the copies.

## 37) Accidents

All accidents involving students must be noted on the child's Behavior Intervention Chart (BIC), and reported to the Principal or Office Manager who will give you an Accident/Incident Report. The student's parents will be called to discuss the accident with them that day. This report must be filed with the Principal the same day of the accident. If a child is hurt, immediately send a student to the office to get assistance. Do not leave the injured student unattended.

In addition, staff should never leave a group unattended for any reason whatsoever. In the event a staff member needs assistance, or something done, the staff member should a) send a student to do the task, or b) send the student to request assistance or coverage. It is for this reason that Staff Members MUST ALWAYS CARRY A WALKIE TALKIE WITH THEM.

### 38) Driving Accidents and Citations

Any accidents that take place in a school vehicle must be reported to the school at the time of the accident. If the driver fails to report the accident to the school at the time of the accident, the driver will be held responsible for all damages.

If any child is injured or claims they are injured the driver must call 911 immediately. Driver may not leave the scene until the school and/or the police have been called and a representative arrives.

The school is not responsible for speeding tickets, parking tickets or any other moving violations a driver receives. Non moving violations may be the responsibility of the school depending on the infraction.

Drivers are responsible for inspecting vehicles before and after each trip. If a driver fails to report damages or issues with a vehicle and it is reported by another driver, the previous driver may be held accountable.

### 39) Parking

Staff members may only park in their allotted space. Spaces are assigned in order of seniority. Additional parking is available across the road at Nova. If there is a car parked in your assigned space, DO NOT park in another space. Please park across the road and report the incident to the front office. STAFF MEMBERS ARE NOT ALLOWED TO PARK IN THE VISITORS' PARKING

Staff members should keep their vehicles locked at all times during the day and not leave any valuables laying out in view (lock them in trunk). The parking lot is under video surveillance.

### 40) Photocopying

Staff members are assigned reams of paper at the beginning of the year and may request additional white or colored paper each week. They are responsible for bringing the photocopy paper with them if they intend to make copies and removing any paper they left when they are finished. Photocopies should only be made during a staff member's planning period, before 8:15, and after school.

### 41) Records

Each staff member will keep the following records:

- a. A file for each student in each class that contains examples of the student's work, tests, and quizzes.
- b. An up-to-date lesson plan book. Lessons must be prepared 2 weeks in advance.

## 42) Files

The following files are kept on each student:

**Expandable folders** - maintained by teachers and held in the classrooms in locked cabinets. These files contain examples of student's work, tests, and quizzes. One file per student is required. For students that are not in a teacher's homeroom group, the teacher should place samples in the box of the homeroom teacher for the respective child.

**Cumulative Folders** - maintained by the Principal and held in the Records Room. These files contain prior school records, current school records, transcripts, birth certificates, records of immunization, etc. Staff members may have access to these files. See the Principal if you would like to view a file.

**The blue 3-ring files/folders (TREATMENT PLAN)** - maintained in the Records Room and are the working files for all staff. These files contain the student's current and prior psychological testing, case history/ies, academic testing/s, Behavior Intervention Charts (BICs), parent conference reports, charts; social skills group reports, current medical information, and current report cards. These files are confidential and are kept locked away.

**Green Files** - These files are maintained by the Principal and held in the Records Room. These files contain the records of students who are no longer in attendance at Kentwood Preparatory School.

### **Other Files**

**Purple** - Tutoring Files maintained by academic tutors containing examples of student work, copies of the curriculum objectives, and a record of the sessions taught, with the child's signature alongside.

**Red** - Therapy files maintained by therapists, containing the current progress notes of the student and a record of the sessions, with the child's signature alongside.

## 43) Fire Drills

Fire drills are held throughout the year, usually on a monthly basis. Each classroom must have a Fire Drill Procedure posted by the front door. You are responsible for your class during a fire drill. Lead them in an orderly fashion to the staging area. Take attendance when you reach the staging area. If any students are missing, inform the Principal or a member of the administration immediately.

## 44) Front Office

The Front Office is very busy and literally the hub of the school. Please do not congregate there, photocopy or use the phones in the front office. You may not be in the front office at any time, unless you have been asked to relieve a staff member.

## 45) Hours of Work

The official hours of work are stipulated in the Employment Contract for full-time staff members. Staff members who are on morning duty must be ready to commence at the time stipulated for this purpose. Homeroom teachers must be in their homerooms by the

stipulated time. There will be a weekly staff meeting and if more are required staff will be given advanced notice.

46) **Reimbursement-Supplies, Use of Automobile**

No supplies should be purchased or any monies expended on behalf of the school or the students without the appropriate form being filled out, or if a staff member has only received verbal permission. If prior written permission is not received, **you will not be reimbursed.**

47) **Using personal possessions or bringing personal possessions to work**

The school is not responsible for your personal possessions or items which you bring to school. If you bring in a personal item and it is lost, stolen, or damaged, the school will not be responsible in any way for repair or replacement unless you have a signed written request to bring an item in.

48) **School Schedules and Calendar**

The schedule/timetable of the school is never to be modified or changed without the permission of the Principal. If a staff member has a question about the schedule, or wishes to modify a schedule on a particular day, speak to the Principal. Staff members must become familiar with the school calendar found in the Procedures Manual.

49) **Audio-Visual Equipment and Instructional Materials**

Audio-visual equipment and instructional materials are stored in the Resource Room or Stock Room. No audio-visual equipment is allowed to be taken without it being checked out through the Office Manager or his/her designated agent. Make sure when you return equipment, it is signed back in by office manager or designated agent.

50) **Telephones**

A telephone is available for staff use in the staff room. No staff member will be called to the phone during class time unless it is an emergency. In such a case, the receptionist will a) arrange coverage through the Principal, and b) buzz the classroom or notify the staff member of the phone call. Staff members are aware of the times when you are free during the day and you should have people call at this time and at this phone number (954) 581-8222. The phones in the offices are not available for staff use without the permission of the Principal. Staff wishing to make a long distance phone call, must inform the receptionist. She will make arrangements for you. When the call is completed, give the receptionist the number, time, and charges incurred. **The use of Mobile phones during work time is strictly prohibited.** Mobile phones should be turned off and secured in the staff member's locker or car. Mobile phones may only be used during free time and not in front of any students. Once again, if it is an emergency, people can reach the staff member through the main line of the school.

51) **Work Beyond Contracted Hours**

Staff who are asked to do extra work outside of school hours should please have the work signed off or they will not be compensated for this work. Be aware that a) the proper form must be filled out and approved by the supervisor prior to commencing the work and b) the proper form must be filed with the Principal prior to the end of the pay period.

52) **Participation in School Events**

Full-time staff members will be required to participate at up to 10 school events without extra pay. These ten events which are held outside of school hours and include, but are not limited to: Parents' Evenings, The Awards Banquet, Concert, Spring Fling, Fall Festival. Late Clubs are not considered part of the 10 days. Failure to attend any of the above will be regarded as an absent day from work; and may result in a double deduction depending on the event.

53) **Salary, 401K, Health Insurance, Section 125, and Direct Deposit**

Salaries will be based on qualifications, experience, years of service at Kentwood Preparatory, past contributions, merit, any extra duties involved, and other factors. Paychecks will be deposited directly into the bank account indicated by the employee. The proper form must be filled out by the employee in order for direct deposit and 401K.

All paychecks are issued on the 15<sup>th</sup> day and 30<sup>th</sup> (or last day of the month) day of each month. If either of these days falls on a Saturday, Sunday, public holiday, or a day when school is not in session, pay checks will be given out the first day school is in session again. Corporate has the right to have a 3 day extension on these due dates due to processing or communication errors with bank or pay company.

Employees are eligible for health insurance 30 days after their first paycheck and/or upon completion of their 90 day probation.

Section 125 allowance is available to all employees after their 90 day probation period. Full-time employees will be invited to participate in the

54) **Locking Classrooms**

It is the staff member's responsibility to see that his or her classroom is locked when unoccupied and that the lights are turned off and all electronic equipment is off. Staff must see that all rooms they use are locked when they finish. Kentwood will not be responsible for any missing property of a staff member. Staff members are also responsible for all school property in their classroom and in their possession.

55) **Substitution**

On occasion, when a staff member is out, staff will be asked to substitute teach a class. The staff member will be given materials to use by the supervisor or Principal and will be given a student roster. Given the particular nature of our population, we do not use outside

substitute teachers, and we do not begin any new work with the class when the primary staff member is out.

56) **Smoking, Use of Alcohol and Drugs**

*The Clean Indoor Air Act H19 amends State Law 386.202 and provides that a smoking area may not be designated in a day care center, school or other educational facility. Smoking is not permitted on school grounds or during school functions and field trips. The use of alcohol or any other recreational use of drugs on campus or during a school outing by staff members is grounds for immediate dismissal.*

57) **Guests**

Staff may not have guests visiting the school without prior authorization from the site director. In addition, staff may not have guests visit the school and stay for the day (or part thereof).

58) **Air Conditioning, Lights, and Open Doors**

Lights should be turned off whenever the classroom is empty or vacated. Air conditioning units and thermostats should never be touched by a staff member or student. If you would like the temperature of your room adjusted, please contact Admin.

**Doors ARE NOT to be propped open for any reason. Leaving doors open creates a safety hazard.**

59) **Psychological/Medication issues**

Staff should never give advice to parents on medication, or any medical or psychological issues. These are issues that should be addressed by our treatment team, and the decisions should be conveyed to parents through an administrative team member.

60) **Leaving campus**

Staff may not leave campus during working hours for reasons such as going to the store, going to cash a paycheck, etc. If a staff member needs to arrange a doctor's appointment or something similar, this should be arranged in advance and authorized by the Principal. In all cases, the staff member should a) receive the permission in writing, b) should email the principal when leaving campus and email the principal again upon their return.

61) **Classroom Supplies**

Supplies should be requested by Wednesday by way of completing a "supply requisition form". After approval by the Principal, the supplies will be issued to the teacher by the following Monday morning (unless the request necessitates a special order). It is imperative that teachers keep track of their inventory, as there is no reason for students coming to ask the Receptionist or Office Manager for supplies during class time. In this event, the Office Manager may not issue supplies. We recognize that there will be times when planning is not

possible and supplies need to be issued immediately. Provisions will be made for those times.

62) **Field Trips**

Before planning a field trip or other activities, teachers must check with the Principal and get signed permission, by completing the appropriate "field trip form". Field trips are to be coordinated with social studies and science curriculum wherever possible.

63) **Authorizing on Behalf of the School**

The employee may not sign contracts on behalf of the company or otherwise commit the company without prior written approval from the employee's supervisor. Any commitment made with the lack of authority shall make the employee personally responsible.

64) **Performance Evaluations**

The administration recognizes the fact that the teaching process is an extremely complex one, and that the appraisal of this process is a difficult and technical function. Since, however, it is universally accepted that good teaching is the most important element in a sound educational program, teacher appraisals should be viewed as an opportunity for growth and development. Instructors should be aware that the Principal, Unit Coordinators, and Corporate Officers will visit classrooms periodically. It should be understood that the administration is primarily concerned with effective teaching and learning. For these purposes, teachers' observations will be performed. Formal evaluations will be conducted by the Principal at the end of the first quarter, and at the end of the third quarter on returning teachers; however, new teachers will be evaluated at the Principals' discretion. If the administration feels that recommendations should be made, or that some changes should be implemented, it will be brought to the attention of the instructor. A summary sheet of the conference signed by both teacher and administrator will be placed in personnel folder.

65) **Lesson Plans (TLO's) and Goals**

The best teaching is well-planned in advance. Specific form of daily lesson plans is left to the discretion of the teacher and the approval of the administration. Definite goals should be set by each teacher for his/her class and students. These goals should be set for the year, and divided further into semesters, quarterly, and weekly. All curriculum set forth in the Curriculum Guide (or text and workbooks) must be covered.

Each lesson plan must be covered by the creation of a TLO. TLO's may not be the same each day. They must be unique and must be capable of being completed in a 45 to 50 minute time frame.

Each teacher is required to keep his/her lesson plans and goals completed two weeks in advance. Copies of Lesson Plans are to be submitted to the Principal every Friday for the upcoming week. Up-to-date plans are necessary for the following reasons: (1) to guide a substitute; and (2) to provide a record of presented materials. Emergency plans for

substitutes (three days) are to be maintained by each teacher and submitted to the Principal. Plans may be checked by the Principal or Unit Coordinator at such intervals as he/she may designate.

Lesson Plans must include the following information:

Cover-Teacher's name and school year

Schedule of week's activities, the times for instruction of each subject(s), and lunch period.

Date for each day's plans.

The concept, objectives, or skills being reviewed or taught, materials, steps of the lesson, pages and problems assigned and any other specific directions.

Other helpful information includes a seating chart, Break Duty responsibilities and any special circumstances (students who take daily medicine, etc.).

Video and other instructional materials intended for classroom use **MUST** be included in the plans for instruction. Videos not suitable for classroom use and not previously approved by administration are not to be shown to students. No day will be specifically set aside for film or television viewing. Video Rating PG- 13 and R are inappropriate in most cases. Always remember that all videos must be previewed before showing to students.



66) **Grade Book Instructions and Renweb**

Staff members are required to keep all grades in Renweb. Renweb will be installed on your desktop or laptop. A staff member must maintain a backup of Renweb. Grades are to be recorded in Renweb within 24 to 48 hours of grading a test/quiz/paper, etc.

67) **Ethics Policy**

During staff training week, all staff will be required to attend and complete Ethics standards training. If a staff member is hired after staff training, he/she will be required to meet with an Administrator to go over the expectations regarding Ethics Policy.

The safety of our students is of the utmost importance. The Department of Education is committed to working closely with school's districts to ensure that Florida schools and classrooms are safe and healthy environments for our children. Students are not only protected by their teachers, school staff, principals, and resource officers, but also by district personnel, state officials and law enforcement officers.

While teachers are highly valued professionals and members of our communities, we must all work together to hold teachers to a high standard of ethics and principles. Unfortunately, teacher misconduct occurs and is a serious concern for communities, schools, school districts and states across the country. If you suspect that a child has been harmed or is threatened with harm by a teacher, staff member, or administrator contact the Florida Department of Children & Families (DCF) toll-free at 1-800-96-ABUSE. Further information about reporting abuse may be found on the DCF Web site at [www.dcf.state.fl.us/abuse](http://www.dcf.state.fl.us/abuse). You may also contact your local school district because each district has its own process for handling allegations of teacher misconduct.

The Ethics policy at Kentwood has been established to promote the health, safety, and welfare of our students. The specifics of the Ethics Policy are covered in the staff Manual.

Florida statues 768.095 and 39.203 provide protection to the reporter (provided the reports are made in good faith and ARE NOT retaliatory and/or vindictive in any way.

These statues give immunity from prosecution (both civil and criminal) to any person reporting an act of abuse, abandonment or neglect if such a report was made in good faith.

These statues also provide for civil cause of action and for appropriate compensatory and punitive damages for a person who files a report and because of filing the report experiences a detrimental change in employment status. In other words if you are punished for making a good faith report by your employer, you have legal recourse.

Questions and or violations can be directed to the Principal or Director at 954 581 8222.

Anonymous reports can be filed on line at: <http://www.mysafespace.org/suggestion.html>

68) **Loans**

Kentwood does not make loans to employees under any circumstances. Staff members may request an advance on their payroll one time per year (approved at discretion of administration).

69) **Teaching Materials and Work Products**

Staff are obliged to record (and give to the principal) within 48 hours any of their personal teaching materials or equipment they have brought to the school. This will serve to avoid any confusion as to the ownership of such materials. Failure to do so will result in the assumption that such materials or equipment belongs to Kentwood.

All work products used on the school premises is the property of Kentwood, irrespective of whether the product was produced during or after school hours, and irrespective of whether such product was produced on or off school premises. However, in the event of a staff member wishing to lay claim to such work product, he/she shall follow the same recording procedure as that applying to introducing his/her own teaching materials in the school.

70) **AGREEMENT NOT TO COMPETE**

This Agreement is between Alternative Education Foundation d/b/a Kentwood Preparatory School, (hereinafter the Employer), and \_\_\_\_\_ (hereinafter the Employee) is executed in conjunction with the Employment Agreement.

WITNESSETH:

WHEREAS, Employer who engages in the business of providing educational services for special needs children in Broward and/or Palm Beach County, Florida, hereinafter collectively referred to as the "Area";

WHEREAS, because of Employer's many years of experience in the business of providing educational services for special needs children and their many contacts with customers in the Area, it is important to Employer that Employee not compete with Employer in the business of providing educational services for special needs children during his employment and after his employment;

WHEREAS, the Employer has employed the Employee in the area of educating special needs children and has exposed Employee to the Employer's exclusive, valuable, non-public and confidential information including, but not limited to customers, customer contracts, business and education practices as well as organizational policies, which Employer considers and Employee agrees are considered to be trade secrets and confidential information owned by Employer;

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for other good and valuable consideration (as outlined in Exhibit "A") the receipt and sufficiency of which is hereby acknowledged, Employer and Employee hereby agree as follows:

1. For thirty six (36) months (3 years) commencing on the date of termination or resignation of employment for any reason Employee will not within the Area directly or indirectly:
  - (i) Own, manage, operate, join, control, or be employed by (excluding public schools) and or participate in the ownership, management, operations or control of, or be connected in any manner with a business that provides educational services for special needs children;
  - (ii) Solicit educational services for special needs children from any customer of Employer, either for himself or for others;
  - (iii) Use for his own benefit in the educational services for special needs children industry or for the benefit of others in the educational services for special needs children industry or at any time divulge to others any confidential information about the customers, finances, marketing, vendors, management, and trade or education of which she/he obtained as an employee, officer, staff member of Employer.
  - (iv) Interfere with, in any way either directly or indirectly, the educational services business of Employer, in the Area or do any act prejudicial to the educational services business of Employer, or interfere with the employees of Employer or in any way, including, without limitation, the solicitation of the customers from Employer and/or it's employees.
  - (v) At the request of Employer, Employee shall promptly return to Employer all originals, copies, reproduction and reductions to writing of any and all materials, documents, notes, manuals or lists containing or embodying the Confidential information (including any extract or reproduction thereof), or relating directly or indirectly to the Confidential information or Trade Secrets, in the possession or control of Employee.

2. It is the desire and intent of the parties to this Agreement that the terms and provisions of this Agreement be enforced to the fullest extent permissible under the law and public policy applied by any jurisdiction in which enforcement is sought. Accordingly, if, and to the extent that, any portion of this Agreement shall be adjudicated to be invalid or unenforceable, this Agreement shall be deemed amended to delete there from or reform the portion thus adjudicated to be invalid or unenforceable, such deletion or reformation to apply only with respect to the operation of this Agreement in the particular jurisdiction in which such adjudication is made.

3. If Employee breaches the provisions of paragraph 1, then damages to Employer, shall include but not be limited to lost profits and reasonable expenses which shall have arisen in connection with such breach, plus reimbursement to Employer for all reasonable and necessary attorneys fees and cost, regardless of whether suit is filed, and for all levels of litigation including any appeals.

4. In addition to the remedy set forth in paragraph 3 of this Agreement, Employee agrees and completely understands that in the event of a breach of this Agreement, Employer's remedy at law for such breach will be inadequate, and Employer may **immediately** obtain a temporary ex-parte injunctive relief without notice, hearing or demand, provided, however, that Employer will not be limited to the additional remedy of injunctive relief and may seek any alternative remedies available to it by law or equity. The parties further agree that the bond to be posted shall be no more than One Thousand Dollars (\$1,000.00).

- 5. (i) This Agreement may be amended, but only in writing signed by both of the parties hereto.
- (ii) This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executor(s), administrator(s), successor(s) and assigns, except as otherwise provided herein.
- (iii) This Agreement shall be deemed to be a contract made under the laws of the State of Florida and shall be construed in accordance with Broward and/or Palm Beach County, State of Florida.
- (iv) No waiver by any party of any breach on the part of the other party of any of the obligations herein contained shall constitute a waiver of any subsequent breach of the same or any other such obligations.
- (vi) As used herein, the term "educational services" and "special needs children" shall include be construed as set forth in the Employment Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement Not to Compete to be executed in conjunction with the Employment Agreement on the same date.

\_\_\_\_\_  
DATE

EMPLOYEE: \_\_\_\_\_

Kentwood Preparatory School

\_\_\_\_\_  
DATE

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

71) **Staff Computer and Internet Access Acceptable Use Agreement**

Please read this document carefully before signing.

Internet access is available to students and **staff** at Kentwood Preparatory School. The Internet offers vast and diverse resources to both students and **staff**. The availability of Laptops to all **staff** is a further opportunity. The IT resources in our School will help to promote educational excellence by facilitating resource sharing, communication and skills in finding and using information and innovative teaching programs.

72) **Computer and Internet Terms and Conditions**

1. **Acceptable Use (All staff)** The Internet and laptops will be used in an appropriate and responsible way. Use of another organization's network or computing resources must comply with the rules appropriate for that network. Transmission or storage of any material in violation of any international or US regulation is prohibited. This includes, but is not limited to: copyrighted material, threatening or obscene material or material protected by trade secret.
2. **Teachers' laptops** It should be noted that laptops are provided by the school and are for school use. This agreement applies to use of the laptops at home and at school.
3. The **laptop** is to be used in a responsible manner, and not to be used by anyone else. This includes family members.
4. The **laptop** should be used for school related activities, and it must be ensured that use of the **laptop** for personal reasons in no way impairs the functionality of the **laptop** for school purposes.
5. The **laptop** should not be used for personal profit, political reasons or in any way that it may bring the school into disrepute.
6. The **laptop** should not be used in such a way as to incur unreasonable cost or breach US law
7. **Staff** must observe high ethical standards in **laptop** use and not access or store any information, files or software that do not meet high ethical standards. Inappropriate material includes, but is not limited to, objectionable material, viruses, virus hoaxes, chain letters.

8. **Staff** will respect copyright on software, music, images, text etc., by not making unauthorized copies of copyrighted material or loading unauthorized copies of copyrighted material onto your **laptop**.

73) **Network Etiquette (All staff)**

Users are expected to abide by the generally accepted rules of network etiquette.

These include (but are not limited to the following):

- a. Be polite. Do not get abusive in your messages to others
- b. Use appropriate language. Do not swear or use any other inappropriate language. Illegal activities are strictly forbidden.
- c. Do not reveal personal addresses, phone numbers, or passwords of students, teachers or other **staff** of Kentwood without their permission.
- d. Note that electronic mail (e-mail) is not guaranteed to be private. People who operate the system do have access to all mail. Messages relating to or in support of illegal activities may be reported to the authorities.
- e. Do not use the network in such a way that you would disrupt the use of the network by other users. eg downloading very large files.
- f. All communications and information accessible via the network should be assumed to be private property (i.e., copyrighted).
- g. Hate mail, harassment, discriminatory remarks and other antisocial behavior are prohibited on the network. Therefore, any messages should not contain profanity, obscene comments, sexually explicit material, and expressions of bigotry or hate.

74) **Supervision of Students: (Staff who teaches/ supervise students)**

- a. If **staff** wishes their students to use the Internet, they must feel able to provide appropriate levels of supervision. If **staff** does not feel they have enough knowledge of the Internet they need to find another **staff** member to help with supervision (eg library **staff**) or they need to ask for further training. *All staff needs to be aware that there may be legal implications resulting from inadequate supervision.*
- b. The school should avoid situations which require relievers to supervise students using the Internet.
- c. **Staff** should check that their students have signed the Student Internet and Technology agreement.
- d. Senior students using the Internet should be reminded of their responsibilities.

75) **Security (All staff)**

Security on any computer system is a high priority, especially when the system involves many users.

- a. Users shall not intentionally seek information on, obtain copies of, or modify files, other data, or passwords belonging to other users, or misrepresent other users on the network. Deliberate attempts to gain unauthorized access to system programs or computer equipment are not permitted.
- b. Reasonable security precautions should be taken so that unauthorized access to school resources is prevented. This would include having your **laptop** screen locked when unattended.
- c. Antivirus software should be updated at least once every week.

76) **Responsibility / Damage / Loss / Theft**

Staff is responsible for the proper care and security of their laptops at all times. However, staff members will be held accountable if their laptop is lost, stolen, or damaged. In the event that the laptop is not returned to Kentwood, the employee will be responsible for replacing the laptop with a new/comparable laptop at their own expense. Kentwood, at their own discretion may allow the staff member to make monthly payments against the balance of the laptop or deduct the cost of the replacement laptop from the employee's paycheck.

Acceptable Use Agreement.

I have read, understand, and agree to all terms and conditions as applied to:

**Staff Computer and Internet Access Acceptable Use Agreement**

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

# Kentwood Preparatory School

## DRUG FREE WORK PLACE PROGRAM

Beginning May 1, 2006, Kentwood Preparatory School program will implement a Drug Free Workplace as an extension of our employee health programs. The program requires refraining from substance abuse both on and off the job as a condition of continued employment.

### **WHAT IS SUBSTANCE ABUSE**

Federal Acquisition Regulation Clause 23.500 defines substance abuse as the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace. Kentwood Preparatory School's program further expands that definition as follows: Substance abuse includes but is not limited to the consumption, by any means, of any legal or illegal substance that alters an individual's normal behavior and results in intoxication and/or renders the employee incapable of safe/efficient job performance. Substance abuse also includes over use or abuse of legally prescribed drugs. Also prohibited are the selling, trading, giving away, possession or offering for sale illegal drugs, prescription drugs, or alcohol whether on company property, while operating a company vehicle (on or off company property), or operating a personal vehicle while on company business.

### **KENTWOOD PREPARATORY SCHOOL SUBSTANCE ABUSE TESTING PROGRAM**

The substance abuse program includes substance abuse testing under the following situations:

1. Pre-employment testing.
2. Testing for reasonable suspicion of substance abuse.
3. Testing following on-the-job accidents.
4. Testing as part of all "fitness for duty" medical examinations.
5. Quarterly testing for a period of 2 years after program completion for all employees participating in a substance abuse rehabilitation program.
6. Random testing of employees to promote abstinence.
7. Testing following a 30-day or greater lay off or return to work following a leave of absence.
8. A urine or blood specimen will be analyzed for the presence of any of the following substances:
  - a. Alcohol - Ethyl alcohol as a beverage or as part of a medication
  - b. Marijuana - Cannabinoids, THC
  - c. Cocaine
  - d. Methadone - Dolophine, Methadose
  - e. Barbiturates - Nembutal, Tuinal, Seconal, etc.
  - f. Amphetamines - Desoxyn, Biphedamine, Dexedrine, etc.
  - g. Methaqualone - Qualudes
  - h. Opiates - Codeine, Percodan, Paregoric, Morphine, etc
  - i. Propoxyphene - Darvon, Dolene, etc.
  - j. Phencyclidine - (PCP)
  - k. Benzodiazepines - Librium, Valium, Xanax, Serax, Halcion, etc.

A list of the most common drugs or medication by brand name, common name, as well as chemical name, which may alter or affect a drug test, will be provided to all job applicants and employees at the time of testing. A form is provided for employees or job applicants to report, voluntarily and confidentially, the use of prescription or non-prescription medications both before and after being tested. Specific confirmation testing will be performed for all positive screening test results. Employees testing positive for prescription drugs that are commonly abused must produce evidence from their attending physician to justify the treatment necessity for use of the drug(s).

Kentwood Preparatory School is responsible for testing costs, except for test costs incurred by the employee or job applicant challenging test results.



## ***RANDOM TESTING***

Unless prohibited by law, Kentwood reserves the right to randomly test its employees for substance abuse. The number of personnel tested and the frequency of tests will be solely at the discretion of KENTWOOD or as required by Kentwood's vendors.

## ***REASONABLE SUSPICION TESTING***

Employees reporting to work or a Kentwood Preparatory School job site who demonstrate impaired conduct will be interviewed by two (2) supervisors or managers to determine the cause of the irregular behavior.

If both supervisors conclude that the irregular behavior is unsafe, the employee will not be allowed to continue working and will be transported home or to a medical facility. The employee will not be allowed to drive any motor vehicle. If a medical problem is not the cause, the employee may be tested for substance abuse. The employee may also be tested for substance abuse regardless of the cause of irregular behavior.

Reasonable suspicion testing shall also be conducted when there is:

1. An independently corroborated report of observed substance abuse.
2. Evidence that an individual tampered with a drug test during his or her employment with KENTWOOD.
3. Information that an employee caused or contributed to an accident while at work.

## ***Drug Free Work Place Program***

4. Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working on Kentwood Preparatory School premises or while operating vehicles, machinery or equipment belonging to KENTWOOD. Supervisors will complete an incident report for observed irregular conduct, documenting their observations and the results of the employee interview. Final disposition of the incident will be documented with signatures and the dates listed by both supervisors. A copy of the supervisor's report will be provided to the employee, with appropriate employee's signature of receipt.

This confidential Incident Report will be retained by Kentwood Preparatory School for a period of at least one (1) year.

## ***CONSEQUENCES OF POSITIVE TEST OR TEST REFUSAL***

Refusal or failure to submit to testing or positive test results following an on-the-job injury disqualifies an employee from Workers' Compensation benefits.

Testing positive for abused substances will eliminate applicants from employment consideration. Any employee may be terminated from employment for a positive test result. Refusal or failure to submit to testing following an on-the-job accident will result in termination of employment.

Any employee who is given a "second chance" must seek treatment. Time away from work for treatment will be in a leave without pay status. The Kentwood Preparatory School Employee Assistance Program (EAP) will coordinate the employee's treatment plan. If the employee is enrolled in the employee health benefit plan or another medical plan, it may provide benefits to help pay for this treatment.

A second positive test for abused substances will result in termination.

## ***OTHER GROUNDS FOR TERMINATION***

An employee bringing onto the Kentwood Preparatory School premises or job sites; having possession of; being under the influence of; possessing in the employee's body, blood or urine (at levels exceeding or equal to established cut-off levels, 38F-9.007 (4)); or using, consuming, transporting, selling or attempting to sell, giving away any illegal drugs (including prescription drugs illegally obtained or prescribed for the individual only), or alcohol, at any time is guilty of misconduct and is subject to discipline to include discharge, suspension without pay or other actions even for a first offense.

### ***RIGHT TO INSPECT***

Kentwood Preparatory School reserves the right to inspect the property and person of individuals suspected of illegal drug or alcohol possession while on company property or at company job sites.

### **Drug Free Work Place Program**

This right includes, but is not limited to, the inspection of vehicles, parcels, packages, purses, lunchboxes, briefcases, lockers, work stations and desks. In addition, the company reserves the right to access all computer files, e-mail and voice mail systems that any employee utilizes at the workplace.

### ***CHALLENGING TEST RESULTS***

An employee may challenge a confirmed positive test by submitting an explanation in writing to the Human Resources Department, concerning personal circumstances that might have affected test results. This challenge must be submitted within 5 working days following the employee notification of a confirmed positive test result. The donor of a tested specimen will be responsible for providing all necessary documentation, i.e., a doctor's report, signed prescription or current prescription container with relevant information and other related supporting documents.

Kentwood Preparatory School will, within 15 days of receipt of the employee's written explanation or challenge of positive test results, provide a written explanation to the employee as to whether, and if so, why, the employee's explanation is unsatisfactory, along with a copy of the positive test results.

The employee or job applicant desiring to challenge a test result will be responsible for notifying the original testing laboratory of an alternate HRS licensed laboratory, for the purpose of transferring, under Chain of Custody, a portion of the employee's or job applicant's specimen for re-testing. The employee may have a portion of their original specimen re-tested during a period of 180 days following written notice of a positive test result. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory and the sample shall be retained by the laboratory until the matter is settled.

In the case of a denial of a workers' compensation claim, an employee may undertake an administrative challenge by filing a claim for benefits with a judge of Compensation Claims, concerning workplace injury. Other challenges not involving workplace injuries must challenge a test result in a court of competent jurisdiction.

Employees or job applicants may call the testing laboratory for technical information regarding prescription or non-prescription medications that may affect test results.

Employees and job applicants may report, in confidence, to the Personnel or Human Resource Manager, the use of prescription or non-prescription medications that may affect job performance or testing results, either before or after testing.

Job applicants or employees whose drug test results are confirmed positive shall not by virtue of the result alone, be defined as having a "handicap" under the Americans with Disabilities Act.

### **Drug Free Work Place Program**

**GETTING HELP**

Employees who require a treatment program will be referred to Kentwood Preparatory School's Employee Assistance Program (EAP) with BC/BS.

Employees may inspect this program file and/or receive more information on the program on a confidential basis, in the Kentwood Preparatory School business office, during normal hours of operation.

**REQUIREMENT TO NOTIFY KENTWOOD OF CONVICTION**

Any employee convicted of a violation of a criminal drug statute for a violation occurring in the workplace must notify KENTWOOD Attention: Human Resource Department, within 5 calendar days of the conviction. This notification must be in writing.

**CONFIDENTIALITY OF INFORMATION**

All drug test information, reasonable suspicion reports, or other related information concerning an employee or applicant will remain confidential and will not be disclosed except under conditions required by law.

Release of such information under any circumstances, other than those required by law, will be solely pursuant to a written consent voluntarily signed by the person tested. The consent duration and precise information to be disclosed will be stated,

**GOVERNMENTAL COMPLIANCE**

This Drug Free Work Place Program is implemented pursuant to the requirements of Florida Statute 440.102 and Administrative Rules 38F-9-001 through 38F-9.014 of the Florida Department of Labor and Employment Security, Division of Workers' Compensation, and 48 CFR 23.500 (Federal Acquisition Regulation 23.500).

Kentwood Preparatory School  
DRUG AND/OR ALCOHOL TESTING CONSENT FORM

**EMPLOYEE AGREEMENT AND CONSENT TO  
DRUG AND/OR ALCOHOL TESTING**

I hereby agree, upon a request made under the drug/alcohol testing policy of Kentwood Preparatory School to submit to a drug or alcohol test and to furnish a sample of my urine, breath, hair and/or blood for analysis. I understand and agree that if I at any time refuse to submit to a drug or alcohol test under company policy, or if I otherwise fail to cooperate with the testing procedures, I will be subject to immediate termination. I further authorize and give full permission to have the Company and/or its company physician send the specimen or specimens so collected to a laboratory for a screening test for the presence of any prohibited substances under the policy, and for the laboratory or other testing facility to release any and all documentation relating to such test to the Company and/or to any governmental entity involved in a legal proceeding or investigation connected with the test. Finally, I authorize the Company to disclose any documentation relating to such test to any governmental entity involved in a legal proceeding or investigation connected with the test.

I will hold harmless the Company, its company physician, and any testing laboratory the Company might use, meaning that I will not sue or hold responsible such parties for any alleged harm to me that might result from such testing, including loss of employment or any other kind of adverse job action that might arise as a result of the drug or alcohol test, even if a Company or laboratory representative makes an error in the administration or analysis of the test or the reporting of the results. I will further hold harmless the Company, its company physician, and any testing laboratory the Company might use for any alleged harm to me that might result from the release or use of information or documentation relating to the drug or alcohol test, as long as the release or use of the information is within the scope of this policy and the procedures as explained in the paragraph above.

This policy and authorization have been explained to me in a language I understand, and I have been told that if I have any questions about the test or the policy, they will be answered.

**I UNDERSTAND THAT THE COMPANY WILL REQUIRE A DRUG SCREEN TEST UNDER THIS POLICY WHENEVER I AM INVOLVED IN AN ON-THE-JOB ACCIDENT OR INJURY UNDER CIRCUMSTANCES THAT SUGGEST POSSIBLE INVOLVEMENT OR INFLUENCE OF DRUGS OR ALCOHOL IN THE ACCIDENT OR INJURY EVENT.**

Accordingly, pursuant to the terms of the Policy, I acknowledge and fully understand that Kentwood, upon reasonable suspicion, may require me to submit to drug and/or alcohol testing at any time. Should I refuse to submit to such testing, or should such testing reveal that I was in violation of the Policy during work hours, I will be subject to disciplinary action including, but not limited to, termination.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee's Name - Printed

\_\_\_\_\_  
Company Representative

\_\_\_\_\_  
Date

## Kentwood Preparatory School

### Health Safety Program – Employee Contagion Policy

#### Guidelines for Minimizing Infection / Staying Home if you are sick

For the school year, Kentwood has implemented a three pronged approach to combating the spreading of colds, flu's, and other illnesses. Your cooperation with these guidelines will help us create a healthy and safe environment for you to work in.

1. The school is sanitized each day by a thorough cleaning as well as a bi weekly spraying of all rooms with an electrostatic charged sanitizer. Bathrooms and Cafeteria are sprayed daily. Employees will be required to wash or sanitize their hands each time they enter the classroom, before lunch, and after recess.
2. Strict guidelines of sending home any Employee who does not look well, exhibits signs of illness, or has a fever. This will also include staff not allowing students who appear to have flu like symptoms or other contagious illnesses onto campus.
3. Implemented policies for allowing Employees to return to school after having an illness. Listed below are the guidelines that will be followed for all staff and students.

On any given day, if a staff member is not feeling well, or not feeling well the night before, they will be faced with the decision: should they stay home or come to work? You know yourself well enough. If you are sick or getting sick – **DO NOT COME TO WORK**. Not only will you be sent home and charged with a personal day, you will not be able to return without a Doctor's note. Often the way an Employee looks and acts can make the decision an obvious one. Please consider these guidelines:

**Colds: Please stay at home if you have a fever over 99.4 degrees** or are experiencing discomfort that would interfere with your ability to perform in school. (i.e. uncontrollable coughing, severe lack of energy). **DO NOT MEDICATE YOUR FEVER AND COME TO SCHOOL**. If your Employee experiences green nasal discharge that continues throughout the day, or a cough lasting longer than ten days, or is accompanied by fever or chills and is productive of discolored sputum, consult with your physician.

**Conjunctivitis (pink-eye):** Following a diagnosis of bacterial conjunctivitis, the Employee may return to school **after the first dose of prescribed medication. Doctor's note / proof of treatment will be required before Employee returns**. Employees with viral infection may return when eyes are clear.

**Diarrhea/Vomiting:** A Employee with diarrhea and /or vomiting should stay at home **and return to school only after being symptom-free for 24 hours**.

**Fever:** The Employee should remain at home with a fever greater than 99.4°. The Employee can return to school after he/she has been fever free for 24 hours (without fever-reducing medicine such as Tylenol or Motrin).

**Impetigo:** The Employee with impetigo may **return to school 24 hours after treatment has begun with a doctor's note and/or proof of prescription**.

**Rashes:** Common infectious diseases with rashes are most contagious in the early stages. A Employee with a suspicious rash should return to school only **after a health care provider has made a diagnosis and authorized the Employee's return to school in writing**.

**Strep Throat:** A Employee with strep throat may return to school **48 hours after antibiotic treatment has begun. Doctor's note / proof of treatment will be required before Employee returns**.

A sick Employee cannot work effectively and is unable to contribute in a meaningful way. Keeping a sick Employee home prevents the spread of illness in the school community and allows the Employee an opportunity to rest and recover. Furthermore, violations of the guidelines as listed above may result in you being suspended and/or asked to leave the school. We take the health and safety of our students very seriously and hope you can appreciate our efforts to keep you safe and healthy. If you have any questions please call 954 581 8222.

# Kentwood Preparatory School

## For Protection Against Blood Borne Diseases

**Universal Precautions refers to a system of infectious disease control that assumes that every direct contact with body fluids is infectious and requires every employee exposed to be protected as though such body fluids were infected with blood-borne diseases.**

The following are specific steps that must be taken to protect against contamination from infected blood or body fluids of another person, or from injury by a contaminated sharp object:

- Wash hands frequently to reduce the risk of exposure to blood borne diseases.
- Wear gloves if there is even a possibility you might have contact with another person's body fluids.
- After the removal of gloves or after exposure to blood or other potentially infectious materials, wash hands with antibacterial soap.
- Wear gloves once and discard; Do not attempt to wash and reuse.
- Clothing or supplies contaminated with body fluids should be placed in doubled plastic bags and tied.
- Used needles or Sharps instruments must be discarded in a Biohazard Infectious Waste Sharps Container. There is one in every school Medical Clinic or Student Services Office. (Example: A diabetic student would use a Sharp instrument to prick their finger for a blood sugar test.)

Assume all blood or body fluids are contaminated and potentially harmful to your health.

The following are the potential sources for occupational exposure in the school setting:

Blood, vomit, urine, feces (bowel movement), saliva (spit, secretions from the mouth or lungs), needles, syringes or other Sharp instruments.

Note: Soiled feminine hygiene/sanitary napkins, soiled facial tissues, bandages, etc. are not considered a biohazard or medical waste; however, in handling these materials employees should wear gloves and wash hands with antibacterial soap after contact.

Casual Contact:

Casual contact is not a risk. Casual contact includes activities such as:

- A hug or handshake,
- Using a telephone or drinking from a water fountain,

- Using a toilet,
- Sitting next to someone, or wiping someone's tears or having someone's sweat touch you

## Hand Washing Procedures

Frequent hand washing reduces the risk of spread of diseases. The following are recommended procedures for hand washing:

When:

- Before assisting a student or employee with a medical procedure,
- After physical contact with blood or body fluids,
- After contact with soiled equipment, and
- After removing gloves.

How:

- Wet hands with running water,
- Dispense cleanser on hands,
- Wash vigorously for 15 seconds,
- Rinse under running water, and
- Dry thoroughly.

When no water is available:

- Use wet wipes or waterless cleanser. Wash hands with soap and water as soon as possible.

### Universal Precautions Procedures

For Protection Against Blood Borne Diseases

#### Barriers To Prevent Infection

Barriers are your defense between your body and the body fluids from someone else.

Barriers will help prevent the following infectious diseases:

- HIV (responsible for AIDS virus),
- Hepatitis A & B,
- Staphylococcus (Staph), and
- Streptococcus (Strep).

## Barriers available for your use:

Gloves should be available in every school/work location; including school buses. If gloves are not available, use a plastic bag, gauze, newspaper, or paper towel.

Use gloves to change a diaper, change clothes soiled with body fluids, feed a student, clean mats, or clean equipment soiled with body fluids.

Micro Shield disposable masks should be used in Cardiopulmonary Resuscitation (CPR). If a mask is

not available, a piece of gauze can be used to cover the mouth.

Hepatitis-B Virus (HBV) Vaccinations

Health Professionals and those required to provide first aid or emergency response duties or medical care on a routine basis are recommended for Hepatitis-B Virus (HBV) immunizations at Board of Education expense. Hepatitis B immunizations are available to all employees and can be scheduled through the Office of Risk Management.

#### Post Exposure Treatment and Notification Procedures

Should an employee experience an "occupational exposure", the affected employee must report the exposure to the immediate supervisor and the Office of Risk Management in accordance with normal procedures for reporting on the job injuries. An "occupational exposure" is defined as blood or body fluid contact from an injured or ill employee/student to the affected employee, or injury by a contaminated sharp object. This may include contact via broken skin, human bites, needle sticks, etc. Upon documentation of an "occupational exposure", the Cherokee County Board of Education will provide for the affected employee to undergo testing for blood borne disease(s) in accordance with recommendations provided by the physician or the U. S. Public Health Service.

## Clean Up and Disposal of Waste

Spills of blood and body fluids must be handled using Universal Precautions Procedures. The spill must be cleaned up immediately.

The Center for Disease Control (CDC) method is:

- Wear protective gloves.
- Mop up spill with paper towels or other absorbent material.
- Clean contaminated area using a school system approved disinfectant (Lemon Fresh 20 or 1:10

Bleach and Water).

- Dispose of all gloves, towels, dressings, table paper and other waste in sealed doubled plastic bags.
- Sharp objects such as needles and syringes must be placed in a Biohazard Infectious Waste Sharps Container. Once the container is full, it must be sealed. The Office of Nursing should be notified to pick up the full container. This office may be contacted at 770-479-1869.

#### Special Care of Laundry:

In a Special Education Classroom

If clothing, sheets, or towels become contaminated with blood or body fluids, handle as little as possible.

Machine-wash the infected items in hot water and detergent for at least 25 minutes. If a washing machine is not available, place the items in double plastic bags and tie tops of the bags. Contact the Office of Nursing for assistance.

In a Regular Education Classroom

For all clothing that has been soiled with vomit, blood, or feces: Place in double plastic bags and tie top of bag. Send bag home with student.



# Kentwood Preparatory School

## Sexual Harassment Policy

Kentwood Preparatory School believes that you should be afforded the opportunity to work in an environment free of sexual harassment. Sexual harassment is a form of misconduct that undermines the employment relationship. No employee, either male or female, should be subjected verbally or physically to unsolicited and unwelcome sexual overtures or conduct.

Sexual harassment refers to behavior that is not welcome, that is personally offensive, that debilitates morale and, therefore, interferes with work effectiveness.

Behavior that amounts to sexual harassment may result in disciplinary action, up to and including dismissal.

## Definition

Kentwood Preparatory School has adopted its policy based on the definition of sexual harassment set forth by the Equal Employment Opportunity Commission (EEOC) which was written in response to Title VII of the Civil Rights Act of 1964. The EEOC defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- submission to such conduct is made either explicitly *or implicitly* a term or condition of your employment
- submission to or rejection of such conduct by you could be used as the basis for employment decisions affecting you
- such conduct has the purpose or effect of unreasonably interfering with your work performance or creating an intimidating, hostile or offensive working environment.

## Employer's Responsibility

Kentwood Preparatory School wants you to have a work environment free of sexual harassment by management personnel, by your coworkers and by others with whom you must interact in the course of your work as a school employee. Sexual harassment is specifically prohibited as unlawful and as a violation of Kentwood's policy. Kentwood Preparatory School is responsible for preventing sexual harassment in the workplace, for taking immediate corrective action to stop sexual harassment in the workplace and for promptly investigating any allegation of work-related sexual harassment.

## Complaint Procedure

If you experience or witness sexual harassment in the workplace, report it immediately to administration. You may also report harassment to any other member of Kentwood's management or ownership. All allegations of sexual harassment will be quickly investigated. To the extent

possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of that investigation.

## **Retaliation Prohibited**

Kentwood Preparatory School will permit no employment-based retaliation against anyone who brings a complaint of sexual harassment or who speaks as a witness in the investigation of a complaint of sexual harassment.

## **Written Policy**

You will receive a copy of Kentwood's sexual harassment policy when you begin working for Kentwood. If at any time you would like another copy of that policy, please contact administration. If Kentwood should amend or modify its sexual harassment policy, you will receive an individual copy of the amended or modified policy.

## **Penalties**

Sexual harassment will not be tolerated at Kentwood Preparatory School. If an investigation of any allegation of sexual harassment shows that harassing behavior has taken place, the harasser will be subject to disciplinary action, up to and including dismissal.

## **Harassment Investigation Guide**

### **Getting the employee to describe the claim:**

- Listen to the charge. Don't make comments like, "You're overreacting."
- Acknowledge that bringing a harassment complaint is a difficult thing to do.
- Maintain a professional attitude.
- Gather the facts; don't be judgmental.
- Ask who, what, when, where, why, and how. Find out if the employee is afraid of retaliation. How does the employee want the problem resolved?

### **Conducting an investigation of the claim—general rules to follow:**

- Investigate immediately. Delaying or extending an investigation can make witness testimony increasingly unreliable.
- Remember that the manner in which the investigation is handled can itself furnish grounds for a hostile environment claim, so carefully document every step.
- Treat all claims seriously—even those that seem frivolous—until you have reason to do otherwise.
- Keep the investigation confidential. Emphasize to those involved that your discussions are not to be shared with unconcerned parties. Warn of possible disciplinary action, if necessary.
- Limit the number of persons who have access to the information. Communicate strictly on a "need to know" basis.
- Ask questions so that information is not unnecessarily disclosed. For example, instead of asking, "Did you see Paul touch Joan?" ask "Have you seen anyone touch Joan at work in a

way that made her uncomfortable?" Remember—the purpose of the investigation is to gather facts, not disseminate allegations.

- If there is more than one allegation, treat each separately.
- To avoid defamation liability, never broadcast the facts of a given situation or the results as an example to others or as a training tool.

**Interviewing the complainant (Can be done when employee first reports charge):**

- Get specific details.
- Find out whether there was a pattern of previous episodes or similar behavior toward another employee.
- Get the specific context in which the conduct occurred. Where? What time?
- Determine the effect of the conduct on the complainant. Was it economic, non-economic and/or psychological?
- Determine the time relationship between the occurrence of the conduct, its effect on the complainant, and the time when the complainant made the report.
- Prepare a detailed chronology.
- Analyze whether there might have been certain events that triggered the complaint, *i.e.*, promotion, pay or transfer denial.
- Determine whether there were any possible motives on the part of the complainant.
- Find out what the complainant wants.
- Explain to the complainant that the charges are serious, that you will conduct a thorough investigation before reaching any conclusion, and that he or she will not be retaliated against for making the complaint.
- Don't make any statements about the accused employee's character, job performance, or family life.

**Interviewing the accused:**

- Obtain a statement from the accused.
- Identify the relationship of the accused to the complainant.
- Was there any prior consensual relationship between the parties? How long have they known each other? Is there a history of group or individual socializing?
- If the individual was a supervisor, indicate the individual's job title, obtain a copy of the individual's job description, and determine the individual's specific duties at the time of the alleged harassment.
- Determine whether the accused directed, or had responsibility for the work of other employees or the complainant, had authority to recommend employment decisions affecting others or was responsible for the maintenance or administration of the records of others.
- You can expect the accused to deny the charges. Observe the reaction. Note whether there is surprise, anger, or disbelief. Describe the details of the allegation and note the areas of disagreement between the testimony of both parties. If the accused denies the allegations, probe further to determine with the accused the background, reasons, and motivation that could possibly trigger the complaint.

**Interviewing witnesses:**

- Obtain statements from any witnesses who support or deny any of the complainant's

allegations. Be aware that witnesses are often reluctant to come forward out of fear of reprisal.

- Assure all witnesses that their cooperation is important, that their testimony is confidential and that they will not be retaliated against for testifying.

### **Resolving the complaint:**

- Apologize for the incident occurring, *if that is appropriate*.
- When attempting to remedy the conduct, avoid requiring the claimant to work less desirable hours or in a less desirable location. If you offer to transfer the complainant, try to get the complainant's consent and make sure the transfer position is substantially similar to the complainant's prior position. This helps ensure that the complainant is not being illegally punished for reporting discrimination or harassment.
- Consider the severity, frequency and pervasiveness of the conduct when imposing discipline on the harasser. There are several disciplinary options available, including:
  - oral and written warning
  - reprimand
  - suspension
  - probation
  - transfer
  - demotion
  - discharge
- When imposing discipline on the accused, any forms of discipline short of discharge should be accompanied by a warning that similar misconduct in the future may result in immediate discharge. If no discipline is imposed, document the reasons why.
- Provide remedial counseling and training on sexual harassment, if appropriate. Also take the opportunity to re-communicate your policy.
- Carefully and fully document the investigation, the discipline imposed, and any remedial steps taken.
- Conduct follow-up interviews with the parties to inform them of the company's actions.

# EMERGENCY PROCEDURE CODES

Please commit to memory

## CODE 1 = FIRE

Pull fire alarm / Proceed to EXIT at sound of alarm

## CODE 2 = STRANGER ON CAMPUS

Direct stranger to office/ Report anyone without a Kentwood ID

## CODE 3 = BOMB THREAT

Write down all information/  
report to administrator/call  
911

## CODE 4 = LOCKDOWN

Lock all doors and keep  
children away from windows  
until further notice

## Code 1 Fire Procedure

- Know the location of the nearest fire alarm and fire extinguisher
- Keep access to fire extinguisher clear of all furniture, etc.
- Keep all exit ways and doors clear of obstructions at ALL TIMES
- Keep fire drill map next to your classroom doors
- Keep updated class list in file at classroom doors

### In Case of Fire

Evacuate all students from the immediate area and pull the fire alarm or call the front office.

#### CODE 1

#### At the Sound of the Alarm

1. Form a line
2. Bring Kentwood Safety Bag containing class list and green/red card
3. Guide class out
4. Turn off lights
5. Place WHITE magnet on *outside* of door indicating the room is EMPTY.
6. Go to designated place

#### Designated Place

#### Teachers:

- Lead students off campus through front gate and across 61<sup>st</sup> Avenue. (front exit)
- Lead students out the back door of classroom, around the back of the school to the gate at room 1. (rear exit)
- Take roll call and report any missing students. Clearly hold up your green/red card to indicate to staff that all of your students are accounted for.
- If you are supervising all or part of someone's class (e.g. computer class or skills lab) you are responsible to take those students across the street. After you get to the designated area, connect with the homebase teacher *immediately* to do a roll call.
- Remain across the street until the "All Clear" is given by administration.

#### Teachers' Aides:

- Assist with younger children.

#### Administration:

- Bring attendance records for all classes
- Stop traffic in street
- Check classrooms and bathrooms to make sure all rooms are empty
- Obtain roll call information from teacher
- Announce "ALL Clear" when it is safe to return to the building

## Code 2 Procedure for Stranger on Campus

### Code 2

#### Visitor Policy:

- All visitors, volunteers, and service personnel must check in at the front office unless other arrangements have been made.
- All visitors, volunteers, and service personnel must wear a Kentwood name tag.
- All school personnel should be vigilant of the presence of unfamiliar people on campus.
- If an unknown person is seen, you should approach him/her and inquire as to the purpose of the visit. If no visitor identification has been obtained, escort the visitor to the front office to check in.

## Code 3 Procedure for Bomb Threat

### Code 3

The person receiving a bomb threat calls **911** to relay the information to authorities. *Write down all information as soon as possible*

Notify administration.

Teachers and staff will be notified of a bomb threat using Code 3

Evacuate students as you would with a Fire Drill (see fire drill procedures)

**If it is necessary to evacuate to a more distant location, our designated area is a BETTY BOOTH PARK to the north of the school across Griffin and Orange Roads.**

## Code 4 Lock Down

### Code 4

If a situation becomes dangerous, as manifested by verbal threats or show of any kind of weapon, you should calmly but quickly go to the nearest phone or intercom and call the office.

Administrators will determine if LOCK DOWN procedure should go into effect and law enforcement should be notified.

Classrooms will be notified of LOCK DOWN.

- Code word for lock down is "Blockbuster"
- Music will be played- The song is "Blockbuster"

Faculty and staff will:

1. Lock doors
2. Keep students away from windows
3. Bring students on field into the nearest classrooms
4. Remain calm
5. Keep students calm and busy
6. Wait for further instructions



## **Tornado and Severe Thunderstorm Watches and Warnings**

### **Tornado Watch or Severe Thunderstorm Warning:**

- Administration will notify classroom teachers.
- Teachers will continue indoor classroom activities.
- Students outside of building will be brought indoors.
- Local radio station will be monitored in office.

### **Tornado Warning:**

- Announcement will be made to all classrooms.
- All students, faculty, and staff will immediately proceed to the *interior wall* of the classroom and away from the windows.
- Students should be on their knees with their heads tucked between their legs and their hands over their heads.
- All teachers will take roll call and notify office if anyone is missing.
- Teachers and other personnel must remain calm.
- The "All clear" announcement will be made by administration.

## Effective Teacher / Student Communication

- Making the child happy
  - No friends
  - No fun
  - Listen to what they have to say. Language and communication issues
    - Ask if they know what words mean
    - Ask if they understand
    - Ask them to repeat what you are saying or explain in a different way
  - Respect them and always be polite and they will eventually do the same
  - Positive reinforcement and praise – genuine / not sarcastic
  - Avoid Negative Statements
  - Never ask “why”. Address the behavior not the student and give them the proper redirection.
  - Ex. Why are you interfering when I am not talking to you?
  - Instead say – Please mind your own business, this is no concern of yours.
- Avoid triggering behaviors
  - touching
  - laughing
  - belittling / insulting / sarcasm
- Avoid escalating confrontations
  - don't force them
  - just outline the consequences of their actions
- Never embarrass them or call names
- Keep confidentiality with them and around others
- DO NOT BECOME THEIR FRIENDS – You are their role models and educators – It does not matter if they like you – only if they respect you.
- Make sure they understand what you are saying
- Give them the benefit of the doubt in situations
- Give them a chance to sort the situation out themselves without consequences
- **Keep your sense of humor**
- **Do not take things personally**

# Kentwood Scripts for Effective Parent Communication

P – What happened today with \_\_\_\_\_? (child's name)

T – Did \_\_\_\_\_ child's name discuss the situation with the teacher?

P – No

T – We encourage the child to discuss any problems, concerns with the teacher first so that the child understands and learns how to problem solve. This also allows the teacher to establish a rapport that will be mutually beneficial for both student and teacher. It allows the child to develop and practice social/emotional skills and learn how to effectively communicate with others. Your child has many options if they are not satisfied with how the teacher handled it. They may talk to someone in the processing unit, the Principal, and ultimately the Director. If they are still not satisfied with how the situation was handled they will be given a note indicating that the school could not handle the situation to the child's satisfaction. The note may also request a conference with you in order to help the school remedy the issue.

P – I want to know what consequences the other child received.

P – My child says that (another child's name) is constantly teasing or hitting or does this or does that.

T – I am not allowed to discuss any other child's issues with any parent due to a code of ethics and confidentiality. I hope you can understand and respect my position. Just as you would not want me discussing your child with another parent. And remember, your child is responsible for their behavior. Even if another child was wrong as well or involved it does not excuse your child. If your child is at work one day and gets into a fight with another employee, the boss is not going to be interested in who started it.

P- Why did (another teacher's name) allow my child to do one thing and you said something else?

T – I apologize if that is indeed what happened. I will discuss the issue with the other teacher directly to make sure what the circumstances were and I will return your call.

P – Why didn't my child eat lunch?

T – If there is anything I can do to assist you with encouraging your child to eat; please let me know what has been effective at home. I will incorporate a reward system here at the school if you would like. We can also evaluate what your child is eating for snack and potentially what effects if any their medication is having on their appetite.

P – I want to discuss medications and the effect they are having on my child /and/or putting my child on medication /and/or taking them off.

T – Please make an appointment to meet with the treatment team before you make any medication decisions. We can give you valuable input to take with you to your doctor. I am not comfortable discussing medications outside of the treatment team meeting.

P – I would like a meeting right now. I am not pleased with how the academics are going / behaviors are being handled / my child's placement/ etc.

T – Please schedule an appointment with the front office. We would be more than happy to meet and discuss all these issues. However, we need to have your child's folder and paperwork ready as well as any parties that can give valuable input or insight present at the meeting.

# Kentwood Preparatory School

Anonymous reports can be filed on line at: <http://www.mysafespace.org/suggestion.html>

Complaint and Recommendation of Procedural or Rule Change

Student's Name: \_\_\_\_\_ Date: \_\_\_\_\_

Description of Rule or Procedure I don't like

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Reasons I don't like and/or agree with:

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Recommendations for change:

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\_\_\_\_\_  
Signature