

SEVEN GENERATIONS CHARTER SCHOOL

SECTION: EMPLOYEES

TITLE: 367 – EMPLOYEE TERMINATION

ADOPTED: June 23, 2016 [based on contract language from prior years]

REVISED: January 12, 2017

Policy	<p>Seven Generations Charter School (“the School”) shall have the right at any time upon written notice of termination to terminate Employee’s employment for any reason.</p> <p>If the School terminates Employee’s employment without cause or without notice as defined below, Employee shall receive two (2) weeks’ salary as severance pay provided that the Employee is in good standing and executes a severance agreement which includes a standard release of any and all liability of the School, the Board of Trustees, its agents, employees and assigns. In the event of a termination without cause, the School shall have no further obligation and Employee shall have no further right to compensation except as set forth in this section.</p> <p>The School may terminate Employee’s employment at any time “for cause”. Such termination shall be effective immediately and without further notice to Employee. Employee shall not receive and the School shall not be responsible to pay compensation or severance pay for any day after the last day actually worked. For the purposes of this Agreement, “cause” is a determination by the School in its sole and absolute discretion that the Employee either engaged in the following or if any of the following occurs:</p> <ol style="list-style-type: none">1. Employee fails to obey any lawful instruction of the CEO;2. Employee fails to obey any policy of the Board of Trustees;3. an act of immorality;4. incompetence;5. unsatisfactory performance;6. harassment or discrimination;7. reporting to work under the influence of alcohol or illegal drugs;8. consumption of alcohol or use of any illegal drug or drugs during working hours;9. engaging in any conduct harmful to any student;10. engaging in any conduct harmful to the School or which brings public discredit to the School;11. cruelty;12. persistent negligence in the performance of duties;13. willful neglect of duties;14. inability to perform the essential functions of the position due to any physical or mental disability which inability cannot be remedied by reasonable accommodation (to the extent that such accommodation is required by law and does not pose an undue hardship to the School);
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	<p>15. conviction of a crime or the guilty plea or plea of <i>nolo contendere</i> for any crime;</p> <p>16. failure to comply with the policies of the School;</p> <p>17. failure to provide to the School a satisfactory criminal history background check as required by law;</p> <p>18. failure to provide the School a satisfactory child abuse clearance as required by law;</p> <p>19. the existence of any conflict of interest between the Employee and the School.</p>
	<p><u>Other Events Causing Termination:</u></p> <ol style="list-style-type: none"> 1. This Agreement shall terminate immediately upon Employee's death; 2. Employee's Option. Employee, other than instructional employee, counselor or nurse, shall have the right, upon prior written notice of termination of not less than two (2) weeks, satisfying the requirements herein, to terminate this Agreement. In such event, Employee shall have no right after the date of termination to compensation or other benefits as provided in this Agreement. This provision binds Employee to provide the same notice in the event that Employee chooses to terminate between the date of signing the Agreement and the commencement date of the contract.
Delegation of Responsibility	<p><u>Notice of Termination:</u> Any termination of Employee's employment by the School or by Employee shall be communicated by written notice of termination to the other party. For purposes of this Agreement, a "notice of termination" shall mean a dated notice which shall: (i) indicate the specific termination provision in the Agreement relied upon; (ii) set forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of Employee's employment under the provision so indicated and (iii) specify a date of termination. Instructional employees, counselors and nurses who terminate employment are required to work 60 calendar days from the date of termination notice unless the School determines a release date less than 60 days. The last date of pay will be either the date of termination in the Agreement or the last day the employee works, whichever occurs earliest.</p> <p>The Board of Trustees of Seven Generations Charter School authorizes the Chief Executive Officer (CEO) or his/her designee to enforce this policy</p>