

Urban Pathways K-5
College Charter School
2020-2021 Employee Handbook



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We at Urban Pathways K-5 College Charter School (“UPK5CCS” or “the School”) are very pleased that you have chosen to be a member of team UPK5CCS. At UPK5CCS, our highest priority as an employer is to provide our employees with an environment that promotes their enjoyment in working as part of the UPK5CCS Community, and that affords opportunities for professional achievement and growth. We sincerely believe that you will find just such an environment here at UPK5CCS.

We hope this handbook will help you to become better acquainted with UPK5CCS. It has been prepared to generally inform you about our mission, employment policies and practices, as well as the many benefits enjoyed by you as a valued UPK5CCS team member. We ask that you read this handbook carefully and refer to it when questions arise.

Of course, no handbook can ever answer every question, nor would we want to restrict the normal question and answer interchange among us. Since your success is our success, we encourage you to ask questions and seek help. It is through our person-to-person conversations that we can better know each other, express our views openly and honestly, and work together for the good of our students and each other.

As you review the UPK5CCS policies and benefits, as outlined in this Handbook, please remember that this Handbook does not contain all of the UPK5CCS policies and procedures, but only general summaries of those policies and procedures about which employees most often raise questions. This Handbook is intended as a general source of information. If you have questions regarding any UPK5CCS policies or procedures, please contact the Chief Executive Officer in writing.

This Handbook does not constitute and should not be viewed or relied upon as a contract of employment or as part of an employment contract. Employment with UPK5CCS is at-will, which means either you or UPK5CCS are free to terminate the employment at any time, for any or no reason, with or without advance notice.

UPK5CCS has complete discretion to modify its policies, benefits, rules, and practices at any time, to the extent allowed by applicable law and the Board’s consideration for legislation, economic conditions and other factors which help to achieve its goals and objectives. The contents of the Handbook are guidelines only and UPK5CCS and, if applicable, the benefit plan administrators or insurance companies, shall have the maximum discretion permitted by law to administer, interpret, modify, discontinue, or enhance any policy, program, rule, benefit, or plan, with or without notice. The information in the Handbook is subject to change at any time and without notice as situations warrant.

Again, welcome to UPK5CCS.

We are TEAM UP!

THE MISSION OF UPKS K-5: Leaders Building Pathways for Success

UPK5CCS is a public charter school organized as a nonprofit corporation and committed to operating in a completely non-sectarian manner. The mission of our Charter School is to help each of our students in grades K –5 find a pathway that leads toward a successful adult life in the city environment and beyond. We pledge to guide every child to acquire the academic competencies, the attitudes and the network of support relationships that will allow them to continue on that path after graduation. We are committed to creating an intercultural community where we learn together and make positive changes to the conditions in which we live.

EQUAL OPPORTUNITY

UPK5CCS is an equal opportunity employer and will not discriminate against its employees or applicants on the basis of race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other characteristic protected under federal, state or local law. This policy of equal opportunity employment covers all aspects of the employment relationship, including not only the hiring of new employees, but also in promotions, transfers, layoffs, job assignments, benefits, wage and salary administration, and to all other terms and conditions of employment.

It also is the policy of UPK5CCS, in compliance with Title IX regulations and other applicable laws, not to discriminate on the basis of race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information or any other characteristic protected under federal, state or local law in regards to its students and/or its educational programs, services, facilities, or activities.

For information regarding compliance with these policies, contact UPK5CCS's Chief Executive Officer or Principal.

THE UPKS K-5 OPEN DOOR POLICY

At UPK5CCS, we have a policy of promoting open, respectful and honest communication among the Board of Trustees, Chief Executive Officer, Principal, and all UPK5CCS employees. Employees are welcome to bring ideas, questions, complaints and concerns to the attention of UPK5CCS Administration. We recognize that, on occasion, an employee may not be completely satisfied with a particular practice or a response to a concern which he or she has raised. We also recognize that the accumulation of unspoken or unanswered questions, complaints or concerns can result in dissatisfaction and harm what otherwise can and should be pleasant work relationships.

If you have a work-related question, complaint or any other concern, UPK5CCS would welcome the opportunity to discuss it with you and attempt to resolve it. If you would like to do so, please refer to the steps below:

1. You should review the matter with your immediate supervisor as soon as the two of you can get together. It is part of your immediate supervisor's responsibility to address and correct situations as needed. It is likely that the matter can be settled by the two of you to your mutual satisfaction. Once an issue has been raised, your immediate supervisor should make every effort to give you an answer no later than one week or five (5) business days after you present your question, complaint or concern.
2. If you do not feel the matter has been properly addressed by your immediate supervisor or if the issue is one that involves your immediate supervisor, you should bring the matter at issue to the attention of the Principal/CEO. The Principal/CEO will review the matter with you and, if necessary and appropriate, discuss it with your immediate supervisor. The Principal/CEO may also discuss the matter with the UPK5CCS Board of Trustees ("Board") or arrange for you to discuss the matter directly with them.

UPK5CCS is committed to addressing your concerns in a fair and equitable manner. No doubt there may be times when you might not be completely satisfied with the answer you will receive – but rest assured that you will receive an answer, and an explanation of "why."

Remember: You should feel free to arrange to talk with your immediate supervisor or the Principal at any time you have a question, complaint or any other concern that you believe merits their attention. Also, please remember that these same people want to hear your ideas and suggestions, whether it concerns your immediate work tasks or our UPK5CCS community generally.

POLICIES

EMPLOYMENT STATUS – AT–WILL EMPLOYMENT

All potential employees will be recommended to the UPK5CCS Board by the Chief Executive Officer and will be hired only with Board approval. Employees will be provided with a letter indicating, among other employment information, their position title, and initial compensation.

All new UPK5CCS employees are hired on an at-will basis, and their employment is subject to a ninety-day introductory period during which time their performance will be evaluated as it relates to UPK5CCS's mission and philosophy as well as the employee's duties and responsibilities. Successful completion of the introductory period does not alter the at-will employment relationship.

SCHEDULED SCHOOL YEAR

The scheduled school year for 12-month employees generally begins August 1 through July 31. The scheduled school year for 11-month employees generally begins August 1 through June 30. The scheduled school year for 10-month/teaching staff generally begins mid-August through mid-June.

SCHEDULED WORK WEEK

The regularly-scheduled work week for UPK5CCS as to accounting purposes begins on Sunday and ends on Saturday.

SCHEDULED WORK DAY

Employee attendance requirements vary depending upon your position. However, given the School's mission and the nature of most UPK5CCS jobs, employee attendance at the School's facilities is required for at least the core scheduled hours from 7:30 a.m. to 4:00 p.m. Depending on a particular position's responsibilities, some employees may be required to work other hours.

Included in the full work day is a paid lunch period, which normally is one-half (1/2) hour. The Principal may adjust the scheduled work day for individual employees to meet the needs of the school and may approve variations and flexibility in an employee's work day. In addition to normal scheduled workday hours, staff also are required to attend and participate in all scheduled UPK5CCS meetings, staff development, the annual Open House and Learning Partnership Meetings. Staff are expected to attend and participate in any UPK5CCS extra-curricular activities to the extent possible. On snow or inclement days, teachers are expected to attend work in accordance with the students' schedules. Twelve (12) month employees are to report to School as soon as possible unless otherwise directed by the CEO/Principal via the School email system. A teacher's planning period is a working period. Permission must be granted by the Principal to leave the premises during this time.

COMPENSATION

It is our policy and practice to accurately compensate employees and to do so in compliance with all applicable local, state and federal laws. So that you are paid properly for all time worked and that no improper deductions are made, you must record correctly all work time and review your paychecks promptly to identify and to report all errors. You also must not engage in off-the-clock or unrecorded work.

A. Review Your Paystub

We endeavor to ensure that our employees are paid correctly. Occasionally, however, inadvertent mistakes may occur. When mistakes happen and are called to our attention, we will promptly make the necessary corrections. Please review your paystub when you receive it to make sure it is correct. If you believe a mistake has occurred or if you have any questions, please contact Human Resources.

JOB DESCRIPTIONS

For each teaching, non-teaching, and administrative position, a written job description is prepared outlining job duties, responsibilities and qualifications. Job descriptions are subject to changes at the discretion of the Charter School administration and the Board of Trustees. In the event that modifications are made, modifications will be memorialized in writing and every effort will be made to provide employees with adequate notice of the revised job description.

URBAN PATHWAYS’ COVID-19 STAFF WORKPLACE SAFETY PLAN

Urban Pathways is committed to providing a safe and healthy workplace for all of our staff. Our goal is to mitigate the potential for transmission of COVID-19 in our workplace by leveraging the Center for Disease Control and Pennsylvania Department of Education guidelines. The purpose of this plan is to minimize or eliminate our staffs’ exposure to COVID and provide a plan in the unfortunate situation that any staff member is exposed or contracts the virus.

Position and Primary Location

Job Title	Onsite/Remote
Teachers	<i>Remote</i>
Instructional Coaches	<i>Onsite/Remote</i>
Administration	<i>Onsite/Remote</i>
Paraprofessionals/Substitutes	<i>Remote</i>
Social Work/Counselors	<i>Onsite/Remote</i>
Building Maintenance and Custodial	<i>Onsite</i>
Food Service	<i>Onsite</i>
Nurse Aides	<i>Onsite/remote</i>
Office Manager/ Administrative Assistants	<i>Onsite/remote</i>
Accounting	<i>Onsite/remote</i>
Technology	<i>Onsite/remote</i>

Social Distancing

Staff members will be encouraged to avoid gathering in groups for extended periods of time. Staff members should make all efforts to remain six feet apart at all times.

Personal Protective Equipment

All staff members will be provided with the appropriate PPE for their job responsibilities and all onsite staff members must wear a face mask at all times.

Screening

Staff members will be asked to conduct a daily self- evaluated health check to include a temperature reading and symptom screening. Faculty who have a fever of 99.7 or higher or exhibit any symptoms should not report to the campus.

Cleaning

There will be an increased cleaning and sanitization schedule for high touch areas including staff workrooms, mail rooms, and gathering spaces.

High Vulnerability Staff

Considerations will be made for those employees who may have underlying conditions that leave them susceptible to illness. All efforts will be made to accommodate their needs and keep every staff member safe. Please reach out to Seth Springer if you are an at-risk staff member.

Managing Staff Onsite Illness

In the event a staff member gets ill or has a fever anytime while in the building, they should report to the nurse's office and be held in the identified quarantine room. If the staff member is too ill to drive themselves, the nurse will contact the staff's designated emergency contact which should be kept on file with the nurse. If the emergency contact cannot be reached, the nurse will call for an ambulance.

Required Notifications

If a school staff member is confirmed to have COVID-19, Urban Pathways will contact the local public health authorities about contact tracing. The school will notify all staff and parents that a positive case has been identified on the campus but will not provide any identifiable information of the infected staff member.

Staff Confidentiality

A sick staff member's confidentiality will be maintained at all times, as required by the Americans with Disabilities Act (ADA) and other applicable federal and state laws.

Quarantine

Employees who have COVID-19 will be asked to stay home for a minimum of 14 days to quarantine, per the CDC guidelines. Staff will need medical clearance to come back to work/school. All staff members who are asked to quarantine will be paid during the quarantine period and given alternative assignments.

Staff COVID Testing

In the case of an outbreak, the school administrators will work closely with public health officials to determine the need for testing all staff with the purposes of surveillance, diagnosis, screening.

Emergency Paid Sick Leave

Through *The Emergency Paid Sick Leave Act* any staff member who contracts COVID-19 will be provided with up to 80 hours of paid sick leave in order to fully recover.

Staff Concerns

Any staff member who has concerns regarding COVID-19 related procedures should contact Seth Springer.

These concerns may include the need for PPE, cleaning, confirmed cases and other areas.

RECORDKEEPING

Exempt/Non-Exempt Classification

Based on an employee's job responsibilities and the Fair Labor Standards Act exemption classification criteria, each unique job description and position will be evaluated and classified as either exempt or non-exempt. Each employee will be informed of the exempt/non-exempt classification of the job. A non-exempt employee will be eligible for overtime only when he/she has worked more than 40 hours in a workweek and is expected to follow the requirements below. **All overtime work must be approved in advance by the CEO.** Holidays, paid time off, jury duty, bereavement or similar days off do not count towards hours worked for overtime purposes.

A. Non-exempt Employees

If you are a non-exempt employee, you must maintain a record of the total hours you work each day. These hours must be accurately recorded electronically, currently through Paychex Time and Labor Online. Each employee must verify that the reported hours worked are complete and accurate (and that there is no unrecorded or "off-the-clock" work). Non-exempt Employees' timesheets must accurately reflect all regular and overtime hours worked, any absences, early or late arrivals, early or late departures and meal breaks. When you receive each paycheck, please verify immediately that you were paid correctly for all regular and overtime hours worked each workweek. Please see the Overtime Policy below.

Overtime

Non-exempt employees who believe they need to work overtime must send an email with an attached word document request to the CEO in advance requesting permission to work overtime that a) states the reasons for the overtime work, b) anticipated overtime hours needed and c) that states in the subject line "Overtime Request." All non-exempt employees must obtain approval of the CEO or designee before working overtime. Non-exempt employees will receive time and a half (1½ x) their regular hourly rate of pay for all hours worked in excess of forty-hours per workweek. Vacation, sick, personal days and all other leaves will not be considered hours worked for overtime calculation purposes.

You should not work any hours outside of your scheduled work day unless the CEO has authorized the unscheduled work in advance. Do not start work early, finish work late, work during a meal break or perform any other extra or overtime work unless you are authorized to do so and that time is recorded on your timesheet. Employees are prohibited from performing any "off-the-clock" work. "Off-the-clock" work means work you may perform, but fail to report or record on the timesheet. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including termination from employment.

B. Exempt Employees

If you are classified as an exempt salaried employee, you will receive a salary which is intended to compensate you for all hours that you may work for UPK5CCS. This salary will be established at the time of hire or when you become classified as an exempt employee. It may be subject to review and modification from time to time, such as during salary review times. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity of the work you perform.

Exempt Employee timesheets must accurately reflect any absences, early or late arrivals, and early or late departures.

You will receive your full salary for any workweek in which work is performed. However, under state and federal law, your salary may be subject to certain deductions. For example, absent contrary applicable law requirements, your salary can be reduced for the following reasons in a workweek in which work was performed:

1. Full day absences for personal reasons including vacation leave.
2. Full day absences for sickness or disability because UPK5CCS has a sick day pay plan and short-term disability insurance plan for qualified employees. Unpaid absences may cause changes to your pay. Contact HR for more information.
3. Penalties imposed, such as full day disciplinary suspensions, for infractions of safety rules of major significance, (including those that could cause serious harm to others).
4. Unpaid disciplinary suspensions of one or more full days for significant infractions of workplace conduct rules set forth in written policies.
5. Family and Medical Leave Absences (either full or partial day absences).
6. To offset amounts received as payment for jury and witness fees or military pay. The first or last week of employment in the event you work less than a full week.

Your salary also may be reduced for certain types of authorized or required deductions, including but not limited to: your portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension or retirement plan.

In any workweek in which you performed any work, your salary will not be reduced for any of the following reasons:

1. Partial day absences for personal reasons, sickness or disability. However, when applicable and permitted by law, your accrued paid leave under the School's paid sick and/or personal leave policies may be reduced accordingly.
2. Your absence because the facility is closed on a scheduled work day.
3. Except as noted above to offset for jury duty or witness fee pay, absences for jury duty, attendance as a witness, or military leave in any week in which you have performed any work.
4. Any other deductions prohibited by state or federal law.

Please note: You will be required to use accrued vacation, personal or other forms of paid time off for full or partial day absences for personal reasons, sickness or disability. Your salary will not be reduced for partial day absences if you do not have accrued paid time off available. However, employees may be disciplined for excessive absences, including partial day absences or tardiness.

C. Reporting Violations of this Policy, Communicating Concerns, or Obtaining More Information

It is a violation of UPK5CCS policy for any employee to falsify a time record or to alter another employee's time record for any reason. It is also a serious violation of UPK5CCS policy for any employee or supervisor to instruct another employee, to incorrectly or falsely report hours worked or alter another employee's time record to under- or over-report hours worked. If any supervisor or employee instructs you, to (1) incorrectly or falsely under- or over-report your hours worked, (2) alter another employee's time records to inaccurately or falsely report that employee's hours worked, or (3) conceal any falsification of time records or to violate this policy, do not do so. Instead, report it immediately to the Principal/HR. If any employee knowingly submits incorrect or falsified hours on any time record, document or timesheet, it may result in discipline up to and include termination.

If you have questions about deductions from your pay, you must contact the Principal/HR immediately. If you believe your wages have been subject to any improper deductions or your pay does not accurately reflect all hours worked, you are encouraged to report your concerns to a supervisor immediately. If a supervisor is unavailable or if you believe it would be inappropriate to contact that person (or if you have not received a prompt reply within three business days), you are encouraged to immediately contact the Principal or HR.

Every report will be fully investigated and a Plan of Improvement will be taken, up to and including termination from employment of any employee(s) who violates this policy.

In addition, UPK5CCS will not allow any form of retaliation against individuals who report in good faith any alleged violations of this policy or who cooperate in UPK5CCS's investigation of such reports. Any form of retaliation in violation of this policy will result in disciplinary action, up to and including termination from employment.

PAID VACATION

PAID VACATION

Full-time 12-month UPK5CCS employees are entitled to a maximum of 10 days of vacation during each 12-month period commencing August 1 and ending the following July 31. Any unused vacation days within that 12-month period are forfeited. Vacation days do not carry over into any subsequent year and shall not carry a monetary value or be paid out upon separation from employment.

Full time 12-month employees are entitled to a maximum of 10 days vacation after the successful completion of the (90-day) introductory period following the employee's commencement of employment. For any 12-month full-time employee who begins employment after August 1, vacation days shall be prorated based upon the start date of employment and completion of the 90-day introductory period.

Ten and eleven-month employees, part-time and temporary employees are not eligible for paid vacation time. Teachers are ten-month employees. Part-time employees are employees who work less than forty (40) hours per work week. The term "temporary employee" is used to mean those individuals who are "contracted personnel" and/or expected to work only for a temporary period of time.

Vacation days should be taken during summer and specifically in July whenever possible. Other vacation times are subject to prior approval of the CEO. Upon separation of employment, any unused vacation days will be forfeited and shall not be paid out.

When staff members are leaving the employment of UPCS K-5, the CEO may permit vacation days to be used, whether or not prior approval is required. Such exceptions may be made in order to permit staff members to utilize all vacation days and also permit employees to be actively employed during the last month(s) of their employment.

Individuals who resign or retire shall forfeit any unused vacation days and shall not be entitled to any pay out for such unused vacation days at time of resignation or retirement.

PAID HOLIDAYS AND BREAK PERIODS

The following days shall be paid holidays for all UPK5CCS employees:

New Year's Day	Dr. Martin Luther King Day	Good Friday	Memorial Day
Independence Day	Labor Day	Yom Kippur	Veterans Day
Thanksgiving	Day after Thanksgiving	Christmas Eve	Christmas Day
New Year's Eve			

In addition, any other holidays, and winter and spring break periods, will be communicated yearly.

To be eligible for holiday pay, an employee must work his or her regularly scheduled work day before and after the holiday. Exceptions may be made by the Principal on a discretionary basis for good cause.

A part-time employee who works twelve months a year will be paid for their pro rata share of a full time employee's holiday pay for the above holidays if such holiday falls on the employee's regularly-scheduled workday.

PAID PERSONAL LEAVE DAYS

On August 1 (for 12 month employees), and on the school start date in August (for 10 and 11 month employees), of each year, all full time employees are eligible for ten (10) paid personal leave days. Part-time employees who work twelve months a year are eligible for five (5) paid personal leave days. Time will be prorated for those employees

who begin work after the school year has begun. These days may be used for reasons such as illness, illness in family, personal emergencies, moving, or medical appointments. Upon three (3) consecutive days used for illness, an employee needs to provide verification with a note from the attending medical provider. However, at the discretion of the CEO/Principal, he or she can request a medical note at any time.

Paid personal leave must have at least 24 hours prior approval by the Principal before it can be taken. UPK5CCS recognizes that, at times, such leave may not have prior approval. However, if prior approval could not be requested due to an emergency, all employees are expected to personally call the Principal no later than 6:30 a.m. on the day of the leave.

Paid personal leave days may be accumulated from year to year only up to a maximum of 25 days. If an employee is at the maximum 25 days, an additional 10 days will be accrued on August 1 for a total of 35 days. Payment, at the employee's salary or daily rate of pay, will be made only for paid personal leave days that exceed 25 days in any given school year up to a maximum of ten (10) total excess personal leave days with any additional personal leave days accrued above and beyond 25 days being forfeited. This payment will be reflected in the final paycheck for the applicable school year, which is typically on or about June 30.

NOTE: For all leave, no employee may take days of leave during the first and last week of each semester, during state testing, or during planned staff development days/leadership days without prior approval from the Principal, in accordance with applicable law. Exceptions may be granted for extraordinary circumstances.

There is no payout of unused personal leave days for any employee upon separation/termination from employment. Under normal circumstances, employees may not go into a negative leave status.

If an employee exhausts all PTO days, an employee may request, in writing, additional PTO days from the CEO. Any award of additional PTO days to any employee must be board approved.

UNPAID LEAVES OF ABSENCE

For those employees that have exhausted all PTO, an employee may be granted a time-off without pay for emergency reasons or to attend events which must be scheduled when the employee is scheduled to work. Such requests shall be submitted in writing to Human Resources or his/her designee at least one week prior to the date of the leave of absence. For emergency reasons, this notification requirement may be waived. The decision of the CEO shall be final on such requests submitted under the provisions of this Section.

JURY DUTY

Employees who have been called to serve jury duty must provide as much advance written email notice as possible to the Principal to request time off. Employees requesting time off for jury duty must provide the Principal/HR a copy of the jury summons prior to being absent to serve. If selected for jury duty, the School reserves the right to request documentation to confirm the Employee's selection for jury duty and/or the anticipated duration of such jury duty. Employees must record the hours for jury duty and will be paid their regular pay for their service up to a maximum of 15 total days. After exceeding the maximum number of paid days, an employee will be permitted to utilize accrued unused paid time off or to take unpaid leave days.

VOTING

Voting is both a right and a privilege. Employees are asked to exercise their right to vote prior to the start of the work day or after the end of the work day. Any time off for voting should be approved by the Principal in advance in order to ensure coverage for the students and work of UPK5CCS.

PAID BEREAVEMENT LEAVE

Employees are eligible for up to three (3) days of paid leave related to the death of the following employee's immediate relatives: spouse, child, parent, sibling, grandparent, father-in-law, mother-in-law, or a person who was living in the same household. (The CEO/Principal may grant additional paid bereavement time upon written request.) On a case-by-case basis, paid bereavement leave may be permitted in one-day increments for the death of a dear friend or other family member (e.g. aunts and uncles). Copies of obituaries may be requested for bereavement leave relating to the death of family members and will be requested for use of bereavement leave for anyone other than immediate family. After six (6) paid bereavement leave days in a school year, staff may be required to use the paid time off bank. Employees are required to ask in advance of taking the time off and should not assume paid time off will be granted.

INCLEMENT WEATHER

Employees should review the information found in Appendix A to understand how they may be paid for school delays or closures due to inclement weather.

FAMILY AND MEDICAL LEAVE

Employees may be entitled to an unpaid leave of absence under the Family and Medical Leave Act ("FMLA"). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact the UPK5CCS HR.

A. Employees Eligible for FMLA Leave

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must:

1. have been employed by the School for at least TWELVE (12) months prior to taking FMLA leave;
2. have been employed by the School for at least ONE THOUSAND TWO HUNDRED FIFTY (1,250) hours of service during the 12-month period immediately preceding the commencement of the leave; and,
3. be employed at a worksite where FIFTY (50) or more employees are located within SEVENTY-FIVE (75) miles of the worksite.

The determination of whether an employee has worked for the Charter School for at least 1,250 hours in the past 12 months and has been employed by the Charter School for a total of at least 12 months must be made as of the date the FMLA leave is to start. If employees are on "non-FMLA leave" at the time they meet the FMLA eligibility requirements, only that portion of leave taken for FMLA-qualifying reasons after they meet the FMLA eligibility requirements would be designated as "FMLA leave."

When an employee requests FMLA leave, or when the School acquires knowledge that an employee's leave may be for an FMLA-qualifying reason, the School must notify the employee of the employee's eligibility to take FMLA leave within five business days absent extenuating circumstances. Employee eligibility is determined (and notice will be provided) at the commencement of the first instance of leave for each FMLA-qualifying reason in the applicable 12-month period. All FMLA absences for the same qualifying reason are considered a single leave and employee eligibility as to that reason for leave does not change during the applicable 12-month period.

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits during the period of FMLA leave and, with some limited exceptions, job restoration.

B. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period in which 12 weeks of leave may be taken will be measured forward from the date FMLA leave begins. A total of 12 weeks of leave may be taken for any one, or for a combination, of the following reasons:

1. To care for the employee's child after birth, or placement for adoption or foster care. Leave to care for a newborn child or for a newly placed child must conclude within 12 months after the birth or placement;
2. To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
3. For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
4. Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a military member on covered active duty or call to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserve component of the Armed Forces for deployment to a foreign country in support of a contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty, and attending post-deployment reintegration briefings.

C. Additional Military Family Leave Entitlement (Injured Service Member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a serious injury or illness. Leave to care for a service member shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

When, during the "single 12-month period," leave qualifies as both leave to care for a covered service member and leave to care for a family member with a serious health condition, the School will designate such leave as leave to care for a covered service member in the first instance and such leave shall not be designated and counted as both leave to care for a covered service member and leave to care for a family member with a serious health condition. As is the case with other FMLA leave, the School may retroactively designate leave as leave to care for a covered service member.

A "**covered service member**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." Covered service members also includes a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who is discharged or released from military service under condition other than dishonorable at any time during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a “serious injury or illness” for current Armed Forces members and covered veterans are distinct from the FMLA definition of “serious health condition” applicable to FMLA leave to care for a covered family member.

D. Intermittent Leave, Reduced Leave Schedules and Special Rules

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis. Under the FMLA, there are special rules for school employees, which include limitations on intermittent leave and limitations on leave near the end of the academic term for instructional employees. The School follows these special rules, as set forth in the FMLA regulations.

E. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

F. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause the School substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits, and other employment terms. The School will notify employees if they qualify as “key employees,” if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

G. Notice of Eligibility for, and Designation of, FMLA Leave

Employees requesting FMLA leave are entitled to receive written notice from the School telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) the School’s designation of leave as FMLA-qualifying or non-qualifying, if not FMLA qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee’s leave entitlement.

The School may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the School’s failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the School and employee can mutually agree that leave be retroactively designated as FMLA leave.

H. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify the School of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform the School by notifying HR of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the School to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a. a medical condition renders them unable to perform the functions of their job;

- b. they are pregnant or have been hospitalized overnight;
- c. they or a covered family member are under the continuing care of a healthcare provider;
- d. the leave is due to a qualifying exigency cause by a military member being on covered active duty or called to covered active duty status to a foreign country; or
- e. if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the School’s related questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave and/or to provide an FMLA medical certification when appropriate, the FMLA leave may be delayed or denied. When employees seek leave due to FMLA-qualifying reasons for which the School has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the School notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days’ notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied as permitted by law.

Absent unusual circumstances, employees must also follow the School’s usual and customary notice and procedural requirements when requesting FMLA leave. Those requirements include: obtaining approval on the appropriate leave form and/or by calling the School Principal by at least 6:30 a.m. on the school day of the absence. You must also email HR, who will be tracking the FMLA time-off. If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA regulations.

I. Cooperation in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees should consult with the School and make a reasonable effort to schedule treatment so as not to unduly disrupt the School’s operations subject to the approval of an employee’s health care provider. Employees must consult with the School prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both the School and the employees subject to the approval of an employee’s health care provider. If an employee providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglects to fulfill this obligation, the School may require the employee to attempt to make such arrangements subject to the approval of the employee’s health care provider.

When an employee takes intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the School may temporarily transfer the employee, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employee is qualified and which better accommodates recurring periods of leave.

When an employee seeks intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, an employee must advise the School of the reason why such leave is medically necessary. In such instances, the School and employee shall attempt to work out a leave schedule that meets the

employee's needs without unduly disrupting the School's operations subject to the approval of the employee's health care provider.

J. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees will be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the School with timely, complete, and sufficient medical certifications. Whenever the School requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the School's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The School will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The School will delay or deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the School (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the School with authorization allowing it to clarify or authenticate certifications with health care providers, the School may deny FMLA leave if certifications are unclear.

Whenever the School deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the School has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the School's expense. If the opinions of the initial and second health care providers differ, the School may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the School and the employee.

The School shall provide the employee with copies of second or third medical opinions, upon request by employee. Requested copies shall be provided to the employee within five business days unless extenuating circumstances prevent such action.

The School will reimburse employee or family member for any reasonable "out-of-pocket" travel expenses incurred to obtain second or third medical opinions. Except in very rare circumstances, the School will not require an employee or family members to travel outside normal commuting distance for purposes of obtaining second or third medical opinions.

2. Medical Recertification

Depending on the circumstances and duration of FMLA leave, the School may require employees to provide recertification of medical conditions giving rise to the need for leave. The School will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

Generally, the School may request medical certification no more often than every thirty days and only in connection with an employee's absence. If medical certification indicates the minimum duration of the condition is more than 30 days, the School will wait until that minimum duration expires before requesting medical recertification. In all cases, the School may request recertification of a medical condition every six months in connection with an employee's absence.

The School may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) an employee requests extensions of leave; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) the School receives information casting doubt upon an employee's stated reason for the absence or the continuing validity of a certification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the School medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The School may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

4. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty of a covered military member or call to covered active duty status of a military member, the School may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, the School may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the School may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.

K. Substitute Paid Leave for Unpaid FMLA Leave

Employees must use any accrued paid time (such as all vacation and all paid personal leave days which are accrued) while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA leave entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the School will allow employees to use accrued paid time to supplement any paid disability benefits (which would permit the employee to receive up to 100% of his/her salary. For example, if an employee is receiving 60% of his/her salary on short-term disability benefits, the employee may choose to supplement the short-term disability benefit with any accrued vacation and/or personal days so that the employee receives up to 100% of his/her salary).

L. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. If paid leave is taken concurrently with FMLA leave, the employee's share of group health plan premiums shall be paid by the method normally used during paid leave (*i.e.* usually payroll deduction). An employee on unpaid FMLA leave must make arrangements to pay the normal employee portion of the insurance premiums in order to maintain insurance coverage during FMLA leave.

If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse the School for the cost of the premiums the School paid for maintaining coverage during their unpaid FMLA leave.

M. Report Periodically Concerning Intent to Return to Work

Employees should contact the School periodically and specifically employees must contact the HR on the first and third Mondays (the next school day if Monday is a holiday) of each month regarding their status and intention to return to work at the end of the FMLA leave period unless unable to do so for medical reasons or exigent circumstances. In such a circumstance, an employee should contact the HR as soon as practicable thereafter. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the School with reasonable notice (*i.e.*, within 2 business days) of the employee's changed circumstances and new return to work date. If an employee gives the School notice of their intent not to return to work, the School's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

N. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the School's other leave policies in this Handbook or contact HR.

O. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact HR. The School is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact the Human Resources or the Principal immediately. The School will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation.

P. Additional Definitions:

1. **"Spouse"** means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law in the State in which the marriage was entered into or, in the case of a marriage entered into outside of any State, if the marriage is valid in the place where entered into and could have been entered into in at least one State. This definition includes an individual in a same-sex or common law marriage that either:
 - (1) Was entered into in a State that recognizes such marriages; or
 - (2) If entered into outside of any State, is valid in the place where entered into and could have been entered into in at least one State.

2. **“Parent”** means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter as defined in paragraph (c) of this section. This term does not include parents “in law.”
3. **“Son or daughter”** means, for purposes of FMLA leave taken for birth or adoption, or to care for a family member with a serious health condition, a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and “incapable of self-care because of a mental or physical disability” at the time that FMLA leave is to commence. The age when the disability occurs is irrelevant to determine whether an adult son or daughter has a mental or physical disability.
4. **“Incapable of self-care”** means that the individual requires active assistance or supervision to provide daily self-care in three or more of the “activities of daily living” (ADLs) or “instrumental activities of daily living” (IADLs). Activities of daily living include adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, and eating. Instrumental activities of daily living include cooking, cleaning, shopping, taking public transportation, paying bills, maintaining a residence, using telephones and directories, using a post office, etc.
5. **“Physical or mental disability”** means a physical or mental impairment that substantially limits one or more of the major life activities of an individual. Regulations at 29 C.F.R 1630.2(h), (i), and (j), issued by the Equal Employment Opportunity Commission under the Americans with Disabilities Act (ADA), 42 U.S.C. 12101 et seq., define these terms.
6. Persons who are **“in loco parentis”** include those with day-to-day responsibilities to care for and financially support a child, or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
7. **“Adoption”** means legally and permanently assuming the responsibility of raising a child as one’s own. The source of an adopted child (e.g., whether from a licensed placement agency or otherwise) is not a factor in determining eligibility for FMLA leave.
8. **“Foster care”** is 24-hour care for children in substitution for, and away from, their parents or guardian. Such placement is made by or with the agreement of the State as a result of a voluntary agreement between the parent or guardian that the child be removed from the home, or pursuant to a judicial determination of the necessity for foster care, and involves agreement between the State and foster family that the foster family will take care of the child. Although foster care may be with relatives of the child, State action is involved in the removal of the child from parental custody.
9. **“Son or daughter on covered active duty or call to covered active duty status”** means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee stood in loco parentis, who is on covered active duty or call to covered active duty status, and who is of any age.
10. **“Son or daughter of a covered service member”** means the covered service member’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the service member stood in loco parentis, and who is of any age.
11. **“Serious injury or illness” means:**
 - a. In the case of a **current member of the Armed Forces**, including a member of the National Guard or Reserves, means an injury or illness that was incurred by the covered service member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the service member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces, and that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating;

- b.** In the case of a **covered veteran**, means an injury or illness that was incurred by the service member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the service member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and manifested itself before or after the service member became a veteran, and is:
- i. a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; or
 - ii. a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - iv. an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program for Comprehensive Assistance for Family Caregivers.
12. **"Parent of a covered service member"** means a covered service member's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered service member. This term does not include parents "in law."
13. **"Next of kin of a covered service member"** means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered service member by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered service member has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made, and there are multiple family members with the same level of relationship to the covered service member, all such family members shall be considered the covered service member's next of kin and may take FMLA leave to provide care to the covered service member, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.
14. **"Health Care Provider"** means: (1) A doctor of medicine or osteopathy who is authorized to practice medicine or surgery (as appropriate) by the State in which the doctor practices; (2) podiatrists, dentists, clinical psychologists, optometrists, chiropractors (limited treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-Ray to exist) authorized to practice under the State law and performing within the scope of their practice as defined by State law; (3) nurse practitioners, nurse-midwives, clinical social workers and physician assistants authorized under State law and performing within the scope of their practice as defined by State law; (4) Christian Science practitioners (may be required to submit to second or third certification through examination - not treatment of a health care provider); (5) any other health care provider from whom the employer or the employee's group health plan benefits manager will accept certification of the existence of a serious health condition to substantiate a claim for benefits; and (7) a health care provider who practices in a country other than the United States who is authorized to practice in accordance with the laws of that country and is performing within the scope of his or her practice as defined under such law.

For purposes of leave taken to care for a covered service member, any one of the following health care providers may complete such a certification: (1) a United States Department of Defense ("DOD") health care provider; (2) a United States Department of Veterans Affairs ("VA") health care provider; (3) a DOD TRICARE network

authorized private health care provider; or (4) a DOD non-network TRICARE authorized private health care provider; or (5) any “health care provider” as defined in 29 C.F.R. § 825.125.

HEALTH & WELFARE BENEFITS

This Handbook contains a very general description of the benefits for which you may be eligible as an employee of UPK5CCS. This general explanation is not intended to, and does not, provide you with all the details of these benefits. This Handbook does not change or otherwise interpret the terms of official plan documents. Your rights can be determined only by referring to the full text of the official plan documents, which are available for your examination from HR. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases. The Summary Benefit Coverage is made available to employees through the school website, the carrier and/or email; hard copies are also available when requested.

Full-time employees are considered eligible for benefits as long as they meet the requirements described in this section. Part-time employees who work at least 30 hours a week may be considered full-time for benefits purposes only and must also meet the requirements described in this section to be eligible.

Eligible UPK5CCS employees are provided healthcare benefits equivalent to the healthcare benefits they would be provided if they were employed by the Pittsburgh School District. UPK5CCS Health Benefit coverage begins the first day of the month following the 30-day waiting period. For example, if the hiring date is August 20, coverage begins October 1.

The types of insurance benefits for eligible employees include:

- 1. Health Care**
- 2. Dental**
- 3. Vision**
- 4. Short-term and long-term disability after 12 months of consecutive employment**
- 5. Life Insurance 1 times salary not to exceed \$100,000.**

Healthcare, Dental and Vision are provided to individual employees on the day employees become eligible for benefits pursuant to the terms of the applicable plans. Employees are eligible for standard health benefits at 100 percent on the day employees become eligible for health benefits. Employees will be required to contribute towards the cost of healthcare, dental and/or vision premiums at the then Board-approved rates of contribution. For information regarding the current rates of contribution, typically based on the years of work at UPK5CCS, please contact HR.

Employees should contact the HR to better understand when domestic partner coverage may apply in their family.

Employees should contact HR when they may need short or long term disability absences to ensure the employee receives timely benefits.

UPK5CCS and, if applicable, the benefit plan administrators or insurance companies, reserve the maximum discretion permitted by law to administer, amend, interpret, modify, discontinue, or enhance, in whole or in part, any or all of the provisions of the benefits and benefits plans described above. Further, in accordance with applicable law, UPK5CCS reserves the exclusive right, power, and authority, in its sole and absolute discretion, to administer, apply, and interpret the benefit plans described above, and to decide all matters arising in connection with the operation or administration of such plans.

Nothing contained in the policy described above shall be held or construed to create a promise of employment or future benefits, or a binding contract between UPK5CCS and its employees, retirees, or their dependents, for

benefits or for any other purpose. All employees shall remain subject to discharge or discipline to the same extent as if these plans had not been put into effect.

Employees who opt out of medical benefits may be eligible for a small allowance based on Board approval.

TUITION BENEFIT

UPCS K-5 employees entering their 3rd year of full, consecutive year of employment at UPK5CCS may be entitled to tuition reimbursement benefits. If an employee voluntarily terminates employment with UPK5CCS prior to working 2 full school years after receiving tuition reimbursement, the employee will be required to repay tuition on a prorated basis. Tuition reimbursement benefits cannot exceed the equivalent of tuition of credits for one degree over the course of an employee's employment with UPK5CCS. Also, once approved, requests for tuition reimbursement must be made each year by February 1 (for the upcoming school year) for budgeting purposes. Tuition reimbursement is a benefit for those programs that directly enhance one's current job position at the School as approved by the CEO/Principal. Tuition reimbursement shall not exceed the equivalent of nine (9) credit hours/year at the University of Pittsburgh's tuition rate per credit hour. Normally, tuition benefits are awarded on a first come, first serve basis as long as the budget permits. When there are too many requests for the budget, the Principal will determine who can access the Tuition Benefit Program. The decision may be based on needs of the School, seniority and/or work performance and will not be made on the basis of an employee's race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other characteristic protected under federal, state or local law. Interested employees must contact HR for the appropriate forms (Tuition Benefit Request Form/Reimbursement Form). This benefit can be changed at any time at the discretion of UPK5CCS.

RETIREMENT PLAN

UPK5CCS employees may be eligible for membership in the Pennsylvania Public School Employees' Retirement System, subject to the provisions of the Pennsylvania Public School Employees' Retirement Code (24 Pa. C.S. §§ 8101-8534) or the alternative PenServ Plan. Employees should check with the HR regarding their eligibility.

TERMINATION FROM EMPLOYMENT

When an employee terminates employment from UPK5CCS, the following occurs: Unused vacation and unused paid time off will not be paid out to the employee upon termination from employment. Where applicable, medical benefits will end on the last day of the month of the termination. Employees may be asked to participate in an exit interview with the HR. Finally, any and all UPCS K-5 property, including supplies, resources and other materials purchased by UPCS K-5 to assist the employee in performing their role, may not be removed as these items remain the property of UPCS K-5 and any such items should be returned to UPCS K-5 immediately upon termination.

TB TEST and Physical

A tuberculosis (TB) test and physical are also required for all employees in accordance with applicable law.

CLEARANCES

All employees must demonstrate and maintain a clear record with respect to convictions of certain crimes and other offenses, as set forth in Section 1-111 of the Pennsylvania School Code under Act 151 (Child Abuse Clearance), Act 34 (Federal Criminal History Background Check), and as of April 2006, Act 114 (FBI Fingerprinting Clearance), and in accordance with applicable federal, state and local law. Any convictions will be analyzed in accordance with applicable law and an individualized assessment will be conducted under applicable law.

Employees must also obtain, complete and submit Act 168 Forms relating to any applicable former and current employers who are schools or where there was direct contact with children. Employment at UPK5CCS will be dependent upon successful result of the required clearances at the school level (not the school district level) and

submission of required Act 168 Forms. Please refer to the Act 168: Requirements and Form Policy in this Handbook for further information.

REQUIRED CLEARANCES

1. Act 151 Child Abuse History Clearance
2. Act 34 Federal Criminal History Background Check
3. Act 114 FBI Fingerprint Clearance

Copies of clearances, results of the TB test and physical must be turned in to HR for recordkeeping purposes. These are required on the first day of employment for new hires. Clearances are currently required to be renewed every five years; employees will be notified by the HR when these are required.

IMMIGRATION AND REFORM ACT

All new employees are required on their first day of employment to provide proof of eligibility to work in the US. Employees have the flexibility to provide the government issued documents as outlined in the Immigration and Report Act procedures and a copy will be provided to them on their first day of employment. New hires will have up to 3 days to provide the documents and if they are unable to do so, termination will result.

PROFESSIONALISM

It is the expectation of all UPK5CCS Employees to act, dress and speak in a professional and respectful manner at all times. Being a role model for students is a priority in the daily work of dealing with students. Members of the UPK5CCS Staff are expected to build positive relationships among themselves, the students and parents. It is expected that each employee adopt the UPK5CCS philosophy of “Building a Professional Learning Community.”

PROFESSIONAL DEVELOPMENT

All professional staff are required to participate in professional development as outlined in PDE Act 48 and the UPK5CCS Professional Development Program. It is expected that all employees attend days of professional development whenever they are scheduled. Employees may only use leave on these days in emergency situations and with the prior approval of the Principal. Unless an emergency arises, any absence on a day of professional development will require proof or documentation to support the absence, unless otherwise not required under applicable leave laws.

PERFORMANCE EVALUATION

UPK5CCS supports the professional growth and development of its employees to build leaders who help the students create their individualized pathway for success.

Merit pay is jointly established between the employee and Principal or supervisor at the start of the school year. These guidelines will help to ensure that UPK5CCS and the employees focus on what is important for their mutual success.

All employees will be provided with an annual year-end performance evaluation from the Principal and/or designee. Performance evaluations for all leadership are also conducted annually. The purpose of the performance evaluations is to provide employees with feedback about performance, assist employees with professional growth and development, and work to correct any performance deficiencies. Administrators will be measured against the PDE process and may not have smart goals.

The classroom performance of all teaching staff will be observed and evaluated throughout the school year. Observations may be formal or informal and may occur randomly.

PLAN OF IMPROVEMENT AND CONDUCT EXPECTATIONS

In their personal conduct, employees are expected to observe rules of honesty, safety and so forth, and to refrain from any action which would be viewed as unacceptable or unsafe workplace conduct.

Examples of unacceptable workplace conduct include but are not limited to:

1. any act of dishonesty related to the School
2. engaging in or provoking any act of physical violence or damaging UPK5CCS property or the property of another
3. any act of insubordination, i.e. refusing to follow the directive of a supervisor
4. possession, use, or sale or offering of alcohol or drugs on UPK5CCS premises during work time or reporting for work under the influence of drugs or alcohol
5. possession of weapons of any kind on School property and/or while conducting school business
6. misuse of UPK5CCS property or removal of UPK5CCS property from the premises without express authorization
7. conduct violating UPK5CCS's Anti-Harassment Policy
8. falsification of UPK5CCS records, including timesheets, employment applications and/or benefit applications
9. unauthorized disclosure, use or theft of UPK5CCS's confidential or proprietary information in violation of UPK5CCS's Confidentiality Policies and Procedures, and/or in violation of applicable law
10. excessive lateness or absenteeism
11. bullying other employees, staff, students and/or community members including threatening employees and/or students.

The above list serves as general guidelines, and is not intended to be all-inclusive of conduct or actions warranting discipline.

We know that the great majority of our employees will voluntarily comply with these rules. In dealing with those who do not, UPCS K-5 has adopted the following Plan of Improvement.

Plan of Improvement is a process that is designed to formally address and remedy both unacceptable employment-related conduct and job performance below an acceptable level compared to the predetermined smart goals in a fair and constructive manner. Most problems should initially be handled through informal counseling between the employee and the immediate supervisor; however, if this approach does not result in satisfactory improvement, the matter may be reviewed by the Principal or designee, or if the problem is of a serious nature requiring immediate attention, the Plan of Improvement will generally be followed. If the Board of Trustees, CEO, or Principal determine that the problem is of such a severe nature that the Plan of Improvement is not appropriate, however, it will not be necessary to apply the policy and immediate termination from employment may result.

The Principal or designee will document the problem in either discussion or written format. A written Plan of Improvement may be completed by the Principal or designee, with input from the employee. The employee shall be provided an opportunity for written comments on the form. Both the Principal or designee and the employee shall sign and date the document. Until the problem is corrected, the employee and the Principal or designee should meet at least every 14 calendar days to discuss progress. Progress toward the goal(s) will be noted on the Plan of Improvement Form at each meeting and the notation initialed by both the employee and the immediate supervisor. In the event that the employee has met the goal(s) of the Plan of Improvement and a period of 18 months has passed without recurrence, the document will be removed from the employee's personnel file, unless the Plan of Improvement is regarding violation of safety rules, the EEO Policy, or the Anti-Harassment Policy.

If the problem recurs, the Plan of Improvement Plan will be reviewed, modified if necessary, and reinstated. If at any time during this process, the Principal or designee determines that the employee is not making reasonably

satisfactory progress toward meeting the goal(s) of the Plan of Improvement Plan, the Principal will recommend to the Board of Trustees that the individual's employment be terminated. If at any time the employee believes he or she is not receiving appropriate guidance from the Principal or designee, he or she is encouraged to employ the Open Door procedures regarding his or her concerns.

If the Board of Trustees/CEO and the Principal determine that an employee may pose a threat to the students, staff, visitors, the School, or self, the employee may be suspended during the investigation. If such actions are substantiated and/or when appropriate, the Board of Trustees/CEO will typically terminate the individual's employment.

The process applies also to performance or discipline problems exhibited by the Principal, with the Board of Trustees/CEO acting as supervisor.

The list of misconduct and Plan of Improvement described in this policy serve as general guidelines, and are not intended to be all-inclusive of conduct or actions warranting discipline. Depending on the particular situation, such as circumstances involved, severity of violation, employee's work record and disciplinary history, management in its discretion reserves the right to determine and take appropriate disciplinary action, without following the process set forth in this policy, up to and including the immediate termination of an employee's employment.

NOTE: Any employee on a written Plan of Improvement, will not be eligible for the Merit Pay.

REDUCTION IN FORCE

If and when, in the judgment of UPK5CCS, it becomes necessary to implement a staff reduction, staff will be reduced based upon relative qualifications and performance by job classification.

CONFIDENTIALITY OF PROPRIETARY AND PERSON-SPECIFIC INFORMATION AND DOCUMENTS

In order to remain competitive, UPK5CCS must protect the confidentiality of its proprietary information. Therefore, dissemination, disclosure of or access to UPK5CCS's confidential proprietary information which includes, but is not limited to, UPK5CCS financial reports, future business performance and business plans, business and brand strategies, information which is or relates to UPK5CCS trade secrets, strategic plans, marketing strategies, costs for goods, internal databases containing information regarding students, computer software and programming, sensitive data such as social security numbers, driver's license numbers, health information, and/or pricing information is strictly prohibited. This includes UPK5CCS email, paper documents and employee or student specific information. This policy does not prohibit UPK5CCS employees from discussing their own terms and conditions of employment in accordance with applicable law.

Employees should close all computer programs and files at the end of the day and shut down the computer and other technical devices. This helps to ensure unauthorized access is not permitted as stated above.

Aside from absences and emergencies, Administrators are not to use personal cell phones for UPK5CCS business.

OUTSIDE EMPLOYMENT

UPK5CCS recognizes the fact that many of its employees possess skills and talents that make them specialists in a particular area of education and as such, may be invited to perform services outside UPK5CCS. In those instances where the outside work may conflict with the individual's UPK5CCS job responsibilities or work schedule/time, approval is needed from UPK5CCS Principal. Employees are prohibited from engaging in outside employment during their regular working hours and during any required school event or activity. While UPK5CCS employees are permitted to engage in outside employment, they must ensure that:

1. the outside work does not interfere with their UPK5CCS assignments;

2. the work performed is done on days and times for which the staff member is not expected to be working for UPK5CCS;
3. no UPK5CCS materials, supplies, equipment, personnel or other resources are involved in the consulting activity; and intellectual property obtained through UPK5CCS directly or indirectly provided by or for UPK5CCS, shall not be used to earn compensation from outside employment.

Failure to adhere to this policy may result in discipline up to and including termination of employment.

INTELLECTUAL PROPERTY

UPK5CCS maintains all rights and copyrights associated with inventions, methods, and materials that employees developed through their employment at UPK5CCS or through the use of UPK5CCS systems or materials. This policy does not preclude employees from developing inventions or patents in areas not related to the inventions, methods, materials or services offered by UPK5CCS on the employee's own personal time.

Anyone terminating employment with UPK5CCS must immediately return all UPK5CCS materials, assets and records (both originals and copies) including but not limited to notebooks, computers, cell phones, files, documents, teaching materials and any other UPK5CCS property in his/her possession. UPK5CCS may, in its discretion, initiate formal process and/ or legal action, as necessary, to recover unreturned property.

ANTI-HARASSMENT POLICY

Harassment based on race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected under federal, state or local law is a violation of UPK5CCS policy and is strictly prohibited. This prohibition applies to conduct both at UPK5CCS facilities and at other UPK5CCS -related settings, including the UPCCSK5 virtual classrooms and virtual platforms, settings such as educational trips, athletics, business trips and business-related social events, including informal social events. Any employee who violates this policy will be subject to disciplinary action, up to and including termination from employment without further warning.

Sexual harassment is one form of prohibited harassment. Please see Title IX Policy below regarding allegations of sexual harassment. For the purposes of this policy, sexual harassment is defined as unwelcome verbal or physical conduct of a sexual or romantic nature when: (1) submission to or rejection of this conduct is made, either explicitly or implicitly, a term or condition of an individual's employment; or (2) submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Examples of sexual harassment include, but are not limited to: any request made, directly or indirectly by suggestive comments, for sexual favors in exchange for getting a job or favorable job treatment or avoiding termination from employment or other unfavorable job action; coerced sexual acts and sexual assaults. Other examples of sexual harassment include the following conduct when it is unwelcome and severe or pervasive: unwelcome sexual advances and propositions; remarks, obscene gestures, jokes, rumors or verbal abuse of a sexual nature; graphic commentary about your own or someone else's body, sexual prowess, sexual deficiencies or sexual behavior; teasing or sexual remarks about a coworker or a student enrolled in a predominantly single-sex class; repeated flirtations; leering; wolf whistles; touching of a sexual nature; sexually explicit email or voice mail, displaying obscene or sexually-suggestive pictures, objects or materials, or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment. It may range from inappropriate sexual suggestions to coerced sexual relations.

For the purposes of this policy, other prohibited harassment includes verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected

under federal, state or local law. Examples of such prohibited harassment include, but are not limited to: racial or ethnic epithets, slurs and threats; displaying or circulating objectionable objects, pictures or materials; telling jokes that insult or denigrate persons, or other conduct directed toward a person based on his/her race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected under federal, state or local law which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

This policy covers all UPK5CCS employees, guests, and other persons who conduct business with UPK5CCS, whether for compensation or not. UPK5CCS encourages reporting of all incidents of prohibited harassment, regardless of who the offender may be. The harasser may be the individual's employer, supervisor, co-worker, or other third party.

If you witness or experience any conduct you believe to be prohibited by this policy, you should immediately report the situation in writing to the UPK5CCS Principal or any member of UPK5CCS Administrator. All reports of harassment prohibited by this policy will be promptly investigated. All investigations will be kept as confidential as possible, consistent with the need to conduct a thorough investigation and in compliance with applicable federal, state and local law. The School does not permit any form of retaliation against an employee for making a good-faith report of conduct believed to violate this policy. Where the investigation reveals that this policy has been violated, appropriate Plan of Improvement, including discipline up to and including termination from employment, will be taken.

Employees should also refer to the Anti-Discrimination Policy in this Handbook as well.

ANTI-DISCRIMINATION POLICY

A. Statement of Policy

UPK5CCS declares and reaffirms a policy of equal educational and employment opportunity and non-discrimination in its employment and educational programs and all other activities it operates both on and off UPK5CCS property. Accordingly, it is the policy of UPK5CCS that discrimination, in any form, including harassment, on the basis of race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected under federal, state or local, by employees, students, and third parties/visitors will not be tolerated. It is also the policy of UPK5CCS that retaliation against any person who has filed a complaint of discrimination or who has assisted or participated in any manner in the investigation and resolution of a complaint of discrimination is prohibited and subject to disciplinary action. Anyone believing he/she has been the victim of or a witness to, or otherwise has reason to believe or become aware of, discrimination by, or involving, any member of the UPK5CCS community, guests, or visitors on UPK5CCS property or any property controlled by the UPK5CCS, including off-campus UPK5CCS - sponsored events, should report the incident as soon as possible after the conclusion of the incident to UPK5CCS's Title IX Coordinator. Additionally, individuals may, at any time, contact the Department of Education Office of Civil Rights or the local police to file a criminal complaint.

UPK5CCS will respond promptly to all complaints of discrimination and retaliation. Immediate and appropriate Plan of Improvement will be taken when it is determined that discrimination has occurred.

Any employee who violates this policy will be subject to disciplinary action, up to and including termination from employment without further warning, and may be subjected to personal liability.

UPK5CCS does not discriminate on the basis of sex in its educational programs and in other activities operated by the UPK5CCS and is required by Title IX, and specifically 34 C.F.R. Part 106.9, not to discriminate in such a manner. This extends to employees of and applicants for employment or admission to UPCS K-5 as well as all students. Inquiries concerning the application of Title IX may be directed to the Title IX Coordinator for UPCS K-5 or to the Assistant Secretary for the Office of Civil Rights of the Department of Education.

Contact information for UPCS K-5's Title IX Coordinator is as follows:

William C. Wade
Chief Executive Officer
Urban Pathways Charter Schools
925 Penn Avenue
Pittsburgh, PA 15222
(412) 392-4075

Contact information for the Department of Education Office of Civil Rights is as follows:

Philadelphia Office for Civil Rights
U.S. Department of Education
100 Penn Square East, Suite 505
Philadelphia, PA 19107

B. Applicability

This policy covers all UPK5CCS employees, agents and other persons who conduct business with UPK5CCS as well as all students. UPK5CCS encourages reporting of all incidents of prohibited discrimination, regardless of the identity of the offender. The alleged offender may be the individual's employer, supervisor, co-worker, or other third party.

C. Discrimination and Harassment Defined

UPK5CCS does not tolerate discrimination of any kind. For the purposes of this Policy, prohibited discrimination includes harassment. Harassment is defined as verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his or her race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected under federal, state or local law. Examples of such prohibited harassment include, but are not limited to: racial or ethnic epithets, slurs and threats; displaying or circulating objectionable objects, pictures or materials; telling jokes that insult or denigrate persons, or other conduct directed toward a person based on his/her race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other category protected under federal, state or local law which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Sexual harassment is one form of prohibited harassment. Please see Title IX policy below regarding allegations of sexual harassment. For the purposes of this policy, sexual harassment is defined as unwelcome verbal or physical conduct of a sexual nature when: (1) submission to or rejection of this conduct is made, either explicitly or implicitly, a term or condition of an individual's employment or academic status; or (2) submission to or rejection of such conduct by an individual is used as a basis for employment or academic decisions affecting such individual; or (3) such conduct has the purpose or effect of substantially or unreasonably interfering with an individual's work or educational performance or creating an intimidating, hostile or offensive work or educational environment.

Sexual harassment can take many forms. Examples of sexual harassment include, but are not limited to:

1. any request made, directly or indirectly by suggestive comments, for sexual favors in exchange for getting favorable treatment or avoiding unfavorable treatment;
2. unwelcome sexual advances and propositions;
3. coerced sexual acts and sexual assaults;
4. intentional and undesired physical contact;

5. repeated, unwelcome requests for dates;
6. sexually explicit language, including sexual joking, vulgar or offensive conversation or jokes;
7. sexually explicit writings, including emails, texts, and other social media messages;
8. unwelcome remarks, obscene gestures, jokes, rumors or verbal abuse of a sexual nature;
9. graphic commentary about your own or someone else's body, sexual prowess, sexual deficiencies or sexual behavior;
10. repeated flirtations;
11. leering;
12. whistling;
13. touching of a sexual nature;
14. sexually explicit phone conversations or voice mail;
15. the display of obscene or sexually-suggestive pictures, objects or materials; and
16. other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

Other forms of sexual harassment include: bullying, cyber bullying, stalking, and relationship violence.

For purposes of the above, in order for an action to not be considered a form of sexual harassment, there must be clear, knowing and voluntary consent. Consent means an informed, freely given agreement, communicated by clearly understandable words or actions, to participate in sexual activity. Consent cannot be inferred from silence, passivity, or lack of active resistance. By definition, there is no consent when there is a threat of force or violence or any other form of coercion or intimidation – physical or psychological. Consent to any one form of sexual activity cannot automatically imply consent to any other forms of sexual activity. Previous relationships or prior consent cannot imply consent to future sexual acts. In order to be consent, the individual must be of legal age and should not be mentally or physically incapacitated. To be considered “consent,” the following elements must apply:

1. The consent must be clear, knowing, and voluntary;
2. The individual giving consent must be active, not passive. Silence, in and of itself, cannot be interpreted as consent;
3. If consent is given by words or actions, the words or actions must create mutually understandable clear permission regarding willingness to engage in (and the conditions of) sexual activity.

D. Consensual Relationships

There are inherent risks in any romantic or sexual relationship between individuals in unequal positions (such as teacher and student, supervisor and employee). These relationships may be less consensual than perceived by the individual whose position confers power. The relationship also may be viewed in different ways by each of the parties, particularly in retrospect. Furthermore, circumstances may change, and conduct that was previously welcome may become unwelcome. Even when both parties have consented at the outset to a romantic or sexual involvement, this past consent may not remove grounds for a later charge of a violation of applicable sections of the faculty/staff handbooks. For the personal protection of members of the UPK5CCS community, relationships in which power differentials are inherent (faculty-student, staff-student, administrator-student) are strongly discouraged. Consensual romantic or sexual relationships in which one party maintains a direct supervisor or evaluative role over the other party are unethical and not condoned by UPK5CCS. Therefore, persons with direct supervisor or evaluative responsibilities who are involved in such relationships must bring those relationships to the timely attention of their supervisor, and will likely result in the necessity to remove the employee from the supervisor or evaluative responsibilities, as detailed in the Employment of Relatives/Individuals in Close Personal Relationships Policy, or shift the student out of being supervised or evaluated by someone with whom they have established a consensual relationship.

E. Retaliation

Retaliation is conduct causing any interference, coercion, restraint, or reprisal against a person complaining of discrimination or against a person assisting in any way in the investigation and resolution of the complaint. Retaliation is a violation of this Policy and will not be tolerated. Appropriate disciplinary action will be taken against any person found to have participated in any acts of retaliation. Persons who feel they have been subjected to retaliation for filing a complaint of discrimination or for assisting with resolution of a complaint are encouraged to report this in writing to the Principal.

F. Confidentiality

UPK5CCS desires to create a safe environment in which individuals are unafraid to discuss concerns. Therefore, UPK5CCS will always maintain confidentiality to the extent possible and as permitted under federal law, including the Clergy Act and the Crime Victims Protection Act, as well as state and local law. However, confidentiality of the allegations and the identity of the complainant cannot be guaranteed because UPK5CCS must also consider fairness to the individual accused as well as the safety and welfare of all members of the UPK5CCS community. These considerations may require UPK5CCS to disclose the allegations and the identity of the complainant to the accused and to other UPK5CCS officials. Furthermore, UPK5CCS may need to make reports and/or disclosures to law enforcement or investigative agencies as necessary.

G. Complaint Procedure

The UPK5CCS Principal's office is responsible for investigating allegations of harassment. Specifically regarding allegations of sexual harassment, please see the Title IX policy procedures below. Every effort will be made to investigate and resolve the complaint as soon as possible, unless extraordinary circumstances hinder the ability to resolve the complaint in an efficient manner. The amount of time that it will take to complete the investigation will depend on the particular circumstances. The individual in the UPK5CCS Principal's office tasked with resolving the complaint ("investigator") will provide periodic status updates as the investigation and resolution of the complaint proceeds.

1. Once an individual decides to report the alleged discriminatory conduct ("complainant"), UPK5CCS will attempt to resolve the complaint using an informal method. In situations involving sexual assault, however, UPK5CCS will not permit mediation to be used to resolve the complaint. At any time during the informal process, the complainant may elect to stop the informal process and proceed through the formal process.
2. Should the complainant elect to proceed formally when initially reporting the alleged discriminatory conduct, or elect to stop the informal process and proceed formally, the complainant is encouraged to submit a formal complaint in writing detailing in a clear and concise manner the alleged incident, including when, what, and where it occurred; whether there were any witnesses; and the desired remedy sought. Any supporting documentation or records should be attached to the formal complaint.
3. Upon receipt of the formal complaint, the investigator will determine whether any intermediate remedial actions are necessary. Intermediate remedial actions include, but are not limited to, separating individuals from classes, extracurricular activities, and other school functions and/or administrative leave pending an investigation.
4. Also upon receipt of the formal complaint, the investigator will determine the policies allegedly violated, notify the accused party of the complaint and begin conducting a thorough investigation. The investigation may include interviews of any and all of the following: the complainant, the accused, any witnesses, and anyone else who might have information that may be helpful. The investigation will also include a review of the relevant data and documents.
5. Upon conclusion of the investigation, the investigator will present a written report to the CEO. The CEO may request to re-interview any of those individuals previously interviewed or may request

additional information. The CEO will determine the outcome of the investigation based on the facts presented, using a preponderance of the evidence standard.

6. The CEO will then determine the course of any disciplinary action if appropriate.
7. The complainant and the accused individual(s) will be notified in writing of the outcome of the investigation, consistent with applicable federal, state, and local law and as appropriate.
8. UPK5CCS reserves the right to amend this procedure depending on the nature of the complaint and the information learned after beginning the investigation to avoid potential conflicts of interest and resolve any other issues that may arise during the investigation.

H. Sanctions

Any individual found to be in violation of this Policy may be subject to discipline, up to and including termination. UPK5CCS reserves the right to broaden or lessen any sanction in the case of serious mitigating circumstances or egregiously offensive behavior.

I. Appeal Process

The complainant and the accused individual have a right to appeal the decision. The grounds for appeal include:

1. A claim of error in the investigation or complaint process;
2. A claim of new evidence or information material to the case that was not available at the time of the investigation or complaint process is available, and such evidence could substantially impact the original finding or sanction. The appealing party must include a summary of the new evidence and its potential impact on the case; or
3. The sanctions imposed are substantially disproportionate to the severity of the violation.

Appeals must be submitted in writing to the President of the Board of Trustees as soon as possible and within seven calendar days (excluding weekends and holidays) after receipt of the outcome of the complaint process from the CEO. All appeals will be reviewed to determine if the appeal meets the limited grounds and is timely. The original findings and sanctions will stand if the appeal is not timely or substantively ineligible. If the appeal has standing, the documentation is forwarded to the full Board of Trustees for consideration and final decision. If the Board of Trustees determines that an error occurred or new evidence not available at the time of the original investigation is now available, the Board of Trustees may determine a new investigation is necessary and/or take other responsive action as deemed appropriate by the Board.

TITLE IX POLICY

Title IX of the Education Amendments of 1972, 20 U.S.C. §1681 *et seq.*, protects students and employees from discrimination based on sex in educational programs or activities that receive Federal financial assistance. Title IX states that:

No person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be to discrimination under any academic, extracurricular, research, occupational training, or other education program or activity operated by a recipient, which receives Federal financial assistance. This policy covers student-on-student as well as employee on student sexual harassment.

When Does Title IX Apply?

Title IX covers sexual harassment that happens in a school's "education program or activity." This includes locations, events, and circumstances where a school exercises substantial control over the context of the alleged harassment and the person accused of committing the sexual harassment.

Sexual Harassment

Title IX prohibits the following conduct on the basis of sex that satisfies one or more of the following:

- Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program or activity.
- School employee conditioning educational benefits on participation in unwelcome sexual conduct, otherwise known as "Quid pro Quo" harassment.
- "Sexual assault," as defined in 20 U.S.C. 1092(f)(6)(A)(v) "dating violence," as defined in 34 U.S.C. 12291(a)(10) "domestic violence," as defined in 34 U.S.C. 12291(a)(8), or "stalking" as defined in 34 U.S.C. 12291(a)(30)

Charter School's Response to Allegations/Knowledge of Sexual Harassment

Once the Charter School has actual knowledge of sexual harassment or allegations of sexual harassment, the Charter school must respond or take action.

The Charter School has "actual knowledge" when it has been given notice that a person may have been victimized by sexual harassment. Any person, whether the alleged victim or a parent, friend, or bystander, has the right to report sexual harassment to put the Charter school on notice. A report to any school employee will result in the Charter School having "actual knowledge." Further, Charter School personnel who personally witness sexual harassment can mean that the Charter School has "actual knowledge."

The Charter School cannot be "deliberately indifferent" in responding to a complaint of sexual harassment. That means that it cannot be "clearly unreasonable" in light of the known circumstances. Upon receipt of a complaint, the Title IX Coordinator must act promptly, and must provide the following information to the complainant:

- The availability of supportive measures
- The right to file a complaint
- How to file a complaint

Supportive Measures:

Supportive measures are free, individualized services designed to restore or preserve equal access to education, protect or preserve equal access to education, protect safety, or deter sexual harassment. A complainant does not need to file a formal complaint for him/her to receive supportive measures. Supportive measures are intended to support a student and are not punitive or disciplinary with respect to another student. These measures do not unreasonably burden any other person. Each student, the complainant and respondent, must have equal access to education prior to any determination of responsibility.

Examples of supportive measures include:

- Counseling
- Extension of deadlines
- Modification of work or class schedules
- Escort services
- Mutual restrictions on contact between individuals

The Title IX Coordinator is responsible for implementing these supportive measures and must consider the alleged victim's wishes when it comes to requests for supportive measures. Generally, these measures must remain confidential.

Title IX Coordinator:

Per Title IX federal funding mandates, the Charter School shall designate a Title IX Coordinator whose duties will include:

- (a) receiving reports from victims and third parties of sexual discrimination or sexual harassment in person or by mail, telephone, email, or any other means that results in the Title IX Coordinator receiving the report at any time, including nonbusiness hours;
- (b) oversee mandated (seven-year) recordkeeping regarding investigations, appeals, informal resolutions, and training for Coordinator, investigators and decision-makers on the definition of sexual harassment in the Final Rule, the application of the Title IX policy, how to make relevancy determinations (including how to apply rape shield protections for complainants), the Charter School's education program or activity, and the grievance process, including how to conduct investigations, hearings (including technology for live hearings), appeals, informal resolution processes, how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
- (c) maintaining current contact information in Charter School's nondiscrimination notices and website;
- (d) ensuring Charter School is compliant with Title IX, coordinating the investigation and disciplinary process and looking for patterns or systematic problems with compliance to ensure Charter School fulfills federal obligations;
- (e) signing formal complaints alleging sexual harassment;
- (f) receiving notice of sexual harassment or allegations of sexual harassment (or authorized Charter School representative authorized to institute corrective measures), triggering actual knowledge designation;
- (g) upon receipt of a complaint, providing prompt info to complainants about availability of supportive measures, the right to file a complaint and how to file a complaint and consideration of complainant's wishes regarding supportive measures;
- (h) ensuring the Charter School grievance process and the Title IX Coordinator, investigator, decision-maker and facilitator of an informal resolution process is free of conflicts of interest or bias against a party;
- (i) dismissing a complaint (1) when complainant provides written notice to the Title IX Coordinator to do so, (2) when allegations do not constitute sexual harassment, (3) if the allegations did not occur in the Charter School's educational program or activity, (4) if the allegations did not occur in the United States, (5) if respondent is no longer enrolled or employed by the Charter School, or (6) when specific circumstances prevent the gathering of evidence sufficient to reach a determination;
- (j) coordinating Charter School efforts to comply with Title IX; and
- (k) respecting a complainant's wishes regarding whether the Charter School investigates, unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the wishes of the complainant is not clearly unreasonable in light of the known circumstances;

The Charter School's Title IX Coordinator's duties do not include:

- (a) the ability to be named the decision-maker tasked with issuing a written determination regarding responsibility with findings of fact, conclusion about whether the alleged conduct occurred, rationale for the result as to each allegation, any disciplinary sanctions imposed on the respondent and whether remedies will be provided to the complainant (Title IX Coordinator or the investigator cannot be named decision-maker);
- (b) the ability to be named as the decision-maker on any appeal (cannot be the same person as the initial decision-maker on the formal complaint, the investigator, or the Title IX Coordinator);
- (c) any other job responsibility that creates a conflict of interest with responsibilities under Title IX;
- (d) becoming a complainant or a party during the grievance process upon the signing of a formal complaint; and
- (e) a requirement that the Title IX Coordinator file a formal complaint any time the Charter School received notice of multiple reports against a particular respondent and corresponding safe harbor.

Grievance Procedures

Procedures outlining the Title IX Grievance Process that are consistent with this policy and final rules from the United States Department of Education follow the below Retaliation section.

The Charter School will follow a grievance process that complies with the Final Rule before the imposition of any disciplinary sanctions or other actions that are not supportive measures against a respondent.

The Charter School will not restrict rights protected under the U.S. Constitution, including the First Amendment, Fifth Amendment, and Fourteenth Amendment, when complying with Title IX.

The Charter School will investigate sexual harassment allegations in any formal complaint, which can be filed by a complainant, or signed by a Title IX Coordinator.

It is the policy of the Charter School during the grievance process to treat complainants and respondents equitably. That includes providing remedies to a complainant if a respondent is found responsible, and by following these policies in imposing discipline on the respondent.

The Title IX Coordinator shall be capable of conducting a thorough and complete investigation and shall seek advice and assistance from the Board of Trustees if the Title IX Coordinator believes that he or she lacks the capacity to conduct a thorough and complete investigation of the alleged misconduct. If the Title IX Coordinator or the CEO is the one accused of sexual harassment, or the Title IX Coordinator has bias or a conflict of interest, the Board will appoint a qualified individual who is not employed by the Charter School to conduct the investigation.

If the Title IX Coordinator submits the complaint, the Title IX Coordinator must recuse him/herself from the investigation and allow the Board to appoint a qualified individual who is not employed by the Charter School to conduct the investigation.

Once the Title IX Coordinator completes his/her investigatory report, the case will be turned over to a neutral decision maker for the hearing process. A neutral decision maker must be a person(s) who is free from all conflicts of interest or bias for or against complainants or respondents and must receive special training about how to be impartial and how to decide what evidence is relevant.

A school can remove a respondent from the Charter school's educational programs or activities on an emergency basis if the respondent poses an immediate threat to anyone's physical health or safety. If the respondent is an employee, the Charter school may place the employee on administrative leave pending the investigation.

No one will be forced, threatened, coerced, or discriminated against for choosing not to be a part of this grievance process.

Both complainant and respondent have equal rights throughout the entire investigation and hearing process, including, but not limited to, the opportunity to present witnesses and evidence, including expert witnesses, as well as inculpatory and exculpatory evidence. The Charter School will further comply with all disability laws to ensure that all participants are appropriately accommodated.

Publishing Requirements of this Policy:

The Charter School will disseminate a notice of nondiscrimination, which the U.S. Department of Education recommends should specify that sexual harassment and violence are prohibited. Such notice shall appear in the Charter School's student handbook and/or code of conduct, on the Charter School's website, and be available in print on campus so that school members may understand its purpose and utility and include enough detail in the policy so that members of the community realize that sexual harassment and sexual violence are prohibited forms of sex discrimination.

The Charter School will adopt and publish a grievance procedure outlining the complaint, investigation, and disciplinary process for addressing sex discrimination, sexual harassment, and sexual violence occurring within educational programs. This process should address discrimination perpetrated by students, employees, or third parties. Additionally, school security and/or law enforcement personnel must notify victims of their rights to use the Charter school's grievance procedure in addition to being able to file a criminal complaint.

This grievance procedure requires the Charter school's process be "prompt and equitable," meaning it must be a timely response to discrimination and provide both parties equivalent rights during the disciplinary process rather than having one-sided due process. For example, if the accused student is given a right to have an attorney present, so may the accusing student.

While sexual misconduct complaints may be resolved through informal mechanisms, such as mediation, students are not required to use informal methods of grievance resolution and should not be pressured into such a process.

The Charter School will provide educational and awareness programming on sexual harassment and discrimination. The Charter School must address hostile educational environments created by sex discrimination, sexual harassment, and sexual violence school-wide. Addressing a hostile environment means remedying a current situation, addressing its effects, and preventing its recurrence in the future.

The Charter School will maintain and make publicly available on its website all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process (or available in response to a request from the public if it does not maintain a website).

The Charter School shall designate an individual as its Title IX Coordinator and publish the Coordinator's name, title, office address, email address and phone number on its website, notifying applicants for admission or employment, students, parents, legal guardians, employees, and unions of this designation. Designating one employee as the Title IX Coordinator ensures that students and employees know that notifying the Title IX Coordinator triggers the Charter School's legal obligations to respond to sexual harassment under the regulations.

Training

Title IX mandates that Charter School employees that address sexual violence complaints have appropriate training. The U.S. Department of Education (ED) recommends that teachers, campus security, administrators, counselors, nurses, cleaning staff, coaches, and others likely to receive reports be trained on how to identify and report sexual harassment and violence.

Per the Department of Education, the Charter School will:

- 1) Ensure that responsible employees with the authority to address sexual violence know how to respond appropriately to reports of sexual violence;
- 2) That other responsible employees know that they are obligated to report sexual violence to appropriate school officials; and
- 3) That all other employees understand how to respond to reports of sexual violence.

The Charter School will ensure that counselors and advocates understand the extent to which they may and will keep a report confidential.

The Charter School will provide training to all employees likely to witness or receive reports of sexual violence, including teachers, campus security, school administrators, school counselors, general counsels, athletic coaches, and nurses.

The Charter School will train responsible employees to inform students of:

- 1) The reporting obligations of responsible employees;
- 2) Students' option to request confidentiality and available confidential advocacy, counseling, or other support services; and
- 3) Their right to file a Title IX complaint with the Charter School and to report a crime to campus security or local law enforcement.

The Charter School will ensure that the Title IX Coordinator, investigator, decision-maker, and/or facilitator of an informal resolution process be free of conflicts of interest or bias against a party and that such Charter School Title IX personnel be trained on the application of the Title IX Policy, the definition of sexual harassment in the Final Rule, the scope of the Charter School's education program or activity, how to conduct an investigation and grievance process, including hearings (and technology to be used at a live hearing), appeals, and informal resolution processes, as applicable, and how to make relevancy determinations (and applying rape shield protections for complainants) and how to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias.

The Charter School shall maintain and make publicly available on its website all materials used to train Title IX Coordinators, investigators, decision-makers, and any person who facilitates an informal resolution process (or available in response to a request from the public if it does not maintain a website).

The training materials must be impartial and not rely on sex stereotypes.

Additionally, the Charter School will ensure that staff members are capable of providing culturally competent counseling to all complainants. It will ensure that its counselors and other staff who are responsible for receiving and responding to complaints of sexual violence, including investigators and hearing board members, receive appropriate training about working with Lesbian/Gay/Bi-sexual/Transgender and gender-nonconforming students and same-sex sexual violence.

The Charter School will also ensure that any reporting forms, information, or training about sexual violence be provided in a manner that is accessible to students and employees with disabilities, for example, by providing electronically-accessible versions of paper forms to individuals with print disabilities, or by providing a sign language interpreter to a deaf individual attending a training.

To ensure that students understand their rights under the laws cited herein, the Charter School will provide age-appropriate training to its students regarding Title IX and sexual violence. Training may be provided separately or as part of the Charter School's broader training on sex discrimination and sexual harassment.

The Charter School may include these education programs in its orientation programs for new students, faculty, staff, and employees, training for student athletes and coaches, and assemblies and "back to school nights." These programs will include a discussion of what constitutes sexual harassment and sexual violence, the Charter School's policies and disciplinary procedures, and the consequences of violating these policies.

The Charter School also will include such information in their employee handbook and any handbooks that student athletes and members of student activity groups receive. These materials will include where and to whom students should go if they are victims of sexual violence. These materials also will tell students and Charter School employees what to do if they learn of an incident of sexual violence.

Other Reporting Requirements in Compliance with Local and State Laws:

If the complaint involves sexual assault, rape or conduct of a criminal nature, the local Police Department shall be contacted and a report of the incident made by the Charter School, in accordance with law enforcement. A report must also be made by the mandatory reporter to ChildLine and the Department of Public Welfare in accordance with the Charter School's Board approved Mandatory Reporter Policy. If there is any question of whether the conduct complained of constituted criminal activity, the Charter School's Board Solicitor should be contacted immediately. Knowledge of a law enforcement investigation does not relieve the Charter School of its independent obligation to investigate the misconduct.

Documents regarding substantiated charges of sexual harassment shall be placed in the accused student's file. Documents regarding unsubstantiated charges shall not be placed in student files, but shall be maintained by the Board of Trustees in a confidential file established expressly for retaining Title IX complaints against students.

Retaliation:

Charging an individual with code of conduct violations that do not involve sexual harassment, but arise out of the same facts or circumstances as a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX constitutes retaliation.

The Charter School will keep confidential the identity of complainants, respondents, and witnesses, except as may be permitted by FERPA, as required by law, or as necessary to carry out a Title IX proceeding.

Complaints alleging retaliation may be filed according to the Charter school's prompt and equitable grievance procedures. The exercise of rights protected under the First Amendment does not constitute retaliation.

Charging an individual with a code of conduct violation for making a materially false statement in bad faith in the course of a Title IX grievance proceeding does not constitute retaliation; however, a determination regarding responsibility, alone, is not sufficient to conclude that any party made a bad faith materially false statement.

Title IX Complaint Procedures

A. Informal

When a Title IX Coordinator receives a complaint, the Title IX Coordinator may offer an informal resolution process. An informal resolution process is only appropriate if each party enters the process voluntarily and the respondent is a student. The Charter School will not force, threaten, or require any party, complainant or respondent, into participating in informal resolution.

The Charter School will provide a facilitator to oversee the informal resolution process who is free from conflicts of interest or bias, and who has received special training.

The Charter School will provide both complainants and respondents with notice of the allegations, notice of their rights, information about whether an informal process is confidential, and about withdrawing from the process.

Any party, at any time, can decide to stop participating in an informal resolution process and instead go to a formal process.

B. Formal

A formal complaint is an official document alleging sexual harassment. Any student (or any parent of a student) who believes that his or her Title IX rights have been violated may file a complaint requesting a formal investigation into the allegations. Formal complaints shall be taken in writing by the Title IX Coordinator and signed by the complainant. A formal complaint may be filed with the Title IX Coordinator in person, by mail, or by electronic mail at the Title IX Coordinator's posted contact information on the Charter School's website.

In cases where an alleged victim does not file a formal complaint, a Title IX Coordinator might file a complaint and initiate grievance procedures where discipline is appropriate.

A thorough and complete investigation shall be conducted by the Title IX Coordinator.

This investigation shall determine: (1) whether or not the conduct occurred; (2) whether the conduct constitutes a violation of this policy, and, (3) if the conduct was a violation, what actions the Charter School will take to end the violation.

To the extent possible and allowed by law, confidentiality shall be maintained within the confines of the investigation of the alleged prohibited behavior. All parties will be treated with dignity and due process. The Charter School is not allowed to access a party's personal records if they are maintained by a physician, psychiatrist, psychologist, or other professional for the purpose of treatment to the party, without consent.

C. Dismissals:

The Charter School must dismiss a complaint:

- That does not describe conduct that meets the definition of sexual harassment;
- That alleges sexual harassment that did not occur in the Charter school's educational program or activity;
- That alleges sexual harassment that did not occur in the United States.

The Charter School may dismiss a complaint:

- If the complainant notifies the Title IX Coordinator in writing that the complainant wishes to withdraw the formal complaint or some of its allegations;
- If the respondent is no longer enrolled or employed by the Charter school;
- If specific circumstances prevent the Charter school from gathering specific evidence sufficient to reach a determination about the allegation.

When the Charter School dismisses a formal complaint, or any allegations in it, the Charter School must promptly send written notice of the dismissal to the parties. That notice must also clearly state the reasons. The Charter School can still address dismissed Title IX complaints under the Student Code of Conduct, even if the misconduct is not sexual harassment under Title IX.

D. Conducting Investigations

The Title IX Coordinator receiving a complaint, including a Title IX complaint, shall take the details of the complaint in writing and have the complainant sign it. All Title IX complaints against a student shall be received, investigated and disposed of in accordance with the procedures set forth in this Policy.

- Upon receipt of the complaint, the Title IX Coordinator must provide the parties with written notice including the names of the parties, the date and location of the alleged misconduct, and a description of the alleged misconduct. The notice must further:
 - Provide the allegations and facts that would constitute sexual harassment
 - State the presumption of innocence
 - A statement that the parties are entitled to an advisor of their choice
 - A statement that the parties can request to inspect and review certain evidence
 - Provide information regarding the Charter School's Code of Conduct and penalties for false statements.
 - If additional allegations come to light, notice must be supplemented.
- The Title IX Coordinator shall meet with every complainant and respondent. The complainant may have his or her Parent(s) present during any such meeting. The respondent, if he or she is a student, shall also have the right to have his or her parent(s) present at any meetings with the Title IX Coordinator as well.
- The Charter School shall provide written notice of the date, time, location, participants, and purpose of all interviews, or other meetings, with sufficient time for the party to prepare.
- The Respondent is presumed not responsible during the investigation.
- From these meetings, the Title IX Coordinator will conduct an adequate, reliable, and impartial investigation of complaint(s), which includes interviewing and obtaining statements from any witnesses of both the complainant and alleged perpetrator, and the review of all evidence presented. Parties will be provided updates until a determination is made in writing.
- No information protected by a legal privilege, such as the attorney-client privilege, or the doctor-patient privilege, can be used during an investigation unless the person holding that privilege has waived it.
- After gathering evidence, the Charter School must prepare an investigative report on the allegations of the formal complaint. The report, along with physical evidence (including written witness statements), must be provided to the parties. The Charter School will give each party ten (10) days to respond to the evidence in writing. The Charter School will review and consider the response of any party before making a final determination. After allowing time for a response, the Charter School will then finalize the report and submit it to the parties at least ten (10) days prior to any determination of responsibility or a hearing.

E. Hearings/Final Determination of Responsibility

- Final Determinations of Responsibility will only be provided after a hearing.
- The Charter School has the option to hold a live hearing. If a live hearing is held, the complainant can request that he/she be in a separate room from the respondent, with technology allowing everyone to

see/hear each other. A court reporter will be present at a live hearing and a transcript will be provided to all parties at the conclusion of the hearing.

- The Charter School shall provide written notice of the date, time, location, participants, and purpose of the hearing, with sufficient time for the party to prepare.
- If a live hearing is held, the Charter School must provide each party with an advisor, of the Charter school's own choosing, free of charge, solely for the purpose of conducting cross examination on that party's behalf. No party is ever allowed to personally cross examine anyone. Live cross examination must only be done through an attorney or advisor provided by the Charter School.
- In the absence of a live hearing, the Charter School will provide the parties equal opportunity to submit relevant, written questions to each other, before the Charter School reaches a determination of responsibility. If a party refuses to answer any questions, the party must state the reasons why.
 - Questions and evidence about the complainant's prior sexual history are not relevant, except:
 - Where such information is offered to prove that someone other than the respondent committed sexual harassment
 - Where it relates to sexual behavior between the complainant and respondent and if offered to prove consent.
- If a party or witness chooses not to appear at a live hearing, or not to answer cross examination questions, the decision-maker excludes that party or witness's statements and evaluates any evidence that does not include those statements.
- A neutral decision maker, who did not prepare the investigatory report, will preside over the hearing and make the final determination of responsibility.
- The neutral decision maker will not make inferences about the determination regarding responsibility based on the fact that a party or witness did not come to the hearing or submit answers to cross examination.
- The neutral decision maker will make a determination on whether the respondent is responsible within sixty (60) days of the receipt of a complaint unless good cause is shown. Good cause can include law enforcement activities, the absence of a party or witness, the absence of a party's advisor of choice, or the need to provide language assistance or accommodation of a disability.
- The complaint will be decided using a preponderance of the evidence standard (i.e., it is more likely than not that sexual harassment or violence occurred).
- The determination will be in writing, and include:
 - The Charter School Policies that were violated
 - Standard of proof used
 - A description of the procedural steps that were taken by the Charter school
 - A findings of fact section
 - A section that draws conclusions after applying the facts to the applicable portions of the Charter school's policies
 - A statement and rationale for the ultimate determination of responsibility
 - Disciplinary sanctions that the Charter school will impose on the respondent
 - Possible remedies for the complainant (see supportive measures above)
 - A statement of the remedies provided to the complainant and rationale, addressing how those remedies will restore or preserve equal access
 - The right and procedure for each party to file an appeal.

- The determination will be provided to both parties simultaneously.
- Both parties have ten (10) days to file an appeal.
- Discipline for a respondent found responsible for sexual harassment can include but not be limited to in-school suspension, out-of-school suspension, or expulsion. If the Title IX Coordinator or the CEO believes that expulsion against an accused student may be appropriate, then a formal hearing shall be held pursuant to the Pennsylvania Code of Regulations, 22 Pa.Code §12.6 and §12.8. The formal disciplinary procedures contained in the Charter School's Code of Conduct shall be followed for such hearings to assure due process protection for the respondent.
- Even though FERPA limits disclosure of certain information in disciplinary proceedings, the Charter School will disclose information to the complainant about the sanction imposed on the perpetrator when the sanction directly relates to the complainant. This could include an order that the perpetrator stay away from the complainant, or that the perpetrator is prohibited from attending the Charter School for a period of time, or is transferred to other homeroom/classes in the Charter School building.
- The Title IX Coordinator is responsible for carrying out the remedies contained in the written decision.

F. Appeals

- Both the complainant and respondent are permitted to appeal a determination of responsibility.
- Appeals can be taken:
 - After a dismissal before the grievance process, whether mandatory or discretionary
 - At the end of the grievance process
- Grounds for Appeal
 - A procedural irregularity affected the outcome of the matter
 - New evidence has been discovered that was not reasonably available at the time of the determination on responsibility or dismissal
 - A conflict of interest on the part of a Title IX Coordinator, an investigator who compiled evidence, or a decision maker, and the conflict of interest affected the outcome
 - Additional grounds
- Appeals will be referred to the Charter School Board of Trustees, unless the Board has or is scheduled to preside over a formal disciplinary hearing pursuant to 22 Pa.Code §12.6 and §12.8. In those cases, the Charter School Board of Trustees will appoint a neutral hearing officer to hear appeals of a determination of responsibility who is 1) not an employee of the Charter school, 2) not the investigator of the complaint, and 3) not the neutral decision-maker who made the initial determination.
- Both parties will have equal opportunities to submit a written statement supporting or challenging the outcome to the Board of Trustees or neutral hearing officer
- After considering the parties' written statements, the Board of Trustees or neutral hearing officer must issue a written decision and send it to the parties simultaneously. This decision is final.

EMPLOYMENT OF RELATIVES/INDIVIDUALS IN CLOSE PERSONAL RELATIONSHIPS

Members of an employee's immediate family will be considered for employment on the basis of their qualifications. Immediate family may not be hired, however, if employment with UPK5CCS would:

1. Create a supervisor/subordinate relationship with a family member;
2. Have the potential for creating an adverse impact on work performance; or
3. Create either an actual conflict of interest, the appearance of a conflict of interest, or the appearance of impropriety.

For the purposes of this policy, immediate family includes: mother, father, husband, wife, son, daughter, sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, step-child, grandchild, grandparent, aunt, uncle, niece, nephew, and first cousin. This policy also applies to close personal relationships (which includes dating).

This policy must also be considered when assigning, transferring, or promoting an employee.

Employees who marry or establish a close personal relationship (which includes dating) may continue employment as long as it does not result in the above. If one of the conditions stated above should occur, attempts will be made to find a suitable position within UPK5CCS to which one of the employees will transfer. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If employees are unable or do not make such a determination, UPK5CCS will make the determination as to who leaves UPK5CCS's employment.

WHISTLEBLOWER POLICY

All employees of the Urban Pathways K-5 College Charter School ("UPK5CCS" or "Charter School") are subject to the obligations and protections of the Pennsylvania Whistleblower Law, 43 Pa.C.S. §§ 1421-1428. The Charter School will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding the employee's compensation, terms, conditions, location, or privileges of employment because the employee, or a person acting on behalf of the employee, makes a good faith report or is about to report to UPK5CCS or an appropriate authority an instance of wrongdoing, which is not merely technical or minimal, or an instance of substantial waste, abuse, misuse, destruction or loss of the funds or resources of the Charter School. UPK5CCS will not discharge, threaten or otherwise discriminate or retaliate against an employee regarding the employee's compensation, terms, conditions, location or privileges of employment because the employee is requested by an appropriate authority to participate in an investigation, hearing or inquiry held by an appropriate authority or in a court action.

A. Responsibilities of Board of Trustees

1. The Urban Pathways K-5 Charter School ("UPK5CCS") Board of Trustees ("Board") has established the following procedures to receive, retain, investigate and act on complaints and concerns of directors, officers, employees, and others regarding:
 - a. accounting, internal accounting controls, and auditing matters, including complaints regarding attempted or actual circumvention of internal accounting controls or complaints regarding violations of UPK5CCS's accounting policies (an "accounting allegation");
 - b. violations of, or noncompliance with, legal and regulatory requirements, including the Pennsylvania Sunshine Act (a "legal allegation");
 - c. violations of the Pennsylvania Ethics Act and Pennsylvania Nonprofit Law for directors, officers and employees (an "ethics allegation"); or
 - d. retaliation against directors, officers or employees who make reports concerning accounting allegations, legal allegations or ethics allegations or any director, officer or employee who participates in an investigation of any such reports (a "retaliatory act") (collectively "reports").

2. At the discretion of the Board, the Board's responsibilities created by these procedures may be delegated to the UPK5CCS Solicitor.

B. Procedures for Receiving and Investigating Reports of Wrongdoing

1. Whenever possible, Employees should make reports, in writing, of any perceived wrongdoing to the CEO. If the allegations of wrongdoing involve the CEO, the report should be made in writing to the President of the Board of Trustees. Only when the alleged wrongdoing involves the CEO and/or the Board of Trustees, reports may be made directly to the UPK5CCS Solicitor by email (kmckenna@mckennalawllc.com) or in writing to the attention of Kevin M. McKenna, Esq., McKenna Snyder, LLC, 350 Eagleview Blvd., Suite 100, Exton, PA 19341. The UPK5CCS Solicitor is authorized to receive and investigate any such reports received.
2. Any report received by a UPK5CCS Officer, Director or Employee from any source inside or outside UPK5CCS should be forwarded immediately to the UPK5CCS Solicitor.
3. If any such correspondence or report is received by the Solicitor, such correspondence or report will be forwarded to the Board President by the UPK5CCS Solicitor's office and marked as an urgent matter for consideration by the Board of Trustees. The President may, in her discretion, return any such report to the UPK5CCS Solicitor for scheduling and investigation in accordance with Paragraphs 4 and 6 below, or retain the matter for investigation by the Board in accordance with Paragraph 8 below. Ordinarily, the practice of the President will be to forward the report to the UPK5CCS Solicitor for investigation.
4. Promptly upon receipt, the UPK5CCS Solicitor will evaluate whether a complaint constitutes a report. If the UPK5CCS Solicitor deems the complaint a report, he or she will include the report on a written docket, summarizing in reasonable detail the nature of the report (including any specific allegations made and the persons involved); the date of receipt of the report; the current status of any investigation into the report; and any final resolution of the report. The UPK5CCS Solicitor will report any recent developments of items listed on the docket in reasonable detail to the President of the Board (and, if the President so directs, to the full Board) at, or in advance of, each regularly scheduled meeting, or more frequently, if warranted. All members of the Board will be provided full access to the docket and all information related to any reports received.
5. In the event a report involves or implicates the UPK5CCS Solicitor, the UPK5CCS Solicitor will promptly recuse him or herself from the investigation and inform the President of the Board in writing. The Board may, thereafter, promptly appoint impartial attorneys to investigate the report. Those attorneys will conduct an investigation of the report and report their conclusion to the Board consistent with this procedure.
6. If the UPK5CCS Solicitor determines that a complaint is a report, he or she will promptly investigate the report and communicate the results of the investigation in reasonable detail to the Board, including a description of the report, the steps taken in the investigation, any factual findings, and the recommendations for Plan of Improvement, if applicable. The UPK5CCS Solicitor shall provide such information regarding reports to the Board in addition to the regular updates on the status of the docket. The UPK5CCS Solicitor will have free discretion to engage outside auditors, counsel, or other experts to assist in the investigation and in the analysis of results. The UPK5CCS Solicitor may delegate investigatory responsibility to one or more persons, including persons who are not employees of UPK5CCS. All investigations will be conducted in a confidential manner, so that information will be disclosed only as needed to facilitate review of the investigation or otherwise as required by law. If deemed reasonably necessary, the UPK5CCS Solicitor or designees may require the assistance of the Principal, Controller, or any other employees of UPK5CCS in investigating and resolving any report. The parameters of any investigation will be determined by the UPK5CCS Solicitor or that individual's designee, and UPK5CCS and its employees will cooperate as necessary.

7. In its discretion, the Board may consult with any member of UPK5CCS's Management who may have appropriate expertise to assist in the evaluation of a report. The Board will be free in its discretion to engage outside auditors, counsel, or other experts to assist in the evaluation of any results of any investigation into a report, and UPK5CCS will pay all fees of such auditors, counsel, and experts.
8. In its discretion, the Board may determine, at any time that it, and not the UPK5CCS Solicitor, should initiate and/or assume the investigation of any report. In such instances, the Board will promptly determine what professional assistance, if any, it needs in order to conduct the investigation. The Board will be free in its discretion to engage outside auditors, counsel, or other experts to assist in the investigation of any report and in the analysis of results, and UPK5CCS will pay all fees of such auditors, counsel, and experts. In determining that it, and not the UPK5CCS Solicitor, should investigate any report, the Board may consider such matters as the identity of the alleged wrongdoer, the severity and scope of the alleged wrongdoing, the credibility of the allegations made, whether the allegations are mirrored in media or analyst complaints and any other factors that are appropriate under the circumstances. The Board or its designees may require the assistance of the UPK5CCS Solicitor, the Principal, the controller, or any other employees of UPK5CCS in investigating and resolving any report.
9. UPK5CCS will respond to reports as appropriate under the circumstances. The Board will have the authority to direct that the appropriate Plan of Improvement be taken by UPK5CCS in response to any particular report.

C. Protection of Whistleblowers

Consistent with the policies of UPK5CCS, the Board, the UPK5CCS Solicitor and UPK5CCS's management will not retaliate or attempt to retaliate, and will not tolerate any retaliation or attempted retaliation by any other person or group, directly or indirectly, against anyone who, in good faith, makes a report or provides assistance to the Board, the UPK5CCS Solicitor or UPK5CCS's management or any other person or group, including any governmental, regulatory or law enforcement body, investigating or otherwise helping to resolve a report.

D. Confidential Reports by Employees

All reports received from employees will be treated confidentially, as applicable, to the extent reasonable and practicable under the circumstances.

E. Records; Attorney-Client Privilege

The UPK5CCS Solicitor will retain on a strictly confidential basis for a period of five years all records relating to any report and the investigation resolution. All such records are confidential to UPK5CCS and are protected by attorney-client privilege and/or the attorney work-product doctrine. Such records will be considered privileged and confidential.

F. Publication of Procedures

The UPK5CCS Board will communicate these procedures to all employees and make them available upon request from an employee.

ELECTRONIC COMMUNICATIONS POLICY

Employees have access to and may be required to use the electronic communications system of UPK5CCS in the regular course of performing their job duties. At times, certain confidential information is maintained in the system as set forth in the Confidentiality of Person-Specific Information and Documents policy, which should not be disseminated outside those employees who have a business need for such information. To best protect our system and the information stored therein, we have established this policy.

1. UPK5CCS maintains an electronic mail system. This system is provided by UPK5CCS to assist in the conduct of business by UPK5CCS.
2. The electronic communications system hardware is property of UPK5CCS. Additionally, all messages composed, sent or received on the electronic communications system are and remain the property of UPK5CCS, regardless of whether they are created from the UPK5CCS email account, or from an employee's personal email account using the UPK5CCS electronic communications system. They are not the private property of any employee. **Employees should not have any expectation of privacy regarding use of the UPCS K-5 electronic mail or electronic communications system, whether of a business or personal nature, and electronic communications, regardless of the medium transmitted, may be deemed public records and disclosed in response to a request for records pursuant to the Pennsylvania Right-To-Know Law**
3. The use of the electronic communications system is primarily for business purposes at UPK5CCS. We permit limited and occasional use of electronic communications for personal reasons, as long as it does not interfere with one's job duties, impact the integrity or function of the School's electronic communications systems or technology and/or involve any unlawful or prohibited conduct. The electronic communications system may not be used to solicit for commercial ventures, religious or political causes, outside organizations, or other non-job-related solicitations, nor should it be shared with others outside of UPK5CCS.
4. UPK5CCS reserves and intends to exercise the right to review, audit, intercept, access and disclose all messages created, received or sent over the UPK5CCS electronic communications system for any purpose.
5. The confidentiality of any message, posting or communication should not be assumed. Even when a message, posting or communication is deleted or erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. Upon request by the Principal, CEO, or Board of Trustees, all passwords must be disclosed to UPK5CCS.
6. Notwithstanding UPK5CCS's right to retrieve and read any electronic mail messages and/or other communications, such messages or communications should generally be accessed only by the intended recipient. Employees are not authorized to retrieve or access on an unauthorized basis any e-mail messages or communications that are not intended to be sent to them.
7. Employees shall not use a code, access a file, or retrieve any stored information, unless authorized to do so. Employees should not attempt to gain access to another employee's messages. Employees must not share their pass codes with other employees. Employees must not change another employee's pass code. Employees must not delete another employee's emails with permission. All computer pass codes must be provided to supervisors. No pass code may be used which is unknown to UPK5CCS.
8. Employees should review and adhere to the UPK5CCS Social Media Policy regarding social media activities at UPK5CCS.
9. The electronic communications system is not to be used to create any offensive or disruptive messages in violation of Equal Employment Opportunity or Anti-Harassment/Anti-Discrimination policies. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, gender-specific comments, or any other comment that offensively addresses someone's race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other characteristic protected under federal, state or local law.

10. The electronic communications system shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior written authorization.
11. Communications must not reveal information about UPK5CCS's processes, techniques, trade secrets or confidential information in accordance with the Confidentiality of Proprietary and Person-Specific Information and Documents policy as set forth in this handbook.
12. Any employee who discovers a violation of this policy is encouraged to notify a supervisor, Principal, or CEO of UPK5CCS.

A. Policy Violations

Employees who abuse the privilege of UPK5CCS facilitated access to electronic media, technology or services are subject to Plans of Improvement and risk having the privilege removed for themselves and possibly other employees. Violators will be subject to disciplinary action up to and including termination. Employees who use the system for defamatory, illegal or fraudulent purposes and employees who break into unauthorized areas of UPK5CCS's computer system and/or technology may also be subject to civil and criminal prosecution.

SOCIAL MEDIA POLICY

This Policy establishes a set of rules and guidelines for any activity and participation in "social media" by all UPK5CCS "users." These rules are intended to be adaptable to the changes in technology and norms of online communication and behavior, and may be amended by UPK5CCS at any time, for any reason, without notice to users.

This Social Media Policy is for the mutual protection of UPK5CCS and our employees. We respect an individual's right to self-expression and other legally-protected activity and communications. This policy should not be interpreted or applied in a way that would interfere with the rights of employees to engage in activities that are protected by law or activities for the purpose of mutual aid or protection and/or to refrain from engaging in such activities.

For purposes of this policy the term "social media" applies to any web-based and/or mobile technologies or communication systems in use now or developed in the future, that enable individuals or entities to disseminate or receive information, communicate, or otherwise interact, and includes, without limitation, email, texting, messaging, social networking, photo posting, video posting, blogging, micro-blogging, bulletin boards, and so on, through providers such as Facebook, LinkedIn, Myspace, Twitter, YouTube or others. The term "users" refers to employees, directors, volunteers, and interns.

A. Exercise Responsibility Online

You are personally responsible for any of your social media activity conducted on UPK5CCS technology or computer(s), with a UPK5CCS email address or on a UPK5CCS website or page, and/or which can be traced back to a UPK5CCS domain, and/or which uses UPK5CCS's Information Systems and/or which expressly or implicitly identifies you as an employee of UPK5CCS.

If from your post in a blog or elsewhere in social media it is clear you are a UPK5CCS employee, or if you mention UPK5CCS, or it is reasonably clear you are referring to UPK5CCS or a position taken by UPK5CCS, and you express a political opinion or an opinion regarding UPK5CCS's positions or actions, the post must specifically note that the opinion expressed is your personal opinion and not UPK5CCS's position. This is necessary to preserve UPK5CCS's goodwill in the marketplace.

Express only your personal opinions and never represent yourself as a spokesperson or someone making representations on behalf of the Charter School unless you have obtained express prior written approval from the Principal, CEO, or the Board of Trustees to do so. If the UPK5CCS is the subject of the content that you are creating

or posting, clarify in writing that your views do not represent those of the Charter School, fellow employees, other school agents and/or the school community as a whole. If you do publish a blog or any other posting online or in any other form of social or public media related to the work you do at the Charter School or subjects associated with UPK5CCS, clarify that your views are only on behalf of yourself and not on behalf of the Charter School. Any individual making such a posting (except a posting on a School blog/website or a classroom blog/website previously approved by the Principal and used only for student instructional purposes) must use the following disclaimer: "The postings or statements made here are my own and do not necessarily reflect the views of the UPK5CCS." **Follow Existing Policies and Terms of Use**

Observe and follow (i) existing UPK5CCS policy and agreements, such as our Employee Handbook and your Employment Agreement(s) with UPK5CCS, if applicable, (ii) the policies of the particular online/social networking venue, and (iii) applicable law. This means that you are prohibited from using social media to post or display comments about coworkers or supervisors or UPK5CCS that are obscene, threatening, intimidating, or a violation of UPK5CCS's workplace policies against discrimination, harassment, or hostility on basis of race, color, religion, age, gender/sex, pregnancy, childbirth, sexual orientation, national origin, ancestry or place of birth, disability, marital status, gender identity or expression, familial status, military/veteran status, genetic information, or any other characteristic protected under federal, state or local law. Thus, the rules in the UPK5CCS Employee Handbook, including its Electronic Communication Policy, Anti-Harassment Policy, Anti-Discrimination Policy and EEO policies, apply to employee behavior within social media and in public online spaces.

Most websites, including Facebook and others, have rules concerning the use and activity conducted on their sites. These are sometimes referred to as "Terms of Use." Employees must review and follow any such requirements and rules when utilizing any UPK5CCS technology, computer, email address, website and/or webpage, information system and/or any other communication medium of UPK5CCS. UPK5CCS shall not assume any responsibility for an employee's failure to follow the "Terms of Use" of any such services.

Do not post any information or conduct any online activity that may violate applicable local, state or federal laws or regulations. Any unlawful conduct, which would be legally impermissible if expressed in any other form or forum, is considered impermissible by UPK5CCS if expressed through social media.

B. Recognize Others' Privacy

Before sharing a comment, post, picture or video about or from a friend or colleague through any type of social media, it is a good practice to be courteous and first obtain his or her consent whenever possible. Under no circumstances should an employee of UPK5CCS make reference to or post photographs of students on their personal Social Media accounts.

It also is inappropriate to use or disclose confidential personal information (as explained and defined below) about another individual or use or disclose UPK5CCS's confidential proprietary information as set forth in the Confidentiality of Proprietary and Person-Specific Information and Documents policy, in any form of social media. For purposes of this Policy, "confidential personal information" means an individual's Social Security number, financial account number, driver's license number, private medical information and other highly sensitive non-public information obtained by an individual in the scope of his/her employment at UPK5CCS, as well as, if applicable, information covered by UPK5CCS's written information security program. UPK5CCS "confidential proprietary information" includes, but is not limited to, non-public UPK5CCS financial reports, future business performance and business plans, business and brand strategies, information which is or relates to UPK5CCS trade secrets, strategic plans, marketing strategies, costs for goods, internal databases containing information regarding students, computer software and programming, and/or pricing information.

All UPK5CCS rules regarding maintaining the confidentiality of the UPK5CCS confidential proprietary information and confidential personal information (defined above), including, as applicable, UPK5CCS's written information security program, apply in full regarding postings to social media, such as blogs or social networking sites. For example, any such confidential and non-public information (as defined above) that should not be disclosed in an unauthorized or unlawful manner through a conversation, a note, a letter or an e-mail also cannot be disclosed in a blog or other social media communication. Sharing this type of confidential non-public information, even

unintentionally, can potentially result in harm to the individual, harm to UPK5CCS, and ultimately legal action against you and/or UPK5CCS for damages and protective orders.

Before posting a comment or responding to a blog, think before sending. If you are unsure about the effects of the post or other online action, you may wish to reach out to your supervisor or another manager at UPK5CCS for some assistance, particularly when unsure about a response to another employee and/or a student or parent.

C. Use Your True Identity

When participating in any social media, we suggest that you be completely transparent and disclose your true identity for your personal protection. Additionally, when commenting on or promoting any UPK5CCS service on any form of social media, you should clearly and conspicuously disclose your relationship with UPK5CCS to the members and readers of that social media.

Do not use your own personal online relationships or UPK5CCS's network to influence polls, rankings, or web traffic. This is called "astroturfing" or "sock-puppeting" and is considered unethical. You are not to use the size and breadth of the UPK5CCS network to unduly influence polls, rankings, or web traffic where said traffic is a measure of success or popularity of a particular political opinion.

D. Manage Your Expectation Of Privacy

Consistent with UPK5CCS's Electronic Communications Policy, UPK5CCS may access and monitor its Information Systems and technology and obtain the communications within the systems, including email, Internet usage, and the like, with or without notice to users of the system, in the ordinary course of business when we deem it appropriate to do so. As such, when using such systems and technology, you should have no expectation of privacy with regard to time, frequency, content or other aspects of your use, including the websites you visit and other Internet/Intranet activity. The reasons UPK5CCS accesses and monitors these systems include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; and complying with legal and regulatory requirements.

E. Interact On Your Time

UPK5CCS respects the right of any employee to participate in social media, such as maintaining a blog or participating in online forums. However, to protect UPK5CCS's interests and to oversee employees' focus on their job duties, employees must avoid excessive use of social media during work time or at any time with UPK5CCS equipment or property which adversely affects work performance and/or the School's technology or communications systems.

F. Identify Any Copyrighted Or Borrowed Material With Citations And Links

When publishing any online material through social media that includes another's direct or paraphrased quotes, thoughts, ideas, photos, or videos, always use citations and link to the original material where applicable.

Should you have any questions about this policy, please see the Principal or HR.

CRISIS MANAGEMENT AND COMMUNICATION - GENERAL PRINCIPLES AND PROCEDURES

OUR CRISIS MANAGEMENT GUIDING PRINCIPLES:

We are guided by the following general principles:

- When conducting crisis management and communications, our primary concern will be for the health and safety of our students, teachers, and staff.
- We will strive to respond quickly, thoroughly and in a disciplined fashion to all crises or potential crises as they arise.

- When conveying information about a crisis, we will to the best of our knowledge and ability, be timely, truthful and accurate.
- We will not deliberately withhold information related to a crisis, unless such information would endanger anyone in our school community or the public, hinder an ongoing investigation, compromise the proprietary nature of our financial reports or business plans, or violate the Federal Education Rights and Policy Act (FERPA).
- Only members of our Crisis Communications Team (CCT) will respond to inquiries from anyone about a crisis. This includes, but is not limited to, posts about the crisis on personal social media accounts.
- We understand that failure to comply with these guiding principles may result in progressive discipline.

THE CRISIS COMMUNICATIONS TEAM:

It is the responsibility of our Crisis Communications Team, led by our CEO/Superintendent, William Wade, Ed.S., to respond to a crisis quickly and safely. The CCT will determine all actions to be deployed in a crisis, and serve as the *only* communications liaisons with members of our school community and external audiences.

The CCT should convene in person, by teleconference or video call no later than 30-minutes after the crisis has emerged. Identifying as much information as possible before meeting, either in person, or from the first on-site responder should be completed before the CCT team meets, if possible, to inform decision-making and communications strategies.

While our primary spokesperson, Mr. Wade will serve as the senior leader in a crisis, the Media Spokesperson, Ms. Kail, will support Mr. Wade and the CCT, manage media and other high-level audiences, as well as audit content on social media pertaining to the crisis. Ms. Kail is the *only* person authorized to issue public statements, respond to media inquiries, and connect/prepare the primary spokesperson with media outlets.

The members of UPK5CCS CCT and the audiences with whom they will communicate:

Mr. William Wade, Chair CCT	Ms. Davis, HBCU Partners, Donors, VIP
Cellphone: 412-600-3281	Friends, Government Officials and Legal Counsel
Dr. Heather Bigney, Co-Chair	Parents, Teachers, Staff, Law Enforcement (if needed),
Cellphone:	Hope Learning Center, Code Ninjas
Mr. Seth Springer	Transportation Partners, Landlord, Vendors,
Cellphone: 724-814-6434	Facility Management
Ms. Janine Macklin	External Partners (Partner School Districts),
Cellphone: 412-266-0798	
Ms. Gina Marie Potter	Ms. Kail, Mr. Wade, Dr. Bigney, Shady Side Academy
Cellphone: 724-487-9181	
Mr. Jaysen Booker	Mr. Wade, Dr. Bigney, Ms. Kail, Ms. Allen
Cellphone: 412-961-5371	
Ms. Latasha Allen	Mr. Wade, Dr. Bigney, Ms. Kail, Mr. Booker
Cellphone: 412-325-4075	
Ms. Marilyn Kail	Media, other audiences, as assigned.

Cellphone: 412-977-7172

REACTION TIME AND PROCEDURES:

In a crisis, the first 24-48 hours are the most critical. Within the first 90 minutes, a “Stand By” statement will be issued by Ms. Kail, unless security concerns warrant otherwise, with information available at the time, including facts about what happened; what the school intends to do about it, a summary of our mission, and a promise to follow up as more information is available.

Contact Ms. Kail immediately if you are contacted by the media. Ms. Kail will be available by cell phones to members of the CCT and school community should the media reach out to anyone directly. *Please be sure to get the name of the reporter and the media outlet before reaching out to Ms. Kail by phone or text.*

If a member of the CCT or school community is first on scene, or learns of an existing or potentially impending crisis, s/he should quickly gather as much of the following information as possible, and immediately text Mr. Wade, Dr. Bigney and Ms. Kail, providing a cell phone number by which she or he can immediately be reached in order to share the information. No other action should be taken at this time.

IMMEDIATE INFORMATION TO GATHER IN A CRISIS:

Who has been impacted?

Who already knows about it?

Who is responsible (was it a staff member, teacher, student, other employee of our school)?

When did it happen?

Where did it happen?

How did it happen?

Is anyone injured, missing, dead?

Is the threat ongoing or has it past? Any continuing threat?

MANAGING MEDIA ON-SITE

If media shows up at our door, the following procedures are to be followed:

- Latasha Allen will immediately text or call Mr. Wade, Dr. Bigney, and Ms. Kail.
- Ms. Allen also will notify Mr. Booker of the current or potential crisis and/or media interest.
- Ms. Allen or Mr. Booker will usher media to the room we designate as our “Media Room” throughout the crisis. *(Room # will be assigned following space re-organization for 2020-21 school year.)* All interactions with the media will remain friendly and welcoming, while any and all communication with media members will be directed by and flow through Ms. Kail only, as the primary (and, at her discretion, sometimes the sole) individual to communicate with media members.
- Remind the media that no photography is permitted in the school without approval.
- Under no circumstances are parents, students, staff, to be intercepted by the media, and they should be prevented (politely) from entering any classroom or other area in the building.
- If reporters are congregating outside the building, Ms. Allen or Mr. Booker will invite them in and lead them to the Media Room. Please do not have media members wait outside the door until Ms. Kail is available.
- When a reporter is inside the school building, at least one staff member must accompany the reporter at all times.

- A Frequently Asked Questions one-pager will be given to media or emailed for background. This piece also will include brief professional bios of Mr. Wade and Dr. Bigney.

MANAGING MEDIA PHONE CALLS:

- If media call, Ms. Allen will immediately take the name and phone number of the reporter and the media outlet. She will explain that Ms. Kail will call them back asap.
- Ms. Kail and Ms. Allen will keep a record of all media who show up in person or make phone calls, their basic questions, and the school's response. This information will be shared with Mr. Wade and Dr. Bigney and maintained in an electronic media file.

HOMEPAGE COMMUNICATIONS DURING A CRISIS:

Only when appropriate, a statement about a crisis may be added to the homepage. For example, to inform the community about an emergency school closure, during a water main break. Ms. Kail will review all statements before posting.

PART FOUR: CRISIS POST-MORTEM

Following the crisis, the members of the CCT will meet to identify lessons learned, such as: What went wrong, what worked well, what needs to be updated/changed about our official plan? Feedback also may be obtained from key audiences, such as parents, teachers and board members about suggested improvements. All updates should be made immediately to the Crisis Management and Communications Document and shared with staff.

REGULAR AUDITS OF COMMUNICATIONS TOOLS/CONTENT

Every six months, Ms. Potter will review website content, brochures, fact sheets, to verify that all information about the school is correct and updated where necessary. This should include reviewing bios of senior staff, history and mission statements, enrollment data, school district partners, etc.

In addition, she and Ms. Kail will review all media release forms, procedures and policies, as well as social media policies on a quarterly basis.

This Policy Last Updated July 1, 2020

SOLICITATION AND DISTRIBUTION POLICY

In order to protect the health and safety of our students, employees and visitors and to avoid disruption in the School's operations, the following rules have been adopted and will be strictly enforced, with certain activities curtailed and restricted due to pandemic concerns and considerations:

1. Employees are prohibited from soliciting for any purpose while either the person doing the soliciting or the person being solicited is on working time.
2. Employees are prohibited from distributing any printed materials or writings while they are on working time or in working areas of the School.
3. Persons who are not employees are prohibited from soliciting for any purpose and from distributing any printed materials or writings on School property at any time without prior written approval of the Principal.

These rules apply to, among other things, solicitations for or materials or literature relating to raffles, lotteries, bazaars, charity drives, trips, merchandise, petitions, or other solicitations or distributions for the purpose of procuring contributions to or membership in any organization of any kind.

For purposes of this policy, the term “working time” means the time when an employee is expected to be performing work functions. It does not include lunch or break times. The term “working area” means the areas of the School’s property on which employees perform work. It does not include employee lounges, locker rooms or restrooms.

These rules will be strictly enforced. Employees who violate these rules will be subject to disciplinary action, up to and including termination from employment.

WEAPONS AND OTHER DANGEROUS ARTICLES

UPK5CCS policy expressly prohibits the possession, use or sale of firearms, other weapons, explosives or other dangerous items by employees and students on or near School property or at or near school-related activities. Violations of this policy will result in a Plan of Improvement that may include termination of employment and the filing of criminal charges.

DRUG-FREE WORKPLACE AND REPORTING OF CRIMINAL OFFENSES

UPK5CCS believes in providing and maintaining a drug-free environment for its employees and students.

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance on the School’s premises or while engaged in School-related activities is strictly prohibited. Employees who are convicted of criminal drug violations must notify UPK5CCS immediately. Employees must notify UPK5CCS of any criminal drug statute conviction for a violation occurring within the workplace within seventy-two (72) hours of such conviction. Within ten (10) days of such notification or other actual notice, UPK5CCS will advise the appropriate federal contracting agency of such conviction.

Consistent with 24 Penn. Stat. § 5-527 and applicable federal law, any employee who is convicted of delivery of a controlled substance or possession of a controlled substance with the intent to deliver may be terminated from his/her employment. Moreover, any employee who is convicted of a felony under the Controlled Substance, Drug, Device and Cosmetic Act may be terminated, in accordance with applicable federal law.

Any employee who violates the foregoing drug-free workplace policy described above shall be subject to discipline up to and including immediate discharge. At the discretion of UPK5CCS, any employee who violates our drug-free workplace policy may be required, in connection with or in lieu of disciplinary sanctions, to participate in an approved drug assistance or rehabilitation program.

In order to maintain a drug-free workplace, UPK5CCS has established a drug-free awareness program to educate employees on the dangers of drug abuse in the workplace, our drug-free workplace policy, the availability of any drug-free counseling, rehabilitation and employee assistance programs and the penalties that may be imposed for violations of our drug-free workplace policy. Such education may include: (1) distribution of our drug-free workplace policy at the employment interview; (2) a discussion of our policy at the new employee orientation session; (3) an annual presentation by the PRINCIPAL to discuss UPK5CCS’s drug-free workplace policy, potential disciplinary actions for violations of the policy, the dangers of drug abuse and availability of drug counseling and rehabilitation; (4) distribution of a list of approved drug assistance agencies, organizations and clinics; and, (5) distribution of published educational materials regarding the dangers of drug abuse.

Note: The Board of Trustees may create and implement a drug testing policy at any time.

In addition, the law also compels employees to tell their supervisor about an arrest or conviction under 24 P.S. §§ 1-111(e) or (f.1) (“Reportable Offense(s)”) within seventy-two (72) hours. Any such arrest or conviction must be promptly reported to the CAO/Principal on the required “ARREST/CONVICTION REPORT AND CERTIFICATION FORM” (PDE 6004). For a list of Reportable Offenses, please see the enumerated list on the Form and/or refer to 24 P.S. §§ 1-111(e) and (f.1). In compliance with applicable law, any conviction of a Reportable Offense will result in termination of employment.

ALCOHOL

The possession, distribution, use or sale of alcohol by employees, or being under the influence of alcohol on School property, during School cyber activities and/or distance learning, or at School-related activities, is prohibited. Violations of this policy will result in a Plan of Improvement that may include termination of employment and the filing of criminal charges.

WORKPLACE INJURIES/ILLNESSES

Employee injuries and illnesses must be reported within 24 hours of the injury occurring to both the nurse and Human Resources. Human Resources will file a report electronically and have you complete the required paperwork. Additionally, you will be given a panel of doctors that you are to use, in the event treatment is necessary. A copy of the panel of physicians is also located in the staff lounge on the 2nd floor. All questions regarding work related injuries should be directed to HR.

SERVICE ANIMALS

A Service Animal is defined as: any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service animal must be directly related to the employee's disability. Employees with disabilities who believe they need to bring a service animal to school, on school transport or to a school-sponsored activity or test site shall notify the Principal or designee prior to bringing the animal in order that the Principal or designee may review the request fully. Any service animal accompanying an employee with a disability to school, on school transport or to school sponsored activities or test sites shall be handled and cared for in a manner as required by all applicable local, state and federal law.

A service animal must be under the control of the employee. A service animal shall have a harness, leash, or other tether, unless either the employee is unable because of a disability to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case the service animal must be otherwise under the employee's control (e.g., voice control, signals, or other effective means). 28 C.F.R. § 35.136(d).

The Charter School may exclude a service animal from its owned and/or leased property and from vehicles under the following circumstances:

- Presence of the animal poses a direct threat to the health and safety of others.
- Owner or handler is unable to control the animal.
- Presence of the animal would require a fundamental alteration to the program.
- Animal is not housebroken.

28 C.F.R. § 35.136(b).

Emotional support animals, comfort animals, and therapy dogs (support animals):

Emotional support, therapy, comfort, or companion animals are NOT considered service animals under state or federal law due to the fact that they are not trained specifically to do work or perform tasks for the benefit of the employee with a disability.

However, the use of an emotional support animal, sometimes referred to as a comfort animal, may be considered a request for reasonable accommodation under the ADA. Such a request for the use of an emotional support animal must be supported by recent, reliable, objective, medical documentation. Documentation regarding an emotional support animal may be required to address legitimate safety requirements necessary for the safe operation of Charter School programs, services, or activities.

The Charter School may allow the use of support animals for employees when necessary to provide reasonable accommodation, on a case by case basis, and in accordance with applicable local, state and federal laws and regulations. Only domesticated animals will be considered as a support animal.

All rules governing the use/duties/safety requirements and vaccinations/ immunizations/licensing of service animals apply to support animals on school grounds transport or school sponsored activities or testing sites. A full copy of the Service Animals Policy may be obtained at the Main Office and/or from the Principal.

EMPLOYEE EXPENSE REIMBURSEMENT

Employees are required to follow the expense reimbursement process and to obtain the approval of the CEO prior to incurring any job related expenses for which they wish to be reimbursed. If the CEO has not approved the expenses prior to these being incurred, repayment is not guaranteed.

MILEAGE

The Mileage Expense form should be completed monthly and submitted to the CEO for approval by the second day of the following month. The mileage rate will be determined by the IRS Standard Mileage Rate for that specific year (rates will vary).

NOTE: Mileage over three months old will not be reimbursed.

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EMPLOYEE HANDBOOK OF PERSONNEL POLICIES ACKNOWLEDGMENT FORM

I hereby acknowledge that I have received a copy of the Urban Pathways K-5 College Charter Schools (“UPK5CCS”) Handbook of Personnel Policies effective August 1, 2020, which summarizes many of UPK5CCS’s personnel policies and procedures.

I agree that I will read this Handbook carefully, and, if I do not understand any policy or procedure, that I am encouraged to contact my immediate Human Resources, Principal or the Chief Executive Officer for clarification.

I acknowledge that I have received a copy of UPK5CCS’s Anti-Harassment Policy. I have read it, understand it and agree to follow the Anti-Harassment and Anti-Discrimination Policies. I understand any employee who engages in conduct prohibited by the Anti-Harassment/Anti-Discrimination Policies will be subject to disciplinary action, up to and including discharge. I understand it is my obligation to refrain from engaging in conduct in violation of the Anti-Harassment/Anti-Discrimination policies.

I understand that, with respect to any description or summary contained in the Handbook of any health and welfare benefits or retirement plan or program, such description or summary is not intended to alter or modify any of the provisions of the underlying plan legal documents, and that, should there be any conflict or inconsistency between the description or summary in the Handbook and the underlying legal documents, the legal documents will be controlling.

I also understand that this Handbook is not an employment agreement between UPK5CCS and me, but is only an outline of UPK5CCS’s policies and practices, which may be modified or replaced by UPK5CCS at any time, in its sole discretion. I acknowledge that my employment with UK5CCS is on an at-will basis, which means that either UPK5CCS or I may end the employment relationship for any or no reason, with or without advance notice.

I understand that no one, other than UPK5CCS’s Board of Trustees, through the CEO, has authority to make any promise to me or to make any agreement with me which is inconsistent with the policies summarized in this Handbook, and that the policy summaries outlined in this Handbook, as interpreted and applied by UPK5CCS’s Board of Trustees, through the CEO, supersede any and all oral representations made to me by any other person.

I understand that all electronic communications sent, received, or stored on systems of UPK5CCS are the property of UPK5CCS. I acknowledge that I have no expectation of privacy in connection with any communication or information I send, receive, or store using UPK5CCS’s e-mail system or virtual platforms. I also acknowledge and consent to UPK5CCS’s monitoring of my e-mail use. I understand that such monitoring can include intercepting, copying, printing or reading all e-mail entering, leaving, or stored on the system.

PRINT EMPLOYEE NAME

EMPLOYEE SIGNATURE

DATE

[To be signed by employee and retained in his or her employment file.]

CLEARANCES

There are three (3) required clearances that must be completed for all employees prior to their first day of work:

1. Act 34 – State Police Criminal Record Clearance
Must be completed on-line at: <https://epatch.state.pa.us/Home.jsp>
Reason for request = Employment
Once all information, be sure to select “CERTIFICATION FORM” for your clearance
Fee – approximately \$22.00
2. Act 151 – Department of Welfare Child Abuse History Clearance
Must be completed on-line at: <https://www.compass.state.pa.us/cwis/public/home>
If you do not remember your Keystone ID and/or password, please contact PA Child Welfare Information Solutions at 1-877-343-0494 for assistance
Reason for request = Employment
In order to access your clearance, log-on to website (typically ready in 3 to 7 days)
Fee – approximately \$13.00
3. Act 114 – Federal Criminal History Record – FBI Fingerprint Clearance
Must be completed on-line at: www.identogo.com/locations/pennsylvania - (cannot cut and paste – must be typed)
Must enter **Service Code: 1KG6Q9**
Once you have submitted your information and receive a UEID number, you must complete the process by having your fingerprints done at a designated Fingerprint Location; walk-ins are welcome, however, appointments are recommended. The UEID number must be given to HR.
Fee – approximately \$22.60

Currently, all 3 clearances must be renewed every five (5) years. Employees are responsible for the monitoring and upkeep of all clearances. If an employee has an expired clearance, he/she will not be permitted to work until the official clearance document is obtained. All clearances are kept in the employee’s file and copies can be requested via Human Resources.

ACT 168: REQUIREMENTS AND FORMS

In addition to compliance with the background clearance requirements outlined above, Act 168 of 2014 mandates that potential new hires complete a disclosure regarding applicable current or former employer(s) and detailing history of discipline, abuse, and sexual misconduct.

Regarding the potential hire, Act 168 requires a written statement from current and all former employers who are school entities and/or where employees have direct contact with children. Relevant positions include teacher, substitute teacher, coach, nurse, guidance counselor and other similar titles. The written statement details the history of sexual misconduct/abuse and any discipline associated with investigations.

Act 168 documentation involving prior employers must be developed and circulated prior to any offer of employment being extended. UPCS K-5 reserves the right to request this information be completed in advance of making a final hiring decision. If successful clearances and Act 168 forms are not obtained, immediate termination and/or non-hire will result.

- Under no circumstances are parents, students, staff, to be intercepted by the media, and they should be prevented (politely) from entering any classroom or other area in the building.

- If reporters are congregating outside the building, Ms. Allen or Mr. Booker will invite them in and lead them to the Media Room. Please do not have media members wait outside the door until Ms. Kail is available.
- When a reporter is inside the school building, at least one staff member must accompany the reporter at all times.
- A Frequently Asked Questions one-pager will be given to media or emailed for background. This piece also will include brief professional bios of Mr. Wade.

If an employee has a break in service and had all Act 168 requirements fulfilled and up to date during prior employment with UPCS K-5, then the employee needs to fulfill Act 168 requirements only for current or former employers where the rehired employee had direct contact with children (including schools) beginning at the time of separation of UPCS K-5 and continuing through the break in service until the present time.

If an employee is a rehire, he/she must go through the entire hiring process, which includes the completion of required documentation, updated clearances, etc.

APPENDIX A

INCLEMENT WEATHER or UNFORESEEN EVENTS – resulting in a school delay or cancellation

UPK5CCS will typically follow this process for recording hours worked and paying its staff when school is either delayed or cancelled due to inclement weather or unforeseen circumstances.

Full day cancellations – when UPK5CCS is shut-down for a full day and 8 hours are missed due to inclement weather or unforeseen circumstances :

Non-Exempt Employees

- Will be paid for the time not worked

Exempt Employees

- Will be paid for the time not worked

Partial day delays – these are days when school may be delayed due to inclement weather or unforeseen circumstances, usually a 2 hour delay. The principal will notify the staff when they are to report to school:

Non-Exempt Employees

- Must accurately record hours worked (for example: an 8 hour employee works 6 hours due to icy road conditions; 6 hours must be recorded in the PayChex System; the employee should speak with the Principal about making up the 2 hours missed.)

Exempt Employees

- As long as the employee worked some time during the partial work day, he/she will be paid for the day
- Because exempt employees typically work more than a 40 hour work week, they do not receive overtime pay when they exceed the 40 hours