

5001 – Employment Policies



Odyssey Charter School, Inc.

Employment Policies Handbook

OCS, Inc. Board Approved December 2, 2020

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Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Odyssey Charter School, Inc. will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The School reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Site Administrator.

We wish you success in your employment here at Odyssey Charter School, Inc.

All the best,

Odyssey Charter School, Inc. Board of Directors

1.2 At-Will Employment (PEO)

Your employment with Odyssey Charter School, Inc. is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Odyssey Charter School, Inc. Board of Directors has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Odyssey Charter School, Inc. Board of Directors.

If a written contract between you and the School is inconsistent with this handbook, the written contract is controlling. However, as to Paychex Business Solution, the written contract between you and the School does not control if it is inconsistent with this handbook.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

This policy may not be appropriate in its entirety for employees working in Montana.

1.3 Important Definitions [For Employers Using a PEO]

Odyssey Charter School, Inc. has entered into an agreement with Paychex Business Solution, a professional employer organization (PEO). Paychex Business Solution was selected by the company to help employees enjoy the many company benefits offered through this concept.

The term "School," as used throughout this handbook, refers exclusively to Odyssey Charter School, Inc., your worksite employer, who is primarily responsible for directing your day-to-day duties. The terms "we," "us," and "our" refer to Odyssey Charter School, Inc. and not Paychex Business Solution, unless otherwise stated.

Where this handbook refers to current benefit plans maintained by the School and/or Paychex Business Solution, refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

Paychex Business Solution is not bound by the terms of any contract between employees and the School unless it is executed by the PEO.

2.0 Introductory Language and Policies

2.1 About the Company

The School wishes to provide you with the best benefits and employee services possible. Therefore, the School has contracted the services of Paychex, Inc. a Professional Employer Organization, which will be responsible for providing, at the direction of the School, human resource services, a comprehensive benefits and retirement package to you at the start of your employment. Under its co-employment agreement with the School, Paychex, Inc. will be your employer of record.

Ultimately, the success of the School depends on you and you are an important asset to the education program. The School wants to create the best environment for you by providing encouragement and recognition to develop your talents as an educator.

This employee handbook ("Handbook") is a source of information about payroll, privileges, benefits, and procedures, along with a few general rules and policies. It is to advise you of certain policies that may affect your employment. This Handbook is not a legal document and should not be construed as creating any kind of employment contract, since the School reserves the right to add, change or delete benefits and policies, as it deems necessary.

The School, upon resolution by its Board of Directors, reserves the right to amend, add or change the policies, protocols, procedures and/or employee benefits listed or offered in this Handbook, including any supplements at any time it deems necessary. Please contact Green Apple School Management, LLC, the School's Services and Support Provider, directly should you have any questions at (321) 676-8737.

We look forward to working with you to provide quality educational services to the students and parents we serve.

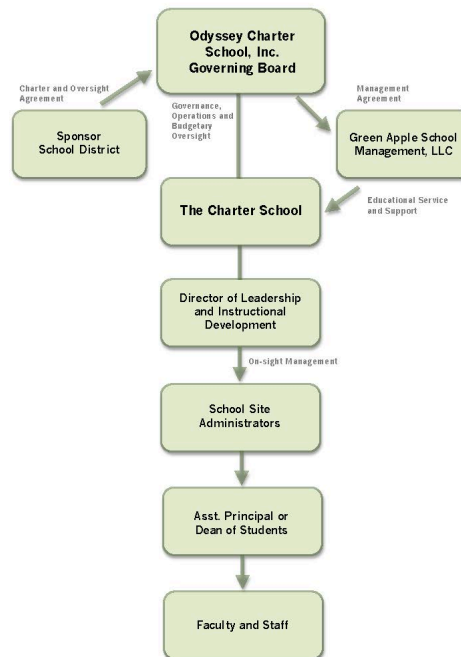
2.2 Ethics Code

Odyssey Charter School, Inc. will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Odyssey Charter School, Inc.

We expect that officers, directors, and employees will not knowingly misrepresent the School and will not speak on behalf of the School unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Organization Policy



Odyssey Charter School, Inc. Board of Directors

The Board of Directors of the School has the overall responsibility for the affairs and management of the school. The Board will be the primary policy making for the body of the school. The Board includes members who are experienced both in the establishment of Charter Schools and in the structure and control of business enterprises. Each Director will take on a proactive role in specific areas that reflect his or her area(s) of expertise.

Green Apple School Management, LLC

The Board of Directors will utilize the services of Green Apple School Management, LLC, a professional

Charter School management organization that specializes in the management of Charter Schools.

Any questions relating to your rights as an employee, benefits, payroll, etc., should be directed to the Green Apple School Management, LLC Human Resources Director. If you are uncertain about whom to contact at any time regarding any matter or situation, please contact any member of Green Apple School Management, LLC staff at (321) 676-8737.

School-Site Administrator

The School's on-site administration will consist of the Site Administrator, Assistant Principal, Discipline Dean(s), and/or Lead Teacher and secretarial staff who will be responsible for working with the teaching staff, addressing student-related issues, assisting in curriculum development, and overseeing the parental involvement agreements. The Site Administrator of your school is considered your direct supervisor, and is responsible for, in conjunction with the Discipline Dean(s) or Lead Teacher, training and the day-to-day supervision of your work.

All questions regarding your school's position should be directed to your Administrator.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Odyssey Charter School, Inc. is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the School, you must disclose it to your Site Administrator. If an actual or potential conflict of interest is determined to exist, the School will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Job Descriptions

Odyssey Charter School, Inc. attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from Human Resources.

Job descriptions prepared by the School serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the School may have to revise, add to, or delete from your job duties per business needs. On occasion, the School may need to revise job descriptions with or without advance notice to employees.

If you have any questions regarding your job description or the scope of your duties, please speak with your school-based HR Representative.

3.3 New Hires and Introductory Periods

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with Odyssey Charter School, Inc. and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the School can be shortened or lengthened as deemed appropriate by your Site Administrator. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.4 New Hires/Condition of Employment

Your position requires additional pre-employment criteria, such as a drivers' examination, fingerprinting, a background investigation and/or a pre-employment drug test. If you have been offered employment before any such investigation or test is completed, your employment is contingent on a satisfactory result on all required tests.

In addition, your continued employment is contingent upon maintaining satisfactory fingerprint clearance as well as active and current acceptable state teaching certification.

- An OCS, Inc. Employment Application and Employee Data Sheet
- Three professional references, including Supervisor from last place of employment
- Official sealed college transcripts (Master's or Doctorate Degree only)
- Produce valid documentation from the Form I-9 List of Acceptable Documents for Form I-9 review and verification
- Complete W-4 (Online- Paychex Flex)
- Florida Department of Education Teaching Certificate, DOE Letter of Eligibility, and Montessori Certification, if applicable
- Verification of Experience (VOE) forms for all previous teaching experience- **Previous teaching experience presented after October 1st will be issued for the following school year**
- All other required paperwork as designated by the OCS

3.5 Posting of Openings

Job postings may be posted in-house. If you are interested in applying for one of those positions, notify your Site Administrator and speak to the person indicated on the notice.

3.6 Training Program

In most cases, and for most departments, training employees is done on an individual basis by the Site Administrator. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position.

The initiation of all on-the-job training for employees within your department is the responsibility of your Site Administrator. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The school will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your Site Administrator.

3.7 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment

with Odyssey Charter School, Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Site Administrator.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Site Administrator. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Odyssey Charter School, Inc. reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Odyssey Charter School, Inc.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal School procurement processes.

Employees will be reimbursed for all approved business-related expenses, upon submission of an accurate and receipted Expense Reimbursement Form. All requests for the expenditure of funds must be approved by the Site Administrator prior to the purchase. Unapproved purchases may not be subject to reimbursement. All invoices must be checked for accuracy and signed by the employee making the purchase and approved in writing by the Site Administrator.

When it is absolutely necessary to buy something for which the employee expects to be reimbursed and which cannot be charged, the employee shall secure a signed sales slip or invoice marked PAID before making a request for reimbursement. NO reimbursement shall be made on purchases without prior approval. No member of the administrative or instructional staff is authorized to contract for services without the express written consent from the Site Administrator. The school is exempt from paying sales tax. The school's tax number shall be given to the company from which goods are bought for the school.

4.3 Compensation

The School's Salary Schedule has been established as the guide for determining salaries. Although it is the School's intent to offer salaries comparable to that offered by the public-school system where the School is located, please be reminded that the School is a Public Charter School and not a traditional Public School. Thus, the salary schedule used may not be a "replica" of the one used by the County. Because the School's budget is established at the onset of the year, the School will not make changes to salaries during the fiscal year (Masters, Specialist and Doctorate degrees conferred within the year are the exception to the policy), unless the Board of Directors approves such changes.

Teachers that will be working the entire School Year (10 months) will have their salary paid throughout 12 months, including the summer months. There are teachers who will work less than the 10 months of the School Year, i.e. maternity leave, hired after the first day of School, etc. These teachers will be paid from the date they begin working through the last day worked (not including summer months).

Annual pay increases based on exceptional performance and merit may be determined on a case-by-case basis, as evaluated by the School's Board of Directors. The School is not obligated to provide increases based on the increases issued by the County Public School Board.

If the School receives School Recognition Funds (Grade "A" Funds), the School's staff, along with the School's Governing Body, determines how the funds will be used. In the event that the school awards a monetary bonus to employees, the employee must (1) be employed at the school at the time the school received the grade and (2) be employed by the school at the time the funds are dispersed. If an employee resigns or is terminated prior to the school dispersing the funds, the employee forfeits the monetary bonus. The school reserves the right to pro-rate the funds in the event that the employee is not employed for the entire school year. The School's Board of Directors has the discretion to approve how the funds are dispersed. The requirements for receipt remain the same.

Salaries of all employees shall be determined by the OCS, Inc. Board of Directors on the recommendation of the Site Administrator or Designee and shall be outlined in the annual salary schedule adopted by the OCS, Inc. Board of Directors.

4.4 Direct Deposit

Odyssey Charter School, Inc. encourages all employees to enroll in direct deposit. If you would like to take advantage of direct deposit, ask payroll for an application form. Typically, the bank will begin the direct deposit of your payroll within 30 calendar days after you submit your completed application.

If you have selected the direct deposit payroll service, a written explanation of your deductions will be given to you on paydays described in the preceding sections in lieu of a check.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Odyssey Charter School, Inc.

4.6 Paycheck Deductions

Odyssey Charter School, Inc. is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Site Administrator. You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular payday.

4.7 Recording Time

All teachers, unless otherwise scheduled, must arrive at school no later than one half hour before the school's designated start time.

All employees, salary and hourly, are required to clock-in and out as designated by the school. Non-Exempt, hourly-employees, should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period using the school's approved time keeping system. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime hours must always be pre-approved, in writing by the Site Administrator before it is performed.

You must clock-in and out to ensure you are paid for all hours worked and must follow established Company procedures for recording hours worked. Time must be recorded as follows:

- Clock-in immediately before starting your shift.
- Clock-out immediately after finishing work, before your meal period.
- Clock-in immediately before resuming work, after your meal period.
- Clock-out immediately after finishing work.
- Clock-in and out immediately before and after any other time away from work.

If for any reason an employee's own time records show any sort of disparity from the school's time records or the workers' pay stubs, then the employee must report that disparity immediately to their school-based HR Representative and submit those records in order to ensure accurate wage payments.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-Exempt, hourly, employees should not report to work no more than 7 minutes prior to their scheduled starting time nor stay more than 7 minutes after their scheduled stop time without expressed, prior authorization from the Site Administrator.

4.8 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Odyssey Charter School, Inc.

Travel expenses are the reasonable and necessary expenses incurred by employees when traveling on approved Odyssey Charter School, Inc. business trips. Travel is limited to business activities for which other means of communication is inadequate and for which prior approval from your Site Administrator has been received.

Advances

The School does not generally provide cash travel advances. Normally, you will be expected to use personal credit cards and/or your own cash and submit approved expenses on the standard Expense Report Form.

Travel Expenses

The School pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals (in accordance with our per diem rates: room service excluded)
- Lodging.
- Car rental, bus, taxi, parking.
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Air Travel

Use economy or tourist class airfares when traveling on School business. In addition, private, noncommercial aircraft or chartered aircraft is not to be used, and no more than two School officers should travel together on the same flight.

Airfares are to be charged to personal credit cards and subsequently submitted for reimbursement on a monthly expense report.

Hotels

Neither in-room movies, room service, nor refreshment bars are approved School expenses.

Insurance

The School does not pay for personal travel insurance for employees.

This list is not all-inclusive.

Vehicles

Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the Company may not be used for personal use without prior approval. Car rental insurance is not a reimbursable expense.

Reporting

When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. The employee should review the form for accuracy of completion, since incomplete forms will only delay reimbursement.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Resignation Policy

Odyssey Charter School, Inc. hopes that your employment with the School will be a mutually rewarding experience; however, the School acknowledges that varying circumstances can cause you to resign employment. The School intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The School requests that you provide a minimum of two weeks' notice of your resignation. If you are an educator, you are requested to provide a minimum of thirty days' notice. Provide a written resignation letter to your Site Administrator. If you provide less notice than requested, the School may deem you to be ineligible for rehire, depending on the circumstances of the notice given.

The School reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Final Pay

The School will pay separated employees in accordance with applicable laws and other sections of this handbook.

Notify the School if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all School property at the time of separation. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the School may pursue criminal charges for failure to return School property.

5.2 Criminal Activity/Arrests

Odyssey Charter School, Inc. will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the School, whether on or off School property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.3 Exit Interview

You may be asked to participate in an exit interview when you leave Odyssey Charter School, Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the School in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.4 Open Door/Conflict Resolution Policy

Odyssey Charter School, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Site Administrator and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its employees, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your Site Administrator at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Site Administrator. If

you have already brought this matter to the attention of your Site Administrator before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.5 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Odyssey Charter School, Inc. is prohibited. The School recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the School should be reported to your Site Administrator. Failure to adhere to this policy may result in discipline up to and including termination.

5.6 Pay Raises

Annual pay increases based on exceptional performance may be determined on a case-by-case basis, as evaluated by the Odyssey Charter School, Inc. Board of Directors.

5.7 Performance Improvement

Your performance is important to our school. Your Site Administrator will review your job progress annually within our school and help you set new job performance plans.

Official evaluations will be conducted two (2) times during the school year for employees who have been with the school for three (3) years or less and one (1) time during the school year for employees who have been with the school for greater than three (3) years. Satisfactory performance reviews do not necessarily result in merit increase, but they assist in annual evaluations and pay increases.

In the event that you are unsatisfied with a performance review, please complete the appropriate section of the review to note your dispute. Further, if you feel that your Site Administrator is not objectively reviewing your skill as an educator, you may file a grievance by contacting Human Resources within five (5) business days of the disputed review.

Our performance review program provides the basis for better understanding between you and your Site Administrator. with respect to your job performance, potential and development within the school.

5.8 Post-Employment References

Odyssey Charter School, Inc. policy is to confirm dates of employment and job title only. With written authorization, the School will confirm compensation. Forward any requests for employment verification to Human Resources.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our Company.

5.9 Promotions

To match you with the job for which you are best suited and to meet the business needs of Odyssey Charter School, Inc., you may be transferred from your current job. It is our policy to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis according to employees possessing the needed skills, education, experience, and other qualifications that are required for the job.

All employees promoted into new job positions will undergo a 90-day introductory period as described in the New Hires and Introductory Periods policy. Unlike new hires, however, such employees will continue to receive School benefits for which they are eligible.

Job opening may be posted in-house. If you are interested in applying for one of these positions, notify your Site Administrator and speak to the person indicated on the notice.

5.10 Standards of Conduct

Odyssey Charter School, Inc. wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the School or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of School trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.

- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on School premises during working hours.
- Failure to dress according to School policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.11 Termination of Employment

The School may terminate employment as follows:

1. For an employee in his/her first year with the school, a decision by the Site Administrator to discontinue employment after the 60-day evaluation/probation period.
2. An unsatisfactory result of background, fingerprinting, and/or drug screenings at any time during employment.
3. For failure to perform the duties required of the employee, or for a transgression by the employee which endangers the safety of anyone at the school or which involves conduct that is disruptive to the operation of the school or the academic advancement of the school. In such case, the school may require the employee to immediately cease presence and activity at the school.
4. For illness, accident or disability that incapacitates the employee for a period of more than 60 days (FMLA excluded).
5. For cause. The employee agrees that the following events may result in her/his termination yet are not exhaustive. The school may terminate employment, during its term, for any of the following acts by the employee: (i) failure to perform her/his essential duties; (ii) dishonesty; or (iii) gross misconduct or gross dereliction of duty; or (iv) misrepresentation or other acts of moral turpitude or criminal conduct; or (v) insubordination; or (vi) obtainment of a score of failure on a formal evaluation system conducted by the administration; or (vii) failure of a teacher to complete daily responsibilities such as lesson plans, grading, parent conference, etc.; (viii) participating in illegal or questionable activities that would reflect negatively on the school such as drinking alcohol outside school premises while wearing the school uniform or school emblem; or (ix) use of inappropriate language within the classroom or in the presence of students.
6. Upon termination of employment created hereby, whatever may be the cause of such termination, the school shall pay to the employee any compensation earned by the employee up to the date of termination and the employee shall accept such payment as full discharge and release of the school from any further obligations to the employee.
7. It is mutually covenanted and agreed that a teacher desiring to terminate their Teacher Employment Agreement is required to give, in writing, thirty (30) working days written notice of such termination and notice of termination is of the essence of the compensation paid by the school to the teacher.
8. The Teacher Employment Agreement may be terminated by the mutual agreement of the parties.

It is mutually covenanted and agreed that employees desiring to terminate their employment are required to give, in writing, thirty (30) working days written notice of such termination, and notice of termination is of the essence of the compensation paid by the School to the employee.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees who are rehired following a break in service, other than an approved leave of absence, must serve a new initial introductory period whether or not such a period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All school property must be returned at the end of employment. Otherwise, the school may take action to recoup any replacement costs and/or seek the return of school property through appropriate legal recourse.

You should notify the school if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

5.12 Transfers

You can discuss transfer opportunities with your Site Administrator. In addition, individuals wishing to transfer must have received excellent evaluations for two (2) consecutive evaluation periods. Transfers will be considered on a first come-first serve basis. Any transfer is subject to position availability.

Odyssey Charter School, Inc. may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with administrator approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

6.0 General Policies

6.1 Bulletin Boards

Odyssey Charter School, Inc. maintains an official bulletin board located at our facility for providing employees with official School notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the School may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.2 Classroom Neutrality

Odyssey Charter School recognizes the right of its employees, as citizens, to engage in the political process. However, Odyssey also recognizes that school time and property, are not permitted to be used for partisan political purposes. This includes the classroom and classroom instruction. Nothing in this policy shall be interpreted as prohibiting teachers from conducting appropriate activities which encourage students to become involved in the political processes of the party of the students' choice or as independents; nor does it prohibit the fair use of political figures as resource persons in the classrooms. Staff members are reminded that Odyssey is

a public school, and as such, remains apolitical. Neutrality in both curriculum and classroom instruction is paramount to creating an atmosphere of inclusiveness, where all students, regardless of their beliefs and opinions, feel welcome. A Staff member's personal opinions on social or political issues (even on ones of great public importance) are not necessarily representative of Odyssey as an institution and should not affect the performance of their duties.

Teachers are also reminded of their ethical and professional obligations pursuant to *Rule 6A-10.081*, Florida Administrative Code. *Rule 6A-10.081* contains several obligations for educators that are relevant to maintaining neutrality in the classroom, including:

Obligations to Students:

- Shall not unreasonably deny a student access to diverse points of view.
- Shall not intentionally suppress or distort subject matter relevant to a student's academic program.
- Shall not intentionally expose a student to unnecessary embarrassment or disparagement.
- Shall not harass or discriminate against any student on the basis of race, color, religion, sex, age, national or ethnic origin, political beliefs, marital status, handicapping condition, sexual orientation, or social and family background and shall make reasonable effort to assure that each student is protected from harassment or discrimination.

Obligations to the Public:

- Shall take reasonable precautions to distinguish between personal views and those of any educational institution or organization with which the individual is affiliated.
- Shall not intentionally distort or misrepresent facts concerning an educational matter in direct or indirect public expression.
- Shall not use institutional privileges for personal gain or advantage

6.3 Candidate for Political Office

In view of employment obligations, a school employee who offers himself/herself as a candidate for public office shall notify the Site Administrator immediately upon qualifying for election. He/She shall file with the Site Administrator a written plan to conduct a campaign that will not interfere with fulfilling his/her obligations to the school.

6.4 Supporting Political Candidates

No employee shall solicit support for any political candidate during regular work hours or on school property. Candidates for public office or their representatives shall not be permitted to solicit support during the employee's regular work hours or on school property without the written permission of the Site Administrator.

6.5 Care of Parents and Students Records

The impression that parents and students have of our school is based, in part, on the way we care for their records. If we are careless with their files and records, parents and students may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that parents and student files are handled with care.

When possible, obtain all material from parents and student files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for parents and student material be fulfilled unless prior written permission is received from your Site Administrator

6.6 Contact with the Company

The School should know your location at all times during business hours. Your Site Administrator will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the school during working hours.

6.7 Computer Security and Copying of Software

Software programs purchased and provided by Odyssey Charter School, Inc. are to be used only for creating, researching, and processing materials for School use. By using School hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable School policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the School, or developed by School employees or contract personnel on behalf of the School, is and will be deemed School property. It is the policy of the School to respect all computer software rights and to adhere to the terms of all software licenses to which the School is a party. The CEO is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the School to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain your manager's approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the School.

6.8 Driving Record

All employees required to operate a motor vehicle as part of their employment duties at Odyssey Charter School, Inc. must maintain a valid driver's license and acceptable driving record. The School may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license for your personnel file. Any changes in your driving record, including but not limited to driving infractions, must be reported to the School.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. If you use your own vehicle as a part of your employment duties, you must provide management with a current proof of insurance statement or card. New proof of insurance is required every time your policy expires and renews.

6.9 Identification Badges

You will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working.

Visitors must wear a badge if they will be going beyond the reception area.

6.10 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Odyssey Charter School, Inc. has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to Site Administrator.

6.11 Office Supplies

Our School maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by your Site Administrator.

If you need additional items not regularly stocked, please speak to your Site Administrator to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

6.12 Off-Duty Use of Employer Property or Premises

You may not use Odyssey Charter School, Inc. property for personal use during working time. You are responsible for returning School property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, School products, or office supplies for personal use without prior authorization.

It is School policy to control off duty and nonworking hour use of School facilities either for business or personal reasons. You are prohibited from using School facilities during off duty or nonworking hours without the written consent of your Site Administrator. If you use School facilities during your off-duty hours or School off-hours, you may be required to sign a log-in and log-out sheet maintained by the School or building manager.

6.13 Parking

Parking facilities are available to employees. You are required to park in the areas designated during the employee orientation session by your Site Administrator.

The School is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

6.14 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Odyssey Charter School, Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The School, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the School. Contact your Site Administrator to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.15 Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our parents and students' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct parents and student contact, you represent the School with your appearance as well as your actions. The properly-attired individual helps to create a favorable image for the school, to the public and fellow employees.

The school maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for their job.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Company provided shirts may be worn.
- Shoes must provide safe, secure footing, and offer protection against hazards.
- Canvas or athletic type shoes are not appropriate professional attire. No flip flops or beach footwear.
- Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and shaved heads, do not present an appropriate professional appearance.

- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Excessive makeup is not permitted.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Multiple ear piercings (more than two rings in each ear) are not professionally appropriate and must not be worn during business hours.
- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible tattoos and similar body art must be covered during business hours.

Dress-Down Fridays

- Knee-length walking shorts, or
- Dark-wash intact jeans with no rips
- No leggings (unless worn with a dress, long shirt or long sweater)

6.16 Personal Relationships in the Workplace

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. The Company also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within thirty (30) calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

6.17 Personal Cell Phone/Mobile Device Use

While Odyssey Charter School, Inc. permits employees to bring personal cell phones and other mobile devices (i.e. smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on School property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the School requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the School network or to School equipment (computers, printers, etc.).

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.18 Personal Data Changes

It is your obligation to provide Odyssey Charter School, Inc. with your current contact information, including current mailing address and telephone number. Inform the School of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact payroll or the appropriate department, or person.

6.19 Security

All employees are responsible for helping to make Odyssey Charter School, Inc. a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Site Administrator immediately. Refrain from discussing specifics regarding School security systems, alarms, passwords, etc. with those outside of the School.

Immediately advise your Site Administrator of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the School. Safety and security is the responsibility of all employees and we rely on you to help us keep our premises secure.

6.20 Security of Electronic Devices

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the school are school property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the school. You must notify the Technology Manager immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is school property. The device is subject to inspection by the school at any time without further advance notice. The device must be used in a manner that complies with all school policies including the Acceptable Use of Electronic Communications, Confidentiality of Parents and student Matters, and Care of Parents and student Records.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

6.21 Self-Reporting Rule

All employees shall self-report, in writing, to the Site Administrator and the Human Resources Department at Green Apple School Management, LLC, within forty-eight (48) hours of any arrests, citations, or charges involving the abuse of a child, the sale and/or possession of a controlled substance, or charges involving sexual misconduct, sexual battery, possession (including e-mail transmission) or sale of pornography involving minors, and sexual relations with students. Such notice shall not be considered an admission of guilt nor shall be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial.

It is the responsibility of the employee to immediately notify the Site Administrator and the Human Resources Department at Green Apple School Management, LLC, with forty-eight (48) hours of receipt of notice from the local school district and/or Florida Department of Education of any issues that arise regarding fingerprint clearance and/or the issuance of a Florida teaching certificate.

In addition, all persons shall self-report, in writing, within forty-eight (48) hours, any arrest, conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion intervention program, or entering a plea of guilty or nolo contendere for any criminal offense other than minor traffic violations. DUI and DWI are no considered minor and must be reported.

6.22 Social Media Policy

At Odyssey Charter School, Inc., we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the School or its managed schools, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the School or its managed schools.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames parents and students, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person's reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the school, fellow employees, parents and students, and people working on behalf of the school or competitors.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the School or its managed schools, as well as any other form of electronic communication.

School principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the School or its managed schools.

Know and Follow the Rules

Faculty and Staff of Odyssey Charter School, Inc. are considered ambassadors to the community, as well as role models for students. Therefore, they must maintain professionalism on all social media platforms, digital and written communication.

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

You should strive to be respectful to others online. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or School policy. Your personal posts and social media activity should not reflect upon or refer to the School or its managed schools.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School or its managed schools.
- Do not create a link from your personal blog, website, or other social networking site to a School website that identifies you as speaking on behalf of the School or its managed schools.
- Never represent yourself as a spokesperson for the School or its managed schools. If the School is a subject of the content you are creating, do not represent yourself as speaking on behalf of the School or its managed schools. Make it clear in your social media activity that you are speaking on your own behalf. It is best to include a statement such as, “The postings on this site are my own and do not necessarily reflect the views of Odyssey Charter School, Inc.” Respect copyright, trademark, third-

party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the School or its managed schools.

Media Contacts

If you are not authorized to speak on behalf of the School or its managed schools, do not speak to the media on behalf of the School. Direct all media inquiries for official School responses to the CEO.

Retaliation and Your Rights

Employees are encouraged to report violations of this policy. Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.23 Social Security Number Privacy and Protection of Personal Information

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with Company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this Company policy and operating procedures may conflict with state law, the state law shall supersede this policy.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy and the Company's operating procedures, please contact your Supervisor.

6.24 Suggestion Policy

At Odyssey Charter School, Inc., we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, provide services, or meet customer and client needs. Discuss your ideas with your Site Administrator or another member of the administrative team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the School.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with School tools or property are considered to be the property of the School.

6.25 Telephone Use

Odyssey Charter School, Inc. phones are principally for work-related communications. Unless there is an emergency, limit long distance telephone calls to business purposes only. Limit personal use of School telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Use of Company Technology Policy.

6.26 Third Party Disclosures

From time to time, Odyssey Charter School, Inc. may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the School and should refer any call requesting the position of the School to the Site Administrator. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Site Administrator.

6.27 Use of Company Technology

This policy is intended to provide Odyssey Charter School, Inc. employees with the guidelines associated with the use of the School information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the School, and all use of such resources and systems when accessed using your own devices, including but not limited to:

List items, such as:

- Email systems and accounts.
- Internet and intranet access.
- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.

- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

School IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in School IT resources and communications systems are the property of the School. Therefore, employees should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on School electronic information and communications systems.

The School reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over School IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the School will exercise this right periodically, without prior notice and without prior consent.

The interests of the School in monitoring and intercepting data include, but are not limited to: protection of School trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on School IT resources and communications systems.

Do not use School IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

6.28 Visitors

If you are expecting a visitor, please notify your Site Administrator. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

6.29 Workplace Privacy and Right to Inspect

Odyssey Charter School, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the School and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

7.0 Benefits

7.1 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Site Administrator for clarification.

7.2 Employee Assistance Program (EAP)

Odyssey Charter School, Inc. provides confidential assistance through its employee assistance program (EAP) to all eligible employees and their family members/dependents. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the School.

In certain circumstances, you may be referred to the EAP by your Site Administrator due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

Eligible full-time and part-time employees may participate in our employee assistance program after completing sixty days of employment.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the School.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from Human Resources.

7.3 Flexible Spending Account (FSA)

Odyssey Charter School, Inc. provides Flexible Spending Account (FSA) benefits for eligible employees. FSAs provide tax-free reimbursement to employees for health care and/or dependent care expenses that are not reimbursed by any other insurance or reimbursement program.

A Health Care FSA provides eligible employees the opportunity to pay for medical expenses, on a pretax basis, that are not reimbursed by an insurance plan. Both the amount you contribute and the amount you are reimbursed from your Health Care FSA are income tax free.

A Dependent Care FSA provides eligible employees the opportunity to pay for dependent care expenses for a child, disabled spouse, or dependent parent, on a pretax basis. Both the amount you contribute and the amount you are reimbursed from your Dependent Care FSA are income tax free.

All regular full-time employees are eligible for the above FSA benefits.

If eligible, you may elect an annual amount to contribute, which will be divided and deducted from your pay each pay period, and may be used to pay for eligible expenses. Annual elections are limited by established plan maximums and are subject to applicable IRS forfeiture and rollover provisions.

Contact the Site Administrator for a copy of the plan summary and for questions about this benefit.

7.4 Paid Time Off (PTO)

Full-time employees are eligible for Paid Time Off (PTO). Part-time employees do not accrue PTO.

PTO is calculated according to the following schedules:

Full-time 10 month salary employees are granted up to ten (10) PTO days annually and is accrued as follows based on the school year:

At the beginning of the school year in August, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued ten (10) days of PTO.

Full-time 11 month salary employees are granted up to eleven (11) PTO days annually and is accrued as follows based on the company fiscal year:

At the beginning of the fiscal year in July, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued eleven (11) days of PTO.

Full-time hourly employees are granted up to four (4) PTO days annually and is accrued as follows based on the school year:

At the beginning of the school year in August, you will accrue one (1) day of PTO per month.

Full-time 10 month salary employees are granted up to ten (10) PTO days accrued as follows:

At the beginning of the school year in August, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued ten (10) days of PTO.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Submit PTO requests in writing at least one week in advance to your Site Administrator. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times. Due to the potential for disruption, the Site Administrator has the right to refuse a teacher a requested day where it would result in the absence of 2 or more teachers on the same day.

PTO can be used as sick time or to take care of personal matters PTO may not be used for vacation time, except for certain exemptions upon written approval by your Site Administrator.

You may use accrued PTO to care for a child who is sick. Employees may be asked to provide written proof of "need" by their physician when requesting personal days for an illness exceeding three days, PTO cannot be carried over from one year to the next nor is pay granted in lieu of taking the actual time off.

PTO shall not be granted for any vacation time or for extended vacation times (i.e. Winter or Spring Break) or school holidays. PTO will not be granted during critical times of the school year, including the first or last weeks of school, or weeks prior to or during standardized testing. Please consult the annual 10 and 11-month employee calendars to avoid conflicts.

Emergency exceptions to this PTO policy may be granted in writing by the Site Administrator at their sole discretion.

At the end of employment, eligible employees will not be paid for earned but unused PTO, unless state law dictates otherwise.

7.5 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Odyssey Charter School, Inc. 401(k) plan. The School provides for employee pre-tax deferral contributions and after- tax Roth contributions and also provides for employer matching of up to 3% of compensation. Please note that there is no vesting schedule for your Company's match. Refer to your Summary Plan Description (SPD) for specifics.

Contact appropriate person or department to find out if you are eligible to participate in the School 401(k) plan. The School is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the School, unless otherwise required by law.

7.6 Bereavement Leave

Odyssey Charter School, Inc. recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the School will provide bereavement leave as follows:

Full-time employees are eligible immediately upon hire for 2 day(s) of paid bereavement leave for the death of an immediate family member.

Exempt employees may use their PTO days when necessary. The company complies with state and federal wage and hour laws for exempt and non-exempt employees.

You may use accrued but unused paid time off if additional time is needed. Additional unpaid time off may be granted at the discretion of the School on a case-by-case basis.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The School may require documentation supporting your need for bereavement leave.

7.7 Child Care

Employees may participate in the before-care and after-care program for their children at a reduced cost established yearly by the OCS, Inc. Board of Directors. Full day care or care during in-service days shall be at a reduced fee also determined by the OCS, Inc. Board of Directors.

7.8 Continuing Education Policy and Tuition Assistance

We believe in the continuing education of our employees. Where it can be demonstrated that the School will benefit from an employee's participation in an educational program or professional organization, with your Site Administrator's approval, a portion or all of the related reasonable expenses may be paid by the School. Requests for payment of expenses related to educational programs and professional organizations must be approved in advance by your Supervisor. If you are a non-exempt employee and the School sends you to a class or training program during normal working hours related to your employment, you will be paid for that time in accordance with state and federal wage and hour laws. If you are interested in attending an outside class and having the School pay for your attendance, you are required to provide advance written notice describing the class, including the subject matter, length, and cost. Depending on the type of training, the School may reimburse some or all of the fees, including materials expenses, meals, and transportation. If your Site Administrator approves of your attendance at a class that is not sponsored by the School, you will be reimbursed once you have attended and paid for the class.

7.9 Tuition Reimbursement Program

The School recognizes that the skills and knowledge of its employees are critical to the success of the institution. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the School. This benefit is subject to budgetary funding availability.

The following criteria will be used for Tuition Reimbursement for Full-time Certified Teacher Employees:

All full-time certified teachers shall be eligible to receive tuition reimbursement for up to six (6) graduate semester hours, per contract year, from an accredited institution of higher learning at a rate not to exceed \$150.00 per semester hour, up to a total of 36 graduate semester hours leading to an advanced degree in subject field.

1. The period in which the six (6) hours may be taken extends from the fall term to the succeeding fall term for the particular institution the employee is attending. Tuition reimbursement shall be limited to:
 - a. Graduate level courses leading to a Master's Degree, Specialist Degree, or Doctorate Degree in the subject area.
 - b. Undergraduate and/or graduate level courses leading to state certification in a subject area designated as critical staff shortage area.
 - c. Graduate level courses leading to a state certification in Educational Leadership are subject to additional requirements and approvals.
 - i. Employees wishing to submit Educational Leadership courses for reimbursement must apply prior to the beginning of the program.
 - ii. The application process begins with the Site Administrator at your School.
 - iii. Approval for reimbursement will be based upon school needs.
 - iv. A minimum of 3 years-experience is required. In addition, one (1) year must have been at an Odyssey Charter School, Inc. School
 - v. All evaluations must be excellent

2. Teachers receiving reimbursement must have obtained a "B" average or better in the course(s) for which reimbursement is expected.
3. In order to receive reimbursement, receipt(s) for paid tuition and official transcript(s) shall be submitted to the Human Resources Department upon completion of the course(s), along with the completed tuition reimbursement request form.
4. Request for reimbursement must be submitted within 90 days of completion of the course. You must provide the tuition reimbursement request form, transcripts and a copy of the paid receipt. Please note, you will not be reimbursed for parking decals, etc.

7.10 Dental Insurance

All regular full-time employees who work an average of 30 hours or more each week at Odyssey Charter School, Inc. are eligible for the School dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.11 Employer-Sponsored Disability Benefits

Odyssey Charter School, Inc. provides employees with disability income protection when they miss work due to nonwork related disabilities.

Eligible employees who work an average of 30 hours or more each week are eligible for the short-term disability insurance program on the first of the month after 60 consecutive days of employment. This insurance program is designed to provide income for you when you are absent from work for more than 15 calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum of \$500, for up to 13 weeks.

The cost of this insurance is fully paid by the School.

The terms and conditions for the disability insurance program are outlined in the Summary of Plan Benefits. Contact your school-based HR Representative for a copy of the plan provisions and for any questions about the benefit.

7.12 Employee Bonuses

Employees may receive bonuses from time to time. These are based on the individual merit, the school's profitability and any other factor(s) deemed significant by the school. Whether or not bonuses are granted, and the amounts granted are within the sole discretion of the Board.

7.13 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Site Administrator for clarification.

7.14 Health Insurance Policy

Eligible employees who are regularly scheduled to work and regularly do work a minimum of 30 hours each week may enroll in an employee only, an employee plus children, an employee plus spouse, or a family

contract on the first of the month following sixty days of employment. Eligible employees may also choose to "opt" out of the medical plan. If an employee elects to decline participation, the employee may receive a fixed amount per month as determined by the OCS, Inc. Board of Directors. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from your school-based HR Representative.

To assist you with the cost of this insurance, our school pays a portion of employee only medical insurance. Employees are responsible for paying for additional family members including children, spouse, or family through payroll deduction.

Participating employees are also covered under our medical insurance plan's individual term life insurance policy in the amount of 10K and prescription drug programs.

Benefits may be canceled or changed at the discretion of the School, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the School will provide you with information about your rights to continue your benefits coverage.

7.15 Holidays

The school follows the same calendar as the County Public School District in which the school is located and may include additional pre-planning and post-planning days and holidays.

The school will grant holiday time off to all eligible full-time hourly employees, with up to four (4) paid holidays per year. Holidays for hourly and salary employees will be listed on the Employee Calendars approved annually by the OCS, Inc. Board of Directors.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Employees must work their scheduled workday before and after the holiday in order to be paid for the holiday unless you are absent with prior written permission from the Site Administrator.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

7.16 Professional Leave

All full-time employees who have completed one year of employment are eligible for a paid professional leave of absence to permit employees to attend meetings of professional or educational organizations, when the experience shall be deemed to be a substantial benefit to the Company and shall have an immediate application to the current role of the employee. Professional leaves may not exceed thirty (30) calendar days during which time no benefits will accrue.

Your application for a professional leave of absence must be made and approved by your Site Administrator prior to registration.

We will make reasonable efforts to return you to the same or similar position you held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please ask your Site Administrator.

7.17 Education Leave

All full-time employees who have completed one year of employment are eligible for an unpaid education leave of absence to attend college or vocational school full-time. Education leaves may not exceed one year during which time no benefits will accrue.

Your application for an education leave of absence must be made and approved by your Site Administrator prior to registration.

We will make reasonable efforts to return you to the same or similar position you held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please ask your school-based HR Representative.

7.18 Personal Leave of Absence

Under special circumstances, full time employees who have completed one year of employment may be granted a leave of absence without pay.

The following general provisions apply to all leaves of absence:

- A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a physician's statement that certifies the need for the extension. The application for a leave of absence shall receive the approval of the Site Administrator or Designee prior to the effective date of the leave. Except in cases of emergency, the request shall be filed with the Site Administrator or Designee at least ten (10) days before the date on which the proposed leave is to become effective.
- Failure to return to work on the first workday following the expiration of an approved leave of absence shall be considered a resignation/voluntary termination.
- Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.
- Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
- Employees on leave of absence must communicate with the School on a regular basis, at least once each month or more frequently if requested by the School, regarding their status and anticipated return to work date.
- Employees on leave of absence who seek or accept other employment without the School's prior written approval will be subject to disciplinary action, up to and including possible termination.
- Employees who falsify the reason for their leave of absence will be subject to disciplinary action, up to and including possible termination.
- All leaves of absence must be approved in advance, in writing, by the Administrator.
- All leave shall expire no later than June 30th of each school year. When a second year of leave is being requested, the employee shall reapply for leave effective July 1.
- Coverage under the School's group insurance plans will be continued on the following basis:
 - For the first 30 days of an approved leave of absence, the School will continue to contribute to premiums as if the employee were actively at work.
 - Employees will be required to pay the entire premium for continued coverage during the portion of an approved leave of absence in excess of 30 days.

- Employees must make arrangements with the School to pre-pay their share of group insurance premiums before going on leave of absence.

An employee shall be returned to position after leave under the following conditions:

- (a) An employee on leave who is eligible for reassignment for the next school year shall request reassignment in writing to the Site Administrator or Designee by March 1st.
- (b) An employee returning from a leave of absence for extended illness or maternity leave shall submit a physician's statement verifying satisfactory health for working. Persons returning from the other leaves of absences may be required to submit a physician's statement verifying health.
- (c) Upon return, an employee granted professional leave to continue education shall present a transcript verifying at least twenty-four (24) semester hours of credit or its equivalent during the year of absence.
- (d) In the event an employee on leave does not carry out the purposes for which the leave was granted, the leave shall be canceled and the employee's right to a position be terminated unless prior approval for the Board is obtained for a change.

NOTE: Personal leave and/or sick days do not accrue while an employee is on leave without pay or on disability.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of absence, subject to our staffing and business requirements.

7.19 Life Insurance

Eligible employees who work an average of 30 hours or more each week may enroll.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the employee.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider.

Complete details of this plan may be obtained from your school-based HR Representative.

7.20 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Odyssey Charter School, Inc. are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.21 Regular Part-Time Personnel

All employees who work fewer than 29 hours per week are considered part time. Part-time employees are not eligible for Odyssey Charter School, Inc. benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.22 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by Odyssey Charter School, Inc. and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the School.

7.23 Vision Care Insurance

Eligible employees who work an average of 30 hours or more each week may enroll in this plan on the first of the month following sixty days of employment.

You will be responsible for the full cost of this plan through payroll deduction.

Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.24 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Odyssey Charter School, Inc., no matter how slightly, you are to report the incident immediately to your Site Administrator. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Site Administrator immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.25 COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) provides the opportunity for eligible Odyssey Charter School, Inc. employees and their beneficiaries to continue health insurance coverage under the School health plan when a "qualifying event" could result in the loss of eligibility. Qualifying events include resignation, termination of employment, death of an employee, reduction in hours, a leave of absence, divorce or legal separation, entitlement to Medicare, or where a dependent child no longer meets eligibility requirements.

Contact your school-based HR Representative to learn more about your COBRA rights.

7.26 Family and Medical Leave (FMLA) Policy

In accordance with the Family and Medical Leave Act of 1993 (FMLA), Odyssey Charter School, Inc. provides up to 12 or 26 weeks of unpaid, job-protected leave in a 12-month period to covered employees in certain circumstances.

Eligibility

To qualify for FMLA leave, you must:

1. Have worked for the School for at least 12 months, although it need not be consecutive;
2. Worked at least 1,250 hours in the last 12 months; and
3. Be employed at a worksite that has 50 or more employees within 75 miles.

Leave Entitlement

You may take up to 12 weeks of unpaid FMLA leave in a 12-month period for any of the following reasons:

- The birth of a child and in order to care for that child (leave must be completed within one year of the child's birth);
- The placement of a child with you for adoption or foster care and in order to care for the newly placed child (leave must be completed within one year of the child's placement);
- To care for a spouse, child, or parent with a serious health condition;
- To care for your own serious health condition, which makes you unable to perform any of the essential functions of your position; or
- A qualifying exigency of a spouse, child, or parent who is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty).

The 12-month period is a "rolling" 12-month period measured backward.

You may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that you take FMLA leave to care for a spouse, child, or next of kin who is a covered service member and who has a serious injury or illness related to active duty service.

As used in the policy:

- **Spouse** means a husband or wife as recognized under state law for the purposes of marriage in the state or other territory or country where the marriage took place.
- **Child** means 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 FMLA leave is to commence. A child for the purposes of military exigency or military care leave can be of any age.
- **Parent** means a biological, adoptive, step, or foster parent or any other individual who stood in loco parentis to you when you were a child.
- **Next of kin** for the purposes of military care leave is a blood relative other than a spouse, parent, or child in the following order: brothers and sisters, grandparents, aunts and uncles, and first cousins. If a military service member designates in writing another blood relative as his or her caregiver, that individual will be the only next of kin. In appropriate circumstances, you may be required to provide documentation of next of kin status.
- **Serious health condition** means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider. Ordinarily, unless complications arise, cosmetic treatments and minor conditions such as the cold, flu, ear aches, upset stomach, minor ulcers, headaches (other than migraines), and routine dental problems are examples of conditions that are not serious health conditions under this policy. If you have any questions about the types of conditions that may qualify, contact Human Resources.
- **Health care provider** means a medical doctor or doctor of osteopathy, physician assistant, podiatrist, dentist, clinical psychologist, optometrist, nurse practitioner, nurse-midwife, clinical social worker, or Christian Science practitioner licensed by the First Church of Christ. Under limited circumstances, a chiropractor or other provider recognized by our group health plan for the purposes of certifying a claim for benefits may also be considered a health care provider.
- **Qualifying exigencies** for military exigency leave include:

- Short-notice call-ups/deployments of seven days or less (**Note:** Leave for this exigency is available for up to seven days beginning the date of call-up notice);
- Attending official ceremonies, programs, or military events;
- Special child care needs created by a military call-up including making alternative child care arrangements, handling urgent and nonroutine child care situations, arranging for school transfers, or attending school or daycare meetings;
- Making financial and legal arrangements;
- Attending counseling sessions for yourself, the military service member, or the military service members' son or daughter who is under 18 years of age or is 18 or older but incapable of self-care because of a mental or physical disability;
- Rest and recuperation (**Note:** Fifteen days of leave is available for this exigency per event);
- Post-deployment activities such as arrival ceremonies, re-integration briefings, and other official ceremonies sponsored by the military (**Note:** Leave for these events are available for 90 days following the termination of active duty status). This type of leave may also be taken to address circumstances arising from the death of a covered military member while on active duty;
- Parental care when the military family member is needed to care for a parent who is incapable of self-care (such as arranging for alternative care or transfer to a care facility); and
- Other exigencies that arise that are agreed to by both the School and you.
- A **serious injury/illness** incurred by a service member in the line of active duty or that is exacerbated by active duty is any injury or illness that renders the service member unfit to perform the duties of his or her office, grade, rank, or rating.

Notice and Leave Request Process

If the need for leave is foreseeable because of an expected birth/adoption or planned medical treatment, you must give at least 30 days' notice. If 30 days' notice is not possible, give notice as soon as practicable (within one or two business days of learning of your need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

In addition, if you are seeking intermittent or reduced schedule leave that is foreseeable due to planned medical treatment or a series of treatments for yourself, a family member, or covered service member, you must consult with the School first regarding the dates of this treatment to work out a schedule that best suits your needs or the needs of the covered military member, if applicable, and the School.

If the need for leave is unforeseeable, provide notice as soon as possible. Normal call-in procedures apply to all absences from work, including those for which leave under this policy may be requested. Failure to provide appropriate notice may result in the delay or denial of leave.

Certification of Need for Leave

If you are requesting leave because of your own or a covered relative's serious health condition, you and the relevant health care provider must supply appropriate medical certification. You may obtain Medical Certification forms from your school-based HR Representative. When you request leave, the School will notify you of the requirement for medical certification and when it is due (at least 15 days after you request leave). If you provide at least 30 days' notice of medical leave, you should also provide the medical certification before leave begins. Failure to provide requested medical certification in a timely manner may result in denial of FMLA-covered leave until it is provided.

At our expense, the School may require an examination by a second health care provider designated by us. If the second health care provider's opinion conflicts with the original medical certification, we, at our expense, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and

binding opinion. Subsequent medical recertification may also be required. Failure to provide requested certification within 15 days, when practicable, may result in delay of further leave until it is provided.

The School also reserves the right to require certification from a covered military member's health care provider if you are requesting military caregiver leave and certification in connection with military exigency leave.

Call-In Procedures

In all instances of absence, the call-in procedures and standards established for giving notice of absence from work must be followed.

Leave Increments

Intermittent Leave

If medically necessary, FMLA leave for a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or workday). FMLA leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service.

As FMLA leave is unpaid, the School will reduce your salary based on the amount of time actually worked. In addition, while you are on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the School may temporarily transfer you to an available alternative position that better accommodates your leave schedule and has equivalent pay and benefits.

Parental Leave

Leave for the birth or placement of a child must be taken in a single block and cannot be taken on an intermittent or reduced schedule basis. Parental leave must be completed within 12 months of the birth or placement of the child; however, you may use parental leave before the placement of an adopted or foster child to consult with attorneys, appear in court, attend counseling sessions, etc.

Family Care, Personal Medical, Military Exigency, and Military Care Leave

Leave taken for these reasons may be taken in a block or blocks of time. In addition, if a health care provider deems it necessary or if the nature of a qualifying exigency requires, leave for these reasons can be taken on an intermittent or reduced-schedule basis.

Paid Leave Utilization During FMLA Leave

FMLA leave is unpaid. If you are taking parental, family care, military exigency, and/or military care leave, you must utilize available vacation/PTO, personal days, and/or family illness days during this leave. If you are taking personal medical leave, you must utilize available sick, personal, and vacation/PTO days during this leave. If you are receiving short- or long-term disability or workers' compensation benefits during a personal medical leave, you will not be required to utilize these benefits. However, you may elect to utilize accrued benefits to supplement these benefits.

Fitness for Duty Requirements

If you take leave because of your own serious health condition (except if you are taking intermittent leave), you are required, as are all employees returning from other types of medical leave, to provide medical certification that you are fit to resume work. You will not be permitted to resume work until it is provided.

Health Insurance

Your health insurance coverage will be maintained by the School during leave on the same basis as if you were still working. You must continue to make timely payments of your share of the premiums for such coverage. Failure to pay premiums within 30 days of when they are due may result in a lapse of coverage. If this occurs, you will be notified 15 days before the date coverage will lapse that coverage will terminate unless payments are promptly made.

Alternatively, at our option, the School may pay your share of the premiums during the leave and recover the costs of this insurance upon your return to work. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if you do not return to work at the end of leave, the School may require reimbursement for the health insurance premiums paid during the leave.

Reinstatement

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Spouse Aggregation

If you and your spouse are both employed by the School, the total number of weeks to which you are both entitled in the aggregate because of the birth or placement of a child or to care for a parent with a serious health condition will be limited to 12 weeks per leave year. Similarly, spouses employed by the School will be limited to a combined total of 26 weeks of leave to care for a military service member. This 26-week leave period will be reduced, however, by the amount of leave taken for other qualifying FMLA events. This type of leave aggregation does not apply to leave needed for your own serious health condition, to care for a spouse or child with a serious health condition, or because of a qualifying exigency.

Failure to Return

If you fail to return to work or fail to make a request for an extension of leave prior to the expiration of the leave, you will be deemed to have voluntarily terminated your employment. The School is not required to grant requests for open-ended leaves with no reasonable return date under these policies or as disability accommodations.

Alternative Employment

While on leave of absence, you may not work or be gainfully employed either for yourself or others unless express, written permission to perform such outside work has been granted by the School. If you are on a leave of absence and are found to be working elsewhere without permission, you will be subject to disciplinary action up to and including termination.

Interaction with State and Local Laws

Where state or local family and medical leave laws offer more protections or benefits to employees, the protections or benefits that are more favorable to the employee, as provided by these laws, will apply.

Abuse of Leave

If you are found to have provided a false reason for a leave, you will be subject to disciplinary action up to and including termination.

Designation of Leave

If the School becomes aware of any qualifying reason for FMLA leave, the School will designate it as such. An employee may not refuse FMLA designation under this policy.

Retaliation

The School will not retaliate against employees who request or take leave in accordance with this policy.

7.27 Military Leave (USERRA)

Odyssey Charter School, Inc. complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to your supervisor or appropriate department. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Site Administrator of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact your supervisor or appropriate department.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Odyssey Charter School, Inc. recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the School may close include, but are not limited to, severe weather, power outages, and natural disasters,

Notification

In an emergency, the School will make every effort to notify you of the closing by phone/email/website/etc. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the School is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the School is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the School may decide to close mid-day. When the School closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day

closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the School during the closure on the same basis as if you were still working.

Extending Leave

When the School closure ends, you are expected to report to work. Contact your Site Administrator if you cannot return to work at the end of the closure. The School recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the School is able to remain open. The School recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Site Administrator, by any method possible.

Time missed under circumstances where the School remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 Drug and Alcohol Policy

Odyssey Charter School, Inc. is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the School to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The School expressly prohibits employees from engaging in the following activities when they are on duty or conducting School business or on School premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The School does not discriminate against employees solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana

while on duty or at work. If you have a valid prescription for medical marijuana, refer to the School Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Site Administrator if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

The School may assist you in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the School may consider your continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The School may also require you to obtain a medical clearance and agree to random testing and a "one-strike" rule as a condition of continued employment.

Violations

Violation of this policy may result in disciplinary action, up to and including termination of employment.

8.3 Fire Drills

Fire drills are scheduled periodically throughout the year. These drills are an important aspect in employee safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, see your Site Administrator.

8.4 General Safety Policy

It is the responsibility of all Odyssey Charter School, Inc. employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Site Administrator as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the School health and safety rules may result in disciplinary action, up to and including termination of employment.

8.5 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Odyssey Charter School, Inc., we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The School has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Site Administrator, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to your school-based HR Representative.

8.6 Safety Training

In addition to "Each Employee's Responsibility" and "Hazard Communication" policies of the PEO Employee Handbook, if any employee believes that they are being exposed to a known or suspected hazard when working with toxic chemicals or substances, the employee has the right under the Hazard Communications Law to know about such hazards through Material Safety Data Sheets (MSDS). A supervisor will review the MSDS with employees. In addition, employees will receive information on what hazardous substances are in the work area and regular training on the adverse effects of each toxic substance with which the employee may come into contact in the workplace. Employees will be protected against discipline or termination that results from exercising employee rights under the law.

All employees shall have appropriate training on procedures to protect them from blood borne pathogens, including universal precautions; and have understanding on the use of personal protective equipment. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all fluids shall be considered potentially infectious. (OSHA 1910.1030)

If an employee has not been offered the opportunity for safety training, it is the employee's responsibility to notify the Site Administrator to receive such training.

8.7 Whistleblower Policy

Whereas the Board of Directors of Odyssey Charter School, Inc. has determined that it would be in the best interests of the school to consider and to adopt a written policy relating to whistle blowers;

Whereas, the Board of Directors has reviewed the terms of the following policy, and following a report from counsel and discussion at a duly called meeting of the Board;

It is hereby resolved by the Board of Directors that the following policy is hereby adopted:

No employee of the school or person acting on behalf of the school in attempting to comply with any policy established by Odyssey Charter School, Inc. (including ethics, conflicts, or anti-fraud) shall:

- Be dismissed or threatened to be dismissed;
- Be disciplined or suspended or threatened to be disciplined or suspended;
- Be penalized or any other retribution imposed, or
- Be intimidated or coerced,

Based to any extent upon the fact that the employee has reported an incident or participated in an investigation in accordance with the requirements of this policy. Violation of this section of the policy will result in disciplinary action, up to and including dismissal.

9.0 Trade Secrets and Inventions

9.1 Non-Competition

Instructional staff under annual contract agree that, during the term of Employee's employment with OCS and for a period of twelve (12) months after termination of Employee's employment, regardless of whether Employee or OCS terminates said employment and regardless of whether said termination is with or without cause, Employee will not accept employment with any school, whether public or private, within 12 miles of the work location(s) for OCS to which Employee was assigned at any time within the last six (6) months of Employee's employment with OCS.

9.2 Non-Solicitation and Non-Disparagement

During my employment, and for a period of two years immediately following my termination (voluntary or otherwise), I will not, either directly or indirectly: (1) solicit, induce, recruit or encourage any of Company's employees to leave their employment with Company, or hire or take away from Company such employees, either for myself or for any other person or entity; (2) solicit, induce, recruit or encourage any Company employee to violate any agreement with Company; or (3) solicit, induce, recruit or encourage any consultant or independent contractor to sever his/her or its relationship with Company.

Employee also agrees that Employee will not disparage Company, Green Apple School Management, LLC, and/or any of their affiliates, board members, officers, directors, and/or employees. For purposes of this Section, "disparage" means making any defamatory or knowingly false statement(s), whether written or oral, about Company, Green Apple School Management, LLC and/or their affiliates, board members, officers, directors, and/or employees.

9.3 Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Odyssey Charter School, Inc., is a "work for hire" and is the property of the School.

9.4 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Odyssey Charter School, Inc. employees are required to protect the confidentiality of School trade secrets, proprietary information, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management.

If you have information that leads you to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information, you are required to inform your Site Administrator.

Violation of this policy may result in disciplinary action up to and including termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Odyssey Charter School, Inc. strives to provide the best products and services possible to our parents and students. Our parents and students support this business and generate your wages. You are expected to treat every parent, student, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor, parent, or student during your working time. If you are having problems with a parent, student, or visitor, notify your Site Administrator immediately. If a parent, student, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Site Administrator or a member of management. Lastly, make every effort to be prompt in following up on parent, student, or visitor orders or questions. Positive parent, student, and visitor relations will go a long way to establishing our School as a leader in its field.

10.2 Discussions with Parents and Students

When working with a parent and student, you may be asked to offer specific suggestions or comments regarding his or her practices.

Prior to discussing any suggestions with a parent and/or student, your recommendations must first be approved by your Supervisor and the school's Site Administrator.

10.3 Employee Student Relationships

All personnel are strictly prohibited from engaging in unacceptable relationships and/or communications with students. This includes, but is not limited to the following: dating, and form of sexual touching or behavior, making sexual, indecent or illegal proposals, gestures or comments, and/or demonstrating any other behavior which gives an appearance of impropriety.

Treating students under their care kindly, considerately, and humanely, administering discipline in accordance with regulations of the State Board of Education and the School Board, provided that in no case shall cruel or inhumane punishment be administered to any child attending the public schools; the students to observe personal cleanliness, neatness, order, promptness, and gentility of manners, to avoid vulgarity and profanity, and to cultivate habits of industry and economy, a regard for the rights and feelings of others, and responsibilities and duties as citizens. If any staff member is aware of another staff member conducting inappropriate behavior with a student, he/she must report it to the school Site Administrator immediately.

Florida Policies

Introductory Language and Policies

Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Odyssey Charter School, Inc. policies and procedures. The handbook is not a contract. The School reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

Hiring and Orientation Policies

Disability Accommodation

Odyssey Charter School, Inc. complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the School will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Site Administrator. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the School will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The School will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Odyssey Charter School, Inc. is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The School will take appropriate corrective action, if and where warranted. The School prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Site Administrator or any other designated member of management.

Policy Against Workplace Harassment

Odyssey Charter School, Inc. has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;

- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify Human Resources at (321) 676-8737 or any member of management.

The School prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the School may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the School will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

Odyssey Charter School, Inc. is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the School dress code or the individual's schedule, basic job duties, or other aspects of employment. The School will consider the request but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the School question the validity of a person's belief.

If you require a religious accommodation, speak with your Site Administrator or appropriate department.

Wage and Hour Policies

Accommodations for Nursing Mothers

Odyssey Charter School, Inc. will provide nursing mothers reasonable break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in a personal cooler. Sufficiently mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law.

You are encouraged to discuss the length and frequency of these breaks with your Site Administrator.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

Meal and Rest Periods

A 30-minute meal break should be taken each day. Approving the scheduling of this time is the responsibility of your Site Administrator. Employees will be relieved from duty during their meal break. Employees remaining on work premises during their meal break may eat in the conference area, their office, or designated areas. Please speak to your Site Administrator for additional information.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Site Administrator.

At certain times Odyssey Charter School, Inc. may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Odyssey Charter School, Inc., the standard pay period is semi-monthly for salary base employees, and biweekly for hourly staff employees for all employees. Pay dates are the 5th of the month and the 20th of the month for semi-monthly pay cycles, and biweekly pay cycles are paid on Fridays. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday, paychecks will be issued on Friday. If a pay date falls on a Sunday, paychecks may be issued on Monday. Special provisions may be

required from time to time if holidays fall on pay dates. Check with your Site Administrator if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Site Administrator immediately.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Odyssey Charter School, Inc. policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The School encourages a system of progressive discipline depending on the type of prohibited conduct. However, the School is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Site Administrator will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the School is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Professional Judgment

1. Maintain a professional barrier between you and the students. You are adult, teacher, and the professional; act like the expert, not like another one of the "kids". Teachers should not give out personal e-mail addresses or cell phone numbers; only their work e-mail addresses.
2. Keep the classroom door open when talking with students.
3. Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
4. Do not flirt with students.
5. Do not participate in making inappropriate jokes or allow your students to make inappropriate jokes.
6. Do not discuss your personal life or personal matters with students. Do not discuss your husband, wife, girlfriend, boyfriend, or dates with students.
7. When transporting students, coordinate transportation ahead of time, and use school or mass transportation if possible. If necessary, call a taxi for the student. If you must transport a student in your vehicle, ask a co-worker to accompany you.
8. Avoid leaving your students unsupervised; have an alternative plan of action.
9. Keep your hands and other parts of your body to yourself.
10. Use verbal praise and enforcement.
11. Know your schools' policies and District and State law governing corporal punishment. Establish and follow a consistent behavior plan. Treat each student with respect. Know the student's rights.
12. Chaperone only school-sponsored functions. Do not socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be.
13. Do not drink alcoholic beverages in front of your students, while representing the School, or wearing your school uniform.

14. Do not take children home with you.
15. Do not make telephone calls or write notes of a personal nature to students.
16. Do not harass students; respect their differences. What you intend as humor, may in fact, be cultural bias or harassment.
17. Keep your co-workers and supervisors informed; work and communicate as a team; plan and teach together.
18. Communicate with parents and document your communication.
19. Dress and act appropriately and professionally. You are a role model in the community as well as in the school; be a good example for students.
20. Use common sense and judgment.
21. Avoid putting yourself in a position where you have to defend, explain, or justify your behavior or actions.
22. Maintain a professional reputation in the community. Even when you are off the job, be discreet.

**** Non-Instructional Personnel****

1. Do not discipline, counsel, or touch students. Notify an administrator if you believe a student is misbehaving.
2. Do not flirt with students, staff members, or co-workers.
3. Do not discuss your personal life or personal matters with students, staff members, and co-workers.
4. Know and follow your school's policy regarding reporting absences and tardies. Be present and on time each day.
5. Wear your uniform if your job requires is. Otherwise, professional dress and appropriate footwear is required.
6. Do not use profanity.

Access to Personnel and Medical Records Files

Odyssey Charter School, Inc. maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review and/or copy your personnel or medical records file, you must give the School reasonable notice. Inspection must occur in the presence of a School representative.

All requests by an outside party for information contained in your personnel file will be directed to Human Resources, which is the only department authorized to provide such information.

Payroll Advances and Loans

Pay advances will not be granted to employees.

Benefits

Jury Duty Leave

Odyssey Charter School, Inc. encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Site Administrator as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, after completing 90 days of service, eligible employees summoned for jury duty.

will be paid the difference between their normal rate of pay and all monies paid to them by the court, for a maximum of five (5) working days. Thereafter, employees may use any available paid time off or the leave is unpaid. All other employees are given an unpaid leave in order to serve, unless county statute dictates otherwise.

The School reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Voting Leave

The school believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee, whose work schedule does not provide him/her with time to vote either before or after their regular work schedule, or during their non-working hours, should discuss the situation with your Site Administrator. An employee must have prior approval from your Site Administrator as least two (2) working days prior to Election Day.

Safety and Loss Prevention

Nonsmoking Policy

Odyssey Charter School, Inc. is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful School and a safe, productive, and pleasant workplace.

Odyssey Charter School, Inc. Board of Directors

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Odyssey Charter School, Inc. Employment Policies Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the School has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Site Administrators or designee upon approval by the Odyssey Charter School, Inc. Board of Directors. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or effect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Odyssey Charter School, Inc.

If I have any questions about the content or interpretation of this handbook, I will contact the Site Administrator.

I understand that my worksite employer, Odyssey Charter School, Inc., has entered into an agreement with Paychex Business Solution whereby Paychex Business Solution has agreed to assign individuals to perform services for Odyssey Charter School, Inc. in connection with the agreement. I understand that for certain purposes I may be a co-employee of Paychex Business Solution, and that this relationship may be terminated at-will at any time by me, Odyssey Charter School, Inc., or Paychex Business Solution for any reason, with or without cause or notice, unless otherwise prohibited by law.

Signature

Date

Print Name