



ODYSSEY  
CHARTER SCHOOL, INC.

# Employment Policies Handbook

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## 1.0 Welcome and Introduction

### 1.1 Welcome Message

Welcome! You, the employee, have just joined an organization that is highly dedicated to providing outstanding services. We hope that your employment with Odyssey Charter School, Inc. (also referred to as “the School”) will be rewarding and challenging. We take pride in our employees as well as in the services we provide to our stakeholders.

This handbook is designed to keep you informed of the terms and conditions of your employment, including Odyssey Charter School, Inc. policies and procedures. The handbook is designed to provide detail regarding your employment at the School. The School reserves the right to interpret, revise, add, or delete the provisions of this handbook at any time. 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 bulletin boards.

The School complies with all federal and state employment laws, and this handbook is designed to give notice to employees regarding certain laws. The School also complies with any applicable local laws, including the School’s Charter Contract.

The employment policies and/or benefits summaries in this handbook are written for all employees. Please take the time now to read this handbook carefully. Please sign the acknowledgment at the end to show that you have read, understood, and will abide by 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. Please understand that no employee handbook can address every situation in the workplace.

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

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

All the best,

*Odyssey Charter School, Inc.*  
*Board of Directors*

## **1.2 Organization Structure**

### 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 policymaking 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.

Odyssey Charter School, Inc. policies can be found on the school website at:  
[www.odysseyschools.com/About Us/Board of Directors](http://www.odysseyschools.com/About Us/Board of Directors)

### Green Apple School Management

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 rights as an employee, benefits, payroll, etc., should be directed to the Schools' Human Resource Specialist. If there is uncertainty about whom to contact at any time regarding any matter or situation, or for questions or concerns cannot be resolved at the school level, please contact Green Apple School Management, LLC, at (321) 676-8737.

### School Principals

The School's on-site administration will consist of the Principal, Assistant Principal(s), and Discipline Dean(s), who are responsible for supervising and/or working with School employees, addressing student-related issues, assisting in curriculum development, and overseeing the parental involvement agreements. The Principal is considered the employee's direct supervisor and is responsible for training and the day-to-day supervision of employee's work. All questions regarding employee positions should be directed to the Principal.

## **1.3 About Odyssey Charter School, Inc.**

The term "School", as used throughout this handbook, refers exclusively to Odyssey Charter School, Inc., the employer. Where this handbook refers to current benefit plans maintained by the School refer to the actual plan documents and summary plan descriptions for specific questions regarding the benefit plans. Those documents are controlling.

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

## **2.0 Ethics, Equal Employment, Rights, and Accommodations**

### **2.1 Whistleblower Policy**

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.

The Board of Directors has reviewed the terms of the following policy, and following a report from counsel and discussion was held at a duly called meeting of the Board.

The Board of Directors decided in that meeting the 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 in compliance with State or federal law or participated in a lawful 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.

## **2.2 Ethics Code**

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

The School expects 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 parents, students, 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 ethical standards described above may result in disciplinary action, up to and including termination of employment. The degree of disciplinary measures 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 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 with a competitor, supplier, distributor, or contractor for the School, this must be disclosed to the Principal. 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.

## **2.4 Equal Employment Opportunity and Non-Harassment Policies**

### **Equal Opportunity Statement**

Odyssey Charter School, Inc. is committed to the principles of equal employment. The School is committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is the intent of the School 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.

All staff is responsible for upholding this policy. Questions regarding equal employment opportunity may be discussed with the Principal 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, quid pro quo, 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:

- Quid pro quo requests;
- 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 the 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

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

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.

The School will promptly and thoroughly investigate any claim and take appropriate action where merit is found. To the extent possible, the School 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.

## **2.5 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 personnel files for possible employment-related decisions. Employees who wish to review and/or copy their personnel or medical records file, 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 the employee personnel file will be directed to Human Resources, which is the only department authorized to provide such information.

If an employee disagrees with the accuracy of any statement in the records and no correction can be agreed upon, the employee may submit an explanatory statement, which will be attached to the records.

## **2.6 Privacy and Protection of Personal Information**

To ensure to the extent practicable the confidentiality of 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. 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 termination.

Where this School 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 School's operating procedures, please contact the Principal.

## **2.7 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.

Employees requiring an accommodation because of a disability, it is responsibility of the employee to notify their Principal. The employee may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason for needed accommodation.
- How the accommodation will help to perform the essential job functions.

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

The School encourages employees to suggest specific reasonable accommodations that they believe would allow them to perform their job. However, the School is not required to make the specific accommodation requested by the employee 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.

## **2.8 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.

Employees may speak with the Principal if they require a religious accommodation.

## **2.9 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.

Nursing mothers 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 expressed 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. Non-exempt employees must 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. Employees are encouraged to discuss the length and frequency of these breaks with the Principal.

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.

## **3.0 Hiring and Orientation Policies**

### **3.1 Job Descriptions**

Odyssey Charter School, Inc. attempts to maintain a job description for each position. Employees should request a copy of their job description from Human Resources if they do not have a current copy.

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

Any questions regarding job descriptions or the scope of duties, should be directed to Human Resources.

### **3.2 New Hires and Introductory Periods**

The first 60 days of employment is considered an introductory period. During this period, employees will become familiar with Odyssey Charter School, Inc. and job responsibilities, and Odyssey Charter School, Inc. will have the opportunity to monitor the quality of performance and make any necessary adjustments in job descriptions or responsibilities. The introductory period with the School can be shortened or lengthened as deemed appropriate by the Principal. 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. During the probationary period, Personal Time-Off (PTO) will not be earned or accrued. Employees will begin accrual of PTO beginning the first day after the probationary period has ended in accordance with the OCS, Inc. Employment Policies. Eligible employees will qualify for benefits on the first day of the month after the probationary period ends.

Employees are categorized as “Exempt” or “Non-Exempt”.

### Exempt Personnel

Employees classified as exempt at the time of hiring are not eligible for overtime pay as otherwise required by federal, state, or local laws. Questions regarding whether employees are exempt or nonexempt should be directed to Human Resources or the Principal for clarification.

### Non-Exempt Personnel

Employees classified as non-exempt at the time of hiring will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. Questions regarding whether employees are exempt or non-exempt should be directed to Human Resources or the Principal for clarification.

## **3.3 New Hires/Condition of Employment**

Most positions require additional pre-employment criteria, such as a drivers' examination, fingerprinting, satisfactory reference checks, a background investigation and/or a pre-employment drug test. Employment offered before any such investigation or test is completed is contingent on a satisfactory result on all required tests.

Employees will be informed by their supervisor if there are any licensing, certification, or testing requirements for employment. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

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

- An OCS, Inc. Employment Application and Employee Data Sheet
- Three professional references, including Supervisor from last place of employment
- Official electronic or 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
- Florida Department of Education Teaching Certificate, DOE Letter of Status 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**
- Certification Form, if applicable
- All other required paperwork as designated by OCS, Inc.

## **3.4 Posting of Openings**

Job postings may be posted in-house. Employees interested in applying for one of those positions may notify the Principal and speak to the person indicated on the notice.

### **3.5 Training Program**

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

The initiation of all on-the-job training for employees within each department is the responsibility of the Principal. 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.

Questions regarding training should be directed to the Principal.

### **3.6 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. Employees who are currently employed and have not complied with this requirement or if their status has changed, inform Human Resources and the Principal.

Employees who are authorized to work in this country for a limited period of time will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.4.0 Work Hours and Wages Policies.

## **4.0 WORK HOURS AND WAGES POLICIES**

### **4.1 Attendance Policy**

Employees who know ahead of time that they will be absent or late must provide reasonable advance notice to the Principal. Employees may be required to provide documentation of any medical or other excuse for being absent or late.

Personal issues requiring time away from work, such as doctor's appointments or other matters, should be scheduled during nonworking hours if possible.

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

### **4.2 Employee Location During Work Hours**

The School should know the locations of their employees at all times during business hours. Principals will keep a record of staff assignments and should be notified of their whereabouts outside the school during working hours.

### **4.3 Meal and Rest Periods**

A 30-minute meal break should be taken each day. Approving the scheduling of this time is the responsibility of the Principal. 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 the Principal for additional information.

#### **4.4 Compensation**

The School's Salary Schedule has been established as the guide for determining teacher 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. The School will comply with all statutory directives related to teacher salaries. 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.

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 Leadership, 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 serves as the advisory council to jointly approve the plan developed by the staff.

Salaries of all employees shall be determined by the OCS, Inc. Board of Directors on the recommendation of the Principal or Designee and shall be outlined in both the salary schedule approved by the OCS, Inc. Board of Directors and the annual budget.

#### **4.5 Overtime**

Non-exempt employees may qualify for overtime pay. All overtime must be approved in advance, in writing, by the Principal.

At certain times Odyssey Charter School, Inc. may require certain employees to work overtime. The School 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 the 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.

## **4.6 Pay Raises**

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

## **4.7 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, employees will be paid on the preceding workday. If a pay date falls on a weekend, paychecks will be issued on Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with the Principal if this type of date arises.

Employees are encouraged to review their paycheck for accuracy. If an issue is found, employees are to report it to Human Resources or the Principal immediately.

## **4.8 Payroll Advances and Loans**

Pay advances will not be granted to employees.

## **4.9 Direct Deposit**

Odyssey Charter School, Inc. employees are required to enroll in direct deposit. Typically, the bank will begin the direct deposit of payroll within 30 calendar days after the first day of employment. Until direct deposit takes effect, a paper check will be mailed to the employee at the address listed in the payroll system utilized by the School.

## **4.10 Paycheck Deductions**

Odyssey Charter School, Inc. is required by law to make certain payroll deductions 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 tax deductions will depend on employee earnings and the information listed by the employee on the federal Form W-4 and applicable state withholding form. Employees may also authorize voluntary payroll deductions, including contributions for insurance premiums, retirement plans, spending accounts, or other services.

When an employee's wages are garnished by a court order, the School is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Applicable state and federal guidelines that protect a certain amount of an employee's income from being subject to garnishment will be honored.

Paycheck stubs with an explanation of employee deductions will be electronically available on paydays by logging in to the payroll system utilized by the School.

The School will not make payroll deductions that are prohibited by federal, state, or local law. Questions regarding payroll deduction can be directed to Human Resources or the Principal. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. An immediate adjustment will be made if an error is found, which will be paid no later than the next regular payday.

#### **4.11 Work Assignments**

Work assignments will be distributed by the Principal. When necessary, salary employees may be required to work beyond their regularly scheduled hours to complete work assignments or attend meetings outside of school operating hours. When possible, employees will be provided with advance notice of future assignments to prepare for the assignment.

#### **4.12 Reporting and Recording Policy**

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

Non-Exempt employees should report to work no earlier than 7 minutes prior to their scheduled starting time nor stay later than 7 minutes after their scheduled stop time without expressed, prior authorization from the Principal.

All employees, salary and hourly, are required to clock-in and out as designated by the School. Non-Exempt employees, as described in section 3.2, 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 Principal before it is performed.

Salary employees may be required to work beyond their regularly scheduled hours to complete work assignments or attend meetings outside of school operating hours. When possible, employees will be provided with advance notice of future assignments to prepare for the assignment.

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

- Clock-in immediately before starting work.
- Clock-out immediately before meal period (hourly employees).
- Clock-in immediately after meal period (hourly employees).
- 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 Supervisor 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.

#### **4.13 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 Principal 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 Principal.

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 Principal. 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.

#### **4.14 Travel Expenses Policy**

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 the Principal has been received.

##### Advances

The School does not generally provide cash travel advances. Normally, employees will be expected to use personal credit cards and/or their 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 employees are on travel assignments. Examples of typical expenses include the following:

- Airline tickets
- Meals (in accordance with 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 School 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.

Failure to adhere to 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 Benefits**

### **5.1 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.

### **5.2 Regular Part-Time Personnel**

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for some Odyssey Charter School, Inc. benefits as specified in the benefit plan summaries, or specifically permitted by law.

### **5.3 Health Advocacy Program**

Odyssey Charter School, Inc. provides confidential assistance through its Health Advocacy program to all eligible employees and their family members/dependents. With Health Advocacy, there is a team of experts, available 24/7, who can help solve health care and insurance-related questions. They can assist with a variety of needs like finding specialists, clarifying coverage, addressing claim issues, getting second opinions and even help negotiating medical bills.

Eligible full-time and part-time employees may participate in the Health Advocacy program after completing sixty days of employment.

### **5.4 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. Contributions and reimbursements from 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. Contributions and reimbursements from Dependent Care FSA are income tax free.

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

If eligible, employees may elect an annual amount to contribute, which will be divided and deducted from 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 Human Resources for a copy of the plan summary and for questions about this benefit.

### **5.5 Paid Time Off (PTO)**

#### **Organizational Philosophy on Time and Professional Responsibility**

At OCS, Inc., we believe that every moment on campus is dedicated to the academic, social, emotional, physical, and spiritual development of our students. As educators and staff, we hold ourselves to a professional standard that exceeds the expectations found in many districts. Our time together in the school building is essential and intentional—an investment in the success of the children and families we serve.

Therefore, our Paid Time Off (PTO) policy is structured to prioritize continuity, presence, and accountability in the classroom and school community. While we support time off for illness or necessary personal matters, we expect all employees to honor the shared commitment we make each day to our students.

Full-time employees are eligible for PTO. Part-time employees do not accrue PTO. During a new employee 60-day probationary period, PTO will not be earned or accrued. Employee will begin accrual of PTO beginning the first day after the probationary period has ended in accordance with the OCS, Inc. Employment Policies.

Full-time PTO is calculated according to the following schedules:

1. **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, 10-month salary employees shall be entitled to three (3) earned days of PTO, then accruing one (1) day of PTO per month, until ten (10) days of PTO are accrued.
2. **Full-time 10-month 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, full-time 10-month hourly employees will accrue one (1) day of PTO per month until four (4) days of PTO are accrued.
3. **Full-time 11-month salary employees** are granted up to eleven (11) PTO days annually and is accrued as follows based on the fiscal year: At the beginning of the fiscal year in July, 11-month salary employees shall be entitled to three (3) earned days of PTO, then accruing one (1) day of PTO per month, until eleven (11) days of PTO are accrued.
4. **Full-time 11-month salary employees** are assigned to an 11-month salary calendar and are scheduled to work for 11 months out of the year, with designated time-off built into their annual schedule. This calendar includes up to ten (10) days of time off during the summer. Specific time off periods may vary based on departmental needs and the approved work calendar. Employees should refer to the *11-Month Salary Employee Calendar* each school year.
5. **Full-time 11-month hourly employees** are granted up to five (5) PTO days annually and is accrued as follows based on the school year: At the beginning of the school year in August, full-time 11-month hourly employees will accrue one (1) day of PTO per month until five (5) days of PTO are accrued.
6. **Full-time 11-month hourly employees** are granted five (5) paid summer vacation days after one year of employment. Beginning their second year, all full-time 11-month hourly employees will be granted an additional five (5) paid days during winter break.

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

### **PTO Usage & Approvals**

All PTO must be pre-approved in writing by the employee's Principal at least one (1) week in advance. Approval is not guaranteed and is subject to staffing needs and school operations.

PTO may not be used for vacation, travel, or leisure time. Using PTO to extend Thanksgiving Break, Winter Break, Spring Break, holidays, or long weekends, as well as requests for vacation-related PTO will be automatically denied. (Also see Section 5.16, paragraph 4, "...before and after the holiday")

PTO may be used solely for personal illness, family illness, or urgent personal business that cannot be conducted outside of work hours.

The Principal reserves the right to deny PTO requests when:

- More than one staff member in the same department is absent, or
- The absence falls during critical times of the school year, including:

- The first and last weeks of school, including pre- and post-planning
- The week prior to or during standardized testing
- Days adjacent to holidays or school breaks

All absences for three (3) or more consecutive days due to illness require a physician's note.

PTO is calculated at the employee's base rate and does not include bonuses or other variable compensation. Unused PTO and summer vacation/time-off days cannot be carried over from one year to the next nor is pay granted in lieu of taking the actual time off. Additional absences beyond accrued PTO will be Leave Without Pay (LWOP).

PTO exceptions may only be granted at the sole discretion of the Principal and must be documented in writing.

At the end of employment, unused PTO is not paid out, unless required by applicable state law.

## **5.6 401(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. Refer to the Summary Plan Description (SPD) for specifics.

Employees may contact Human Resources to obtain eligibility requirements for participation in the School 401(k) plan. The School is required to distribute eligibility requirements upon request.

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

## **5.7 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 School complies with state and federal wage and hour laws for exempt and non-exempt employees.

Employees 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), and grandparents.

Employees should notify the School of the need for bereavement leave as far in advance as possible. The School may require supporting documentation.

## **5.8 Childcare**

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.

## **5.9 Professional Development**

The School believes in the continuing education of all employees. Where it can be demonstrated that the School will benefit from an employee's participation in an educational program or professional organization, a portion or all of the related reasonable expenses may be paid by the School upon written pre-approval by the Principal.

Non-exempt employees who are sent by the School to a work-related class or training program by the School during normal working hours will be paid for that time in accordance with state and federal wage and hour laws. Depending on the type of training, the School may reimburse some or all of the fees, including materials expenses, meals, and transportation.

## **5.10 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 teacher's 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 in the teacher's subject area, in the event the teacher's Master's Degree, Specialist Degree, or Doctorate Degree is not in his/her subject area.
  - d. Graduate level courses leading to state certification in Educational Leadership are subject to additional requirements and approvals.

- i. Employee's wishing to submit Educational Leadership courses for reimbursement must apply prior to beginning the program.
  - ii. The application process begins with the Principal. A *Tuition Reimbursement Pre-Approval and Reimbursement Request* form must be completed for pre-approval of all courses.
  - iii. Approval for reimbursement will be based on school needs.
  - iv. A minimum of 3 years teaching 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 Pre-Approval and Reimbursement Request* form.
  4. Request for reimbursement must be submitted within 90 days of completion of the course. Please note, the School will not reimburse for parking decals, etc.

### **5.11 Health Insurance Policy**

Eligible employees who are required to work a minimum of 30 hours each week may enroll in a health insurance plan for 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 twice annually 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 Human Resources.

To assist with the cost of this insurance, the School pays a portion of the employee's medical insurance. Employees are responsible for paying for any additional family members including children, spouse, or family through payroll deduction.

Participating employees are also covered under the medical insurance plan's individual term life insurance policy in the amount of \$15,000.00, as well as a prescription drug program.

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

Employees or their dependents who become ineligible for benefits due to a change in work hours, through a life event, or resignation/termination may have the right to continue health benefits under federal or state law. In such event, the School will provide information about employee rights to continue benefits coverage.

### **5.12 Dental and Vision Insurance**

All regular full-time and part-time employees are eligible for the School dental and vision plans. Employees may enroll on the first of the month following sixty-days of employment. Employees are responsible for the full cost of this plan through payroll deduction. Dental and vision plan benefits are described in detail in the Benefit Guide.

### **5.13 Life Insurance**

Eligible employees who work an average of 30 hours or more each week may enroll in voluntary life insurance. Employees who elect voluntary life will receive Accidental Death and Dismemberment insurance equal to the voluntary life election.

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

Employees may also enroll in voluntary accident, hospitalization, and critical care plans.

Complete details of this plan are described in detail in the Benefit Guide.

### **5.14 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 employees when they 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 60% of weekly earnings 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 Benefit Guide. Contact Human Resources for a copy of the plan provisions and for any questions about the benefit.

(Additional voluntary benefits are available. Please see Human Resources or the Benefit Guide for more information)

### **5.15 Employee Bonuses**

Employees may receive bonuses from time to time. These are based on the individual merit, the School's finances, and any other factor(s) deemed significant by the School. The granting of bonuses and amounts granted are within the sole discretion of the Board.

### **5.16 Holidays**

The School follows the same calendar as the 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 for 10-month hourly and up to five (5) paid holidays per year for 11-month hourly employees. Salary employee paid holidays vary each school 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 each holiday and holiday break to be paid for the holiday unless prior written permission is granted by the Principal.

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.

### **5.17 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 School 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.

An application for a professional leave of absence must be made and approved by the Principal prior to registration.

The School will make reasonable efforts to return employees to the same or similar position held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please contact Human Resources or the Principal.

### **5.18 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.

An application for an education leave of absence must be made and approved by the Principal prior to registration.

The School will make reasonable efforts to return employees to the same or similar position held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please contact Human Resources or the Principal.

### **5.19 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 Principal or Designee prior to the effective

date of the leave. Except in cases of emergency, the request shall be filed with the Principal 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 termination.
- Employees who falsify the reason for their leave of absence will be subject to disciplinary action up to and including termination.
- All leaves of absence must be approved in advance, in writing, by the Principal.
- 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 Principal 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 by 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.

The School will make reasonable efforts to return employees to the same or similar job held prior to the leave of absence, subject to staffing and business requirements.

## **5.20 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. Eligibility for unemployment compensation will, in part, be determined by the reasons for employee separation from the School.

## **5.21 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. Employees who are injured on the job while working at Odyssey Charter School, Inc., no matter how slightly, are to report the incident immediately to Human Resources and the Principal. Consistent with applicable state law, failure to report an injury within thirty (30) days of the date the accident occurs, or within thirty (30) days of the date the doctor identifies the injury as work-related may result in the claim being denied. To receive workers' compensation benefits, employees must notify Human Resources and the Principal immediately. If the injury is the result of an on-the-job accident, employees must fill out a *First Report of Injury* (FRI) report. Employees will be required to submit a medical release before returning to work. Employee will be assigned a designated Worker's Comp doctor.

## **5.22 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 Human Resources to learn more about COBRA rights.

## **5.23 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, employees 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

Employees 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 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;
- The serious health condition of the employee, which makes them unable to perform any of the essential functions of their 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.

Employees may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that they 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 the employee when they 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, employees 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, earaches, 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. Questions about the types of conditions that may qualify should be directed to 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 the 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;
  - Employees attending counseling sessions for themselves, 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 the employee.
- 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, employees 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 the need for leave). Failure to provide appropriate notice may result in the delay or denial of leave.

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

If the need for leave is unforeseeable, the employee must 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 employees are requesting leave because of their own or a covered relative's serious health condition, the employee and the relevant health care provider must supply appropriate medical certification. Medical Certification forms are available in Human Resources. When leave is requested, the School will notify the employee of the requirement for medical certification and

when it is due (at least 15 days after leave is requested leave). If the employee provides at least 30 days' notice of medical leave, medical certification should also be provided 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.

The School may require an examination by a second health care provider that is designated by and paid for by the School. If the second health care provider's opinion conflicts with the original medical certification, the School may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion, at the expense of the School. 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 an employee is 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 worked 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 the salary of the employee based on the amount of time actually worked. In addition, while on an intermittent or reduced schedule leave that is foreseeable due to planned medical treatments, the School may temporarily transfer the employee to an available alternative position that better accommodates their 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, the employee 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. Employees taking parental, family care, military exigency, and/or military care leave must utilize available vacation/PTO, personal days, and/or family illness days during this leave. Employees taking personal medical leave must utilize available sick, personal, and vacation/PTO days during this leave. Employees receiving short- or long-term disability or workers' compensation benefits during a personal medical leave will not be required to utilize these benefits. However, employees may elect to utilize accrued benefits to supplement these benefits.

### Fitness for Duty Requirements

Employees taking leave because of a serious health condition (with the exception of intermittent leave), are required, as are all employees returning from other types of medical leave, to provide medical certification stating the employee is fit to resume work. Employees will not be permitted to resume work until it is provided.

### Health Insurance

Employee health insurance coverage will be maintained by the School during leave on the same basis as if they were still working. Employees must continue to make timely payments of their 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, the employee will be notified 15 days before the date coverage lapses that coverage will terminate unless payments are promptly made.

Alternatively, the School may pay the employee share of the premiums during the leave and recover the costs of this insurance upon return to work, at the discretion of the School. Coverage that lapses due to nonpayment of premiums will be reinstated immediately upon return to work without a waiting period. Under most circumstances, if the employee does 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, employees will generally be placed in their original job or an equivalent job with equivalent pay and benefits. Employees will not lose any benefits that accrued before leave was taken.

### Spouse Aggregation

If employees and their spouse are both employed by the School, the total number of weeks to which they 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 their 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 an employee fails to return to work or fails to make a request for an extension of leave prior to the expiration of the leave, they will be deemed to have voluntarily terminated their 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, employees may not work or be gainfully employed either for themselves or others unless express, written permission to perform such outside work has been granted by the School. Employees on a leave of absence that are found to be working elsewhere without permission 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

Employees found to have provided a false reason for a leave 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.

## **5.24 Jury Duty Leave**

Odyssey Charter School, Inc. encourages employees to fulfill their civic duties related to jury duty. Employees summoned for jury duty are to notify Human Resources and the Principal as soon as possible to make scheduling arrangements.

Exempt employees will not incur any deduction in pay for a partial week's absence due to jury duty. Non-exempt employees, after completing 90 days of service, who are 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.

## **5.25 Witness Leave**

Employees are given the necessary time off to attend or participate in a court proceeding in accordance with state law. This time off is unpaid unless state law dictates otherwise. The School asks that employees notify their supervisor of the need to take witness leave as far in advance as possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

## **5.26 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 his/her Principal. An employee must have prior approval from the Principal at least two (2) working days prior to Election Day.

## **5.27 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. Employee must submit military orders to the Principal and Human Resources. Accrued paid time off (PTO), if any, may be used for this leave if the employee chooses, but the school will not require the employee to use PTO. When returning from military leave of absence, employees will be reinstated to their previous position or a similar position, in accordance with state and federal law. Employees must notify their Principal of their intent to return to employment based on requirements of the law. Information regarding status, compensation, benefits, and reinstatement upon return from military leave can be provided by Human Resources.

# **6.0 Performance, Discipline, Layoff, and Termination**

## **6.1 At-Will Employment**

Employment with Odyssey Charter School, Inc. is on an "at-will" basis. This means employment may be terminated at any time, with or without notice and with or without cause. Likewise, the School respects the employee's 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 the employee and the School is inconsistent with this handbook, the written contract is controlling.

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.

## **6.2 Standards of Conduct**

Odyssey Charter School, Inc. wishes to create a work environment that promotes satisfaction, respect, responsibility, integrity, and value for all employees, clients, customers, and other stakeholders. All staff shares in the responsibility of improving the quality of the work environment. By deciding to work here, the employee agrees to follow the rules of OCS, Inc.

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 the right of the School to discipline or discharge employees with or without cause.

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 on or off School property.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or while conducting School business.
- Inaccurate reporting of the hours worked by the employee 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, internal school communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not authorized) such as firearms, weapons, chemicals, etc.
- Fighting with, or harassment of (as defined in the 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 on school grounds.
- 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 the EEO policy) language in the workplace.
- Engaging in outside employment that interferes with job performance at the School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit employee rights under the National Labor Relations Act, or to modify the at-will employment status.

### **6.3 Disciplinary Process (Progressive Discipline Policy)**

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 knowingly violate the rules of conduct including violations of school safety requirements, 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 employment is anything other than on an "at-will" basis.

**Purpose.** Odyssey Charter School, Inc.'s progressive discipline policy and procedures are designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable employee behavior and performance issues. Additionally, this progressive discipline policy is intended to provide a progressive discipline model as required by certain Florida laws and administrative rules as they may be amended from time to time, to include violations of school safety requirements.

Outlined below are the steps of the School's progressive discipline policy and procedures. The School reserves the right to combine or skip steps depending on the facts of each situation and the nature of the offense. Some of the factors that will be considered are whether the offense is repeated despite coaching, counseling or training; the employee's work record; and the impact the conduct and performance issues have on the organization.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling, nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between the School and its employees.

#### **Procedure.**

##### Step 1: Counseling and verbal conversation

Step 1 creates an opportunity for the immediate supervisor to bring attention to the existing performance, conduct or attendance issue. The supervisor should discuss with the employee the nature of the problem or the violation of policies and procedures. The supervisor is expected to clearly describe expectations and steps the employee must take to improve his or her performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of the verbal counseling. The employee will be asked to sign this document to demonstrate his or her understanding of the issues and the corrective action.

##### Step 2: Written warning

The Step 2 written warning involves more formal documentation of the performance, conduct or attendance issues and consequences.

During Step 2, the immediate supervisor and the Principal, or his or her designee, will meet with the employee to review any additional incidents or information about the performance, conduct or attendance issues as well as any prior relevant corrective action plans. Administration will outline the consequences for the employee of his or her continued failure to meet performance or conduct expectations.

A formal performance improvement plan (“PIP”) requiring the employee’s immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. The written warning may also include a statement indicating that the employee may be subject to additional discipline, up to and including termination, if immediate and sustained corrective action is not taken.

### Step 3: Suspension and final written warning

Some performance, conduct or safety incidents are so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the Principal may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal sequence of the progressive discipline policy and procedures are subject to approval from the Principal or his or her designee.

Depending on the seriousness of the infraction, the employee may be suspended without pay in full day increments consistent with federal, state and local wage and hour employment laws.

Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. In compliance with the Fair Labor Standards Act (“FLSA”), unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee of wrongdoing.

### Step 4: Recommendation for termination of employment

The last and most serious step in the progressive discipline process is a recommendation to terminate employment. Generally, the School will try to exercise the progressive nature of this policy by first providing warnings, issuing a final written warning or suspending the employee from the workplace before proceeding to a recommendation to terminate employment. However, the School reserves the right to combine and skip steps depending on the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

**Appeals Process.** Employees will have the opportunity to present information to dispute information that has been used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee’s performance or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five business days after each of those meetings to present such information. However, the School reserves the right to implement disciplinary or corrective measures immediately and prior to the employee providing such additional information.

**Performance and Conduct Issues Not Subject to Progressive Discipline.** Behavior that is illegal is not subject to progressive discipline and may result in immediate termination. Such behavior may be reported to local law enforcement authorities.

Similarly, theft, substance abuse, intoxication, sexual harassment, fighting and other similar acts are also not subject to progressive discipline and may be grounds for immediate termination.

**Documentation.** The employee will be provided copies of all progressive discipline documentation, including all PIPs. The employee will be asked to sign copies of this documentation attesting to his or her receipt and understanding of the corrective action outlined in these documents.

Copies of these documents will be placed in the employee's official personnel file.

## **6.4 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 Principal 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 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.
5. 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.

6. The Teacher Employment Agreement may be terminated by the mutual agreement of the parties.
7. Termination may occur as a result of the Progressive Discipline Policy.

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 separating 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.

Employees should notify the School of address changes during the calendar year in which discharge occurs so that employee tax information will be sent to the proper address.

## **6.5 Job Abandonment**

If employees are absent from work for three consecutive days, without calling the School to provide an acceptable reason for the absences, they will be considered to have abandoned their job and voluntarily resigned from Odyssey Charter School, Inc.

## **6.6 Resignation Policy**

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

### Notice

The School requests that non-instructional employees provide a minimum of two (2) weeks' notice prior to leaving employment. Educators are requested to provide a minimum of thirty (30) days' notice by providing a written resignation letter to the Principal. If an employee provides less notice than requested, the School may deem the employee to be ineligible for rehire, depending on the circumstances of the notice given. Additionally, all resigning employees should complete a brief exit interview prior to leaving.

The School reserves the right to provide employees 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 of 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 final paycheck of the employee. In some circumstances, the School may pursue criminal charges for failure to return School property.

## **6.7 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.

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

## **6.8 Self-Reporting Rule**

All employees shall self-report, in writing, to the Principal 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 Principal and the Human Resources Department at Green Apple School Management, LLC, within 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 not considered minor and must be reported.

## **6.9 Exit Interview**

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

## **6.10 Open Door/Conflict Resolution Policy**

Odyssey Charter School, Inc. strives to provide a comfortable, productive, legal, and ethical work environment. To this end, the School encourages employees to bring any problems, concerns, or grievances about the workplace to the attention of the Principal. To help manage conflict resolution the School has instituted the following problem-solving procedure:

If an employee believes 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, the employee should bring concerns to the attention of the Principal at a designated time and place that will allow the Principal to properly listen to their concern(s). Most problems can be resolved informally through dialogue between the employee and the Principal. If this matter has already been brought to the attention of the Principal and the employee does not believe they have received an appropriate response, or if they believe that the Principal is the source of the problem, the employee may present their concerns to the Director of Green Apple School Management. Describe the problem, those persons involved in the problem, efforts that have been made to resolve the problem, and any suggested solution. If the employee is still not satisfied with the solution to the problem, they may present their concern to the OCS, Inc. Board of Directors. Decisions by the OCS, Inc. Board will be final.

## **6.11 Outside Employment**

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

## **6.12 Performance Improvement**

Performance is important to the School. The Principal will review job progress annually within the School and help set job performance goals.

Official evaluations for employees will be conducted annually. Classroom teachers (excluding substitute teachers) who have been employed for one year or less will be evaluated two times during their first school year. Effective and highly effective performance reviews do not necessarily result in performance pay; this is determined by the OCS, Inc. Board of Directors.

In the event that employees are unsatisfied with a performance evaluation, they are encouraged to communicate their concerns with the Principal. If employees are not satisfied with the resolution, they may contact the Director of Green Apple School Management for further review. If they are still not satisfied with the decision, they may present their concern to the OCS, Inc. Board of Directors. The decision of the Board will be final.

The School's performance evaluation system provides the employee with information on job performance based on research-based practices delineated in state statute.

## **6.13 Post-Employment References**

With respect to post-employment references, the policy of Odyssey Charter School, Inc. 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 the School. If an employee receives a request for reference information, please forward it the Principal.

## **6.14 Promotions**

To match employees with the job for which they are best suited, and to meet the business needs of Odyssey Charter School, Inc., employees may be transferred from their current job. It is the policy of the School to promote from within only when the most qualified candidate is available. Promotions are made on an equal opportunity basis in accordance with the employee's skills, education, experience, and other qualifications that are required for the available position.

All employees promoted into new job positions will undergo a 60-day introductory period as stipulated in the New Hires and Introductory Periods Policy. Unlike new hires, such employees will continue to receive School benefits for which they are eligible.

Job openings may be posted in-house. If an employee is interested in applying for one of these positions, they are to notify the Principal and speak to the person indicated on the notice.

## **6.15 Transfers**

Employees can discuss transfer opportunities with the Principal. In addition, individuals wishing to transfer must have received effective or highly effective 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 employees from one position to another with or without notice, as required by production or service needs, or upon request by employees and with Principal approval. Transfers in excess of 90 days may be considered final and pay may be increased or decreased consistent with the pay scale for the new position.

# **7.0 Customer Relations, Workplace Relationships, and Professional Judgement**

## **7.1 Customer, Client, and Visitor Relations**

Odyssey Charter School, Inc. strives to provide the best services possible to the parents and students. Odyssey parents and students support Odyssey Charter School, Inc. and generate employee wages. Employees are expected to treat every parent, student, or visitor with the utmost respect and courtesy during working time and possible interactions outside of work. Employees should never argue or act in a disrespectful manner towards a visitor, parent, or student. When having problems with a parent, student, or visitor, the Principal should be notified immediately. If a parent, student, or visitor voices a suggestion, complaint, or concern regarding any aspect of the School, the Principal or a member of management should be informed. Lastly, employees should 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 Odyssey as a leader in its field.

## **7.2 Discussions with Parents and Students**

When working with a parent and student, employees may be asked to offer specific suggestions or comments regarding parents' practices.

Prior to discussing any suggestions with a parent and/or student, employee recommendations must first be approved by their supervisor and the Principal.

## **7.3 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, any 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.

Employees are responsible for treating students under their care kindly, considerately, and humanely, administering discipline in accordance with regulations of the State Board of Education and School policies and procedures. In no case shall cruel or inhumane punishment be administered to any child attending the public schools. If any staff member is aware of another staff member conducting inappropriate behavior with a student, he/she must report it to the school Principal immediately.

## **7.4 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 School 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 parties involved in the relationship to disclose the existence of the relationship to the Principal. The Principal will decide if one of the employees can be transferred to another available position. If deemed appropriate, an employee may be, 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.

## **7.5 Professional Judgment**

1. Employees must maintain a professional barrier between themselves and the students. The employee is the 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 students to make inappropriate jokes.
6. Employees are not to discuss with students their personal life or personal matters with students. They are not to discuss their husband, wife, girlfriend, boyfriend, or dates.
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 an employee must transport a student in their personal vehicle, they are to be accompanied by a co-worker.
8. Avoid leaving students unsupervised; have an alternative plan of action.
9. Employees must keep their hands and other parts of their body to themselves.
10. Use verbal praise and enforcement.
11. Know the 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. When chaperoning a field trip, the employee must put in writing what their responsibilities will be.
13. Do not drink alcoholic beverages in front of students, while representing the School, or wearing a school uniform.
14. Employees are prohibited from taking children to the employees' home.
15. Do not make telephone calls or write notes of a personal nature to students.
16. Do not harass students; respect their differences. What may be considered as humor, may in fact, be cultural bias or harassment.
17. Keep co-workers and supervisors informed; work and communicate as a team; plan and teach together.
18. Communicate with parents and document all communication.
19. Dress and act appropriately and professionally. Employees of the School 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. Employees should avoid putting themselves in a position where they have to defend, explain, or justify their behavior or actions.
22. Maintain a professional reputation in the community. Even when off the job, be discreet.

## **\*\* Non-Instructional Personnel\*\***

1. Do not discipline, counsel, or touch students. Employees should notify an administrator if they believe a student is misbehaving.
2. Do not flirt with students, staff members, or co-workers.
3. Do not discuss personal life or personal matters with students, staff members, and co-workers.
4. Know and follow School policy regarding reporting absences and tardies. Be present and on time each day.
5. Professional dress and appropriate footwear (with backs) is required. Wear the appropriate uniform if the job requires it.
6. Do not use profanity.

## **8.0 Safety and Security Policies**

### **8.1 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 the Principal as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the School's health and safety rules may result in disciplinary action up to and including termination of employment.

### **8.2 No Weapons in the Workplace**

Possession, use or sale of weapons, firearms, or explosives on work premises is forbidden except where expressly authorized by the School or permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor or Principal immediately. Violations of this policy will result in disciplinary action, up to and including discharge.

### **8.3 Mandatory Reporting of Suspected Child Abuse, Abandonment, or Neglect**

Definitions: "Abandoned" means a situation in which the parent or legal custodian of a child or, in the absence of a parent or legal custodian, the caregiver responsible for the child's welfare, while being able, makes no provision for the child's support and makes no effort to communicate with the child, which situation is sufficient to evince a willful rejection of parental obligations.

"Abuse" means any willful act or threatened act that results in any physical, mental, or sexual injury or harm that causes or is likely to cause the child's physical, mental, or emotional health to be significantly impaired. Abuse of a child includes acts or omissions. Corporal discipline of a child by a parent or legal custodian for disciplinary purposes does not in itself constitute abuse when it does not result in harm to the child.

"Neglect" occurs when a child is deprived of, or is allowed to be deprived of, necessary food, clothing, shelter, or medical treatment or a child is permitted to live in an environment when such deprivation or environment causes the child's physical, mental, or emotional health to be significantly impaired or to be in danger of being significantly impaired. The foregoing circumstances shall not be considered neglect if caused primarily by financial inability unless

actual services for relief have been offered to and rejected by such person. A parent or legal custodian legitimately practicing religious beliefs in accordance with a recognized church or religious organization who thereby does not provide specific medical treatment for a child shall not, for that reason alone, be considered a negligent parent or legal custodian.

### **Obligation to Report**

The School prohibits any action or omission constituting child abuse, abandonment, or neglect by any of its employees, agents, volunteers, or other persons affiliated in any way with the School. Any teacher or other school official or school personnel who knows, or has reasonable cause to suspect, that a child is abused, abandoned, or neglected by a parent, legal custodian, caregiver or other person responsible for the child's welfare, shall report such knowledge or suspicion. All employees have immunity from liability if they report such cases in good faith; and have a duty to comply with child protective investigations and all other provisions of law relating to child abuse, abandonment, and neglect.

## **8.4 Policy Against Workplace Violence**

As the safety and security of employees, vendors, contractors, and the general public is in the best interest of Odyssey Charter School, Inc., the School is committed to working with all 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**

If an employee receives or overhears any threatening communications from a student, employee or outside third party, the employee must report it to their supervisor at once. The employee is not to engage in either physical or verbal confrontation with a potentially violent individual. If an

employee encounters an individual who is threatening immediate harm to an employee, student or visitor to the school premises, they are to contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

### Violations

Violating this policy may be subject 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, employees will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If an employee initiates, participates, is involved in retaliation, or obstructs an investigation into conduct prohibited by this policy, they will be subject to discipline up to and including termination.

Employees who believe they have been wrongfully retaliated against are to immediately report the matter to Human Resources.

## **8.5 Safety Training**

In addition to "Each Employee's Responsibility" and "Hazard Communication" policies of the Employment Policies Handbook, if any employee believes that he/she is 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 Principal to receive such training.

## **8.6 In An Emergency**

The Principal should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of the Principal, contact the nearest member of leadership.

When events warrant an evacuation of the building, employees should follow the instructions of the Principal or any other member of leadership. Employees should leave the building in a quick and orderly manner and assemble at the pre-determined location as communicated by the Principal to await further instructions.

Please direct any questions about the school's emergency procedures to the Principal.

## **8.7 Fire Drills and Other Security Drills**

Fire drills and other security drills are scheduled periodically throughout the year. These drills are an important aspect in employee safety. The School expects complete cooperation from employees during these drills. Any questions concerning evacuation procedures should be directed to the Principal.

## **8.8 Security of Property**

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

Immediately advise the Principal of any known or potential security risks and/or suspicious conduct of employees, customers, or visitors at the School. Safety and security are the responsibility of all employees and the School relies on all employees to help keep the premises secure.

## **8.9 Visitors on Campus**

Employees expecting visitors are to please notify the Principal. 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.

## **8.10 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 the School's property. Any 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. Employees must notify the Principal or designee immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is property of the School. The device is subject to inspection by the School at any time without 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.

### **8.11 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 the employee assumes 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, are 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 Principal is responsible for enforcing these guidelines.

Employees may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject the employee and/or the School to both civil and criminal penalties under the United States Copyright Act. Principal approval is required to purchase software.

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

### **8.12 School Closure and Emergencies**

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

#### School 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 employees of the closing by phone/email/website/etc. These notification efforts assume that employees have access to electricity and internet and/or phone service.

When the School is unable to notify employees of the closure, employees should 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 the area, employees should report to work only if they 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, employees will be instructed to leave immediately so that the conditions do not further deteriorate and affect the ability to travel safely.

Exempt employees who are working at home with prior permission, or at the office on the day of the partial day closure will be paid their normal salary for the week. Non-exempt employees will be paid for the hours worked, unless state law dictates otherwise.

#### Notified of Closure Prior to Reporting to Work

Non-exempt employees who are notified of a closure prior to reporting to work will not be paid during the closure, unless state law dictates otherwise. Exempt employees will be paid their normal salary for the week.

#### Benefits Coverage

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

#### Extending Leave

When the School closure ends, employees are expected to report to work. Employees who cannot return to work at the end of the closure are to contact the Principal. The School recognizes that additional time-off may be needed to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

#### If An Employee Cannot Get to Work

Unique circumstances may affect the 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, employees should continue to try and contact their Principal, by any method possible.

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

### **8.13 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.

The School is required by contract with the Brevard County School District to maintain a drug-free workplace. Although Florida law was changed in 2017 to allow for the use of medical marijuana, Section 381.986(15) makes clear that this does not change an employer's right to have a drug-free workplace. Marijuana is defined in Florida law as a drug and marijuana use remains illegal under federal law. Therefore, the School does not accommodate the medical use of marijuana or medical marijuana in the workplace or any employee working while under the influence. Testing positive for marijuana will result in disciplinary action that may result in termination.

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

In certain cases, the School may assist employees in seeking treatment or rehabilitation for drug or alcohol dependency. In such cases, the School may consider their continued employment as long as concerns regarding safety, health, production, communication, or other work-related matters are adequately addressed. The School may also require employees 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.

## **8.14 Nonsmoking Policy**

Odyssey Charter School, Inc. is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and students. Smoking on the school premises is prohibited.

## **9.0 Trade Secrets and Inventions**

### **9.1 Non-Solicitation and Non-Disparagement**

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

Employees will not disparage the School, 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 the School, Green Apple School Management, LLC and/or their affiliates, Board members, officers, directors, and/or employees.

## **9.2 Inventions**

Any invention created by the employee, in whole or in part, during 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.

## **9.3 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.

Employees are required to inform the Principal if they have information that leads them to suspect that employees are sharing such information in violation of this policy and/or competitors are obtaining such information.

Violation of this policy may result in disciplinary action up to and including termination and may subject the violator to civil liability. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

## **10.0 General Policies**

### **10.1 Bulletin Boards**

Odyssey Charter School, Inc. maintains an official bulletin board located at each school campus 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. Employees 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.

### **10.2 Classroom Neutrality**

Odyssey Charter School, Inc. 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 Charter School, Inc. 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.

### **10.3 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 Principal immediately upon qualifying for election. He/She shall file with the Principal a written plan to conduct a campaign that will not interfere with fulfilling his/her obligations to the school.

### **10.4 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 Principal.

### **10.5 Care and Confidentiality of Parents and Students Records**

The impression that parents and students have of the School is based, in part, on the way the School handles students' records. If staff is careless with student files and records, parents and students may conclude that the School is inefficient in other work-related areas. In accordance with state statute, all employees must ensure the privacy of all student records. 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 the Principal.

## **10.6 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 employee driving records. It is the responsibility of the employee to provide a copy of their current driver's license to the Director of Transportation. Any changes in employee driving records, including but not limited to driving infractions, must be reported to the Director of Transportation and the Principal.

State law requires all motorists to carry auto liability insurance. It is against the law to drive without insurance. Employees using their own vehicle as a part of employment duties must provide current proof of insurance to the Director of Transportation. New proof of insurance is required every time the employee insurance policy expires and renews.

## **10.7 Identification Badges**

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

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

If an employee sees someone on campus without an ID Badge, he/she should escort the individual to the front office immediately.

## **10.8 Non-Solicitation/Non-distribution Policy**

To avoid disruption of business operations or disturbance of employees, visitors, and others, Odyssey Charter School, Inc. has implemented a Non-solicitation/Non-distribution 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 Non-solicitation/Non-distribution Policy.

Employees are prohibited from soliciting other employees during assigned working time. For this purpose, working time means time during which either the employee or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. Employees may conduct solicitations during nonworking time, so long as they do so when the other employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, employees 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, lunchrooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the School's equal employment opportunity (EEO) and no harassment policies (including threats of violence), or is knowingly and recklessly false, is not permitted. Non-employees are not permitted to distribute materials on school 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 the Principal.

## **10.9 Office Supplies**

The 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 by the Office Manager.

Orders for additional items not regularly stocked need to be approved by the Principal prior to ordering.

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.

## **10.10 Off-Duty Use of Employer Property or Premises**

Employees may not use Odyssey Charter School, Inc. property for personal use during working time. Employees 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.

Employees are prohibited from using School facilities either for School business or personal reasons during off duty or nonworking hours without the written consent of the Principal. If employees are authorized to use School facilities during off-duty hours or School off-hours, they may be required to sign a log-in and log-out sheet maintained by the Principal or designee.

## **10.11 Parking**

Employees are required to park in available designated areas as stated during the employee orientation session by Human Resources or the Principal.

The School is not responsible for loss, damage, or theft of employee vehicles. Therefore, it is suggested that employees lock their vehicle doors.

## **10.12 Personal Appearance**

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 appropriately. Employees are expected to maintain personal hygiene habits, including clean clothing, grooming, 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. Employees should 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. Employees are required to follow the OCS, Inc. Fragrance-Free Policy.

Failure to comply with the personal appearance standards and Fragrance-Free Policy 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.

### **10.13 Dress Policy**

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

Parent and student satisfaction represents the most important aspect of the School. Whether or not certain employee job responsibilities place them in direct contact with parents and students, each employee represents Odyssey Charter School, Inc. with their appearance as well as actions. The properly attired individual helps to create a favorable image of 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:

- School 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.
- 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

On Dress-Down Fridays, the following may be worn:

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

### **10.14 Personal Cell Phone/Mobile Device Use**

While Odyssey Charter School, Inc. permits employees to bring personal cell phones and other mobile devices into the workplace, employees must not allow the use of such devices to interfere with their 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. Unless used for business purposes, personal cell phones must be turned off or set to silent alert during working hours while on school premises. Thus, employees should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, employees should use devices in a manner that is courteous to those around them. Use of such devices during work time should be minimal and limited to emergency use only. Devices with a camera and/or audio/video recording capability are restricted from use of those functions on School property unless authorized in advance by the Principal or designee,

or when they are used in a manner consistent with the employee right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

Employees are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices. Employees will be subject to disciplinary action up to and including termination of employment for violation of this policy.

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

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

### **10.15 Personal Data Changes**

It is the obligation of the employee to provide Odyssey Charter School, Inc. with their current contact information, including current mailing address and telephone number. Employees should inform the School of any changes to 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.

### **10.16 Social Media Policy**

Odyssey Charter School, Inc., recognizes that 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, employees are expected to follow the guidelines for appropriate use of social media.

This policy applies to all employees who work for Odyssey Charter School, Inc.

Employees are more likely to resolve work-related complaints by speaking directly with co-workers or by utilizing the Schools' problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, employees who decide to post complaints or criticism must avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames parents and students, reveals confidential student information, 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.

Employees should make sure they are always truthful and accurate when posting information or news. If a mistake is made, correct it quickly. Employees should be open about any previous posts they 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." Employees should never post any

information or rumors that they 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 the employee's 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, as well as any other form of electronic communication.

Principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, employees are solely responsible for what they communicate in social media. Employees may be personally responsible for any litigation that may arise should they make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of Odyssey Charter School, Inc.

### 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.

Employees should ensure their 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 be subject to disciplinary action up to and including termination.

### 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 Odyssey Charter School, Inc.
- Employees should not create a link from their personal blog, website, or other social networking site to a School website that identifies them as speaking on behalf of the School.
- Employees should never represent themselves as a spokesperson for the School. If the School is a subject of the content the employees are creating, employees are not to represent themselves as speaking on behalf of the School. Employees need to make it clear in their social media activity that they are speaking on their 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

Employees are not to use social media while on work time, unless it is work related as authorized by the Principal or consistent with policies that cover equipment owned by the School.

### Media Contacts

Employees not authorized to speak on behalf of the School must not speak to the media on behalf of the School. Employees should direct all media inquiries for official School responses to the OCS, Inc. Governing Board's Designated Media Contact (Green Apple School Management's CEO).

### Retaliation and Employee 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.

### **10.17 Suggestion and Feedback Policy**

Odyssey Charter School, Inc., welcomes suggestions and feedback for continued improvement and welcomes employee ideas for better ways to perform jobs, provide services, or meet parent and student needs. Employees are encouraged to discuss their ideas with the Principal or another member of the administrative team.

The School also encourages employees to offer any suggestions derived from seminars, publications, or other outside sources of information they believe would add value to the School.

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

### **10.18 Telephone Use**

Odyssey Charter School, Inc. phones are available to employees for work-related communications. Unless there is an emergency, limit land line 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 prohibited. Telephone use is subject to the Use of School Technology Policy.

### **10.19 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, reporters, law enforcement agencies, and other outside persons may contact school employees to obtain information about the incident or the actual or potential lawsuit. If an employee receives such a contact, they should not speak on behalf of the School and should refer any call to the Principal.

## **10.20 Use of School 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 employee personal devices, including but not limited to:

- 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

All School IT resources and communications systems, i.e. emails, are subject to public records requests. Employees are prohibited from deleting emails, sent and received, from School assigned email accounts as it is a direct violation of public records law.

### General Provisions

School IT resources and communications systems are to be used for business purposes only.

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. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device or personal email account under any circumstances without advance written approval from a school leader.

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

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

### Violations

Violation of this policy will be subject to corrective action up to and including termination of employment. The School will advise law enforcement officials of any illegal conduct.

### **10.21 Right to Inspect**

Odyssey Charter School, Inc. property, including but not limited to lockers, phones, computers, tablets, desks, workplace 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. Employees should have no expectation of privacy in any of these areas. The School assumes no responsibility for the loss of, or damage to personal property maintained on School premises including that kept in lockers and desks.

## Acknowledgment of Receipt, Understanding, and Compliance

By signing below, I acknowledge that I have received a copy of the Odyssey Charter School, Inc. Employment Policies Handbook (also referred to as "Handbook") and that I have read it, understand it, and agree to comply with all policies, procedures, and guidelines provided therein. I understand that the Odyssey Charter School, Inc. (also referred to as "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 the Handbook. Changes can only be made if approved in writing by the Principals 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 the 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) that conflicts with the terms of this Handbook, I understand that the terms of the employment 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 Principal.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name