Pinecrest Academy Employee Handbook

01/01/2026

ABOUT THIS HANDBOOK/DISCLAIMER

We prepared this handbook to help employees find the answers to many questions that they may have regarding their employment with PINECREST ACADEMY. Please take the necessary time to read it.

We do not expect this handbook to answer all questions. Supervisors and Human Resources also serve as a major source of information.

Neither this handbook nor any other verbal or written communication by a management representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. PINECREST ACADEMY adheres to the policy of employment at will, which permits the School or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

No School representative other than the Head of Human Resources may modify at-will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be signed and in writing.

Many matters covered by this handbook, such as benefit plan descriptions, are also described in separate School documents. These School documents are always controlling over any statement made in this handbook or by any member of management.

This handbook states only general School guidelines. The School may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the Head of Human Resources.

This handbook supersedes all prior handbooks.

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Section 1 - Organization Description

1-1. ORGANIZATION

ORGANIZATION DESCRIPTION

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

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

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

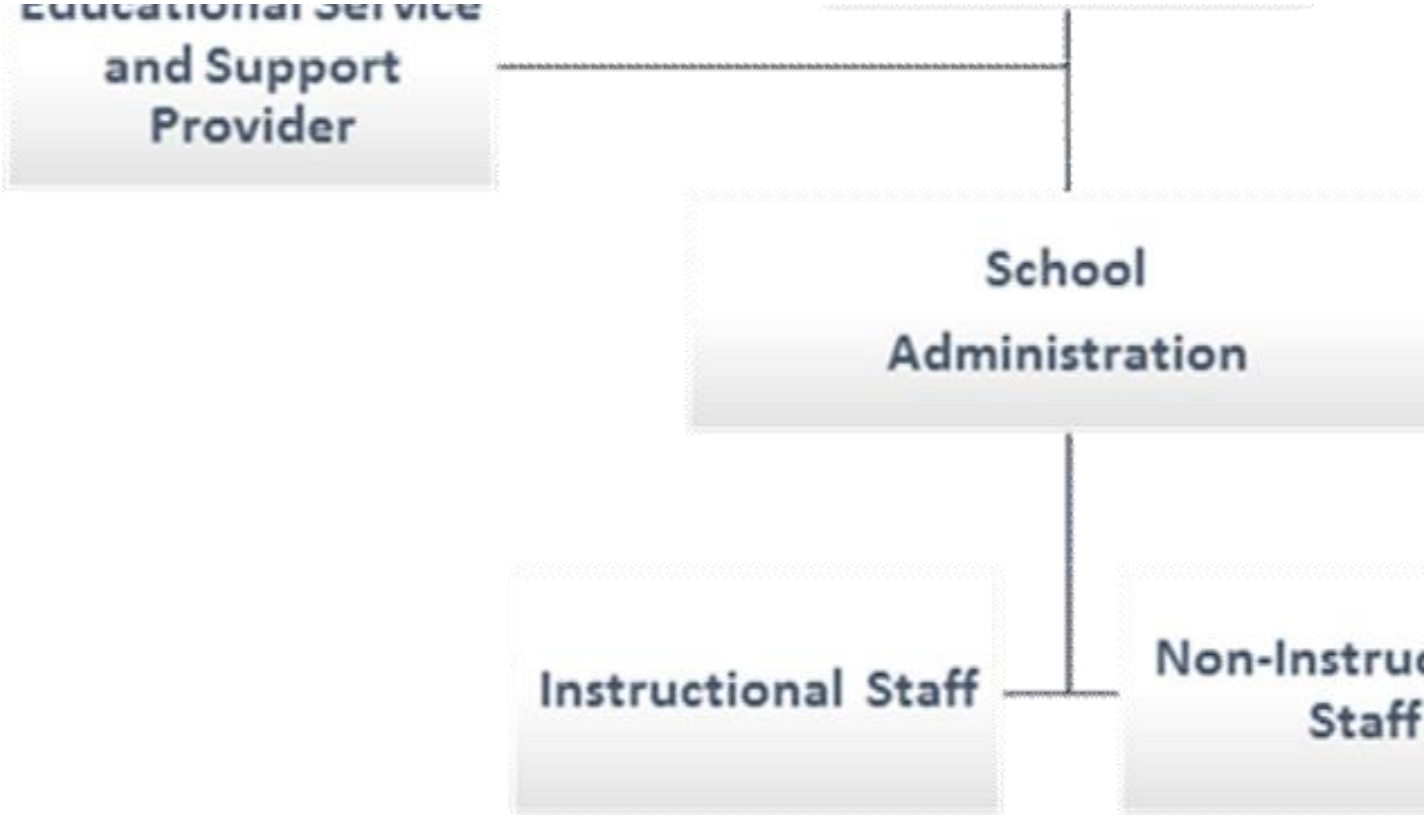
The School, upon resolution by its Board of Directors, reserves the right to amend, add or change the policies, protocols, procedures and/or employee benefits listed or offered in this Handbook, including any supplements at any time it deems necessary. Please contact the Academica HR Department via phone (305-669-2906) or email hrsupport@academica.org

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

1-2. ORGANIZATIONAL CHART

Organizational Chart





School Board of Directors for PINECREST ACADEMY Charter School

The Board of Directors of the School has the overall responsibility for the affairs and management of the School. The Board will be the primary policy-making body for 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.

Academica

The Board of Directors will utilize the services of Academica, a professional educational service and support organization that specializes in providing services to charter schools. Academica is currently providing services to over 160 charter schools nationwide. Academica was founded on the principle that each charter school is a unique educational environment that is governed by a board that best knows the right path for its school. Academica's mission is to facilitate the Board's vision for its school.

If you are uncertain about whom to contact at any time regarding any matter or situation, please contact the Academica HR Department via phone (305-669-2906) or email hrsupport@academica.org

School-Site Administrator

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

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

Section 2 - Governing Principles Of Employment

2-1. INTRODUCTION

On behalf of PINECREST ACADEMY, let me extend a warm and sincere welcome to employees commencing with us. For employees who have been with us, thanks for your past and continued service.
I extend my personal best wishes for success and happiness here at PINECREST ACADEMY. We understand that it is our employees who provide the services that our customers rely upon, and who will enable us to create new opportunities in the years to come.

2-2. EQUAL EMPLOYMENT OPPORTUNITY

PINECREST ACADEMY is an Equal Opportunity Employer that does not discriminate on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, pregnancy-related conditions, and lactation), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information, or any other characteristic protected by applicable federal, state, or local laws and ordinances. PINECREST ACADEMY's management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, access to facilities and programs, and general treatment during employment.
Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the employee's supervisor. PINECREST ACADEMY will not allow any form of retaliation against employees who raise issues of equal employment opportunity. If employees feel they have been subjected to any such retaliation, they should contact the employee's supervisor. To ensure the workplace is free of artificial barriers, violation of this policy including any improper retaliatory conduct will lead to discipline, up to and including discharge. All employees must cooperate with all investigations conducted pursuant to this policy.

2-3. REASONABLE ACCOMMODATIONS & INTERACTIVE DIALOGUE

PINECREST ACADEMY is committed to complying with applicable federal, state, and local laws governing reasonable accommodations of individuals, including, but not limited to, the Americans with Disabilities Act (ADA) and the Pregnant Workers Fairness Act (PWFA). To that end, PINECREST ACADEMY will endeavor to make a reasonable accommodation to applicants and employees who have requested an accommodation or for whom PINECREST ACADEMY has notice may require such an accommodation, related to an individual's:

- Disability, meaning any physical, medical, mental, or psychological impairment, or a history or record of such impairment;
- Sincerely held religious beliefs and practices;
- Needs as a victim of domestic violence, sex offenses, or stalking;
- Needs related to pregnancy, childbirth, or related medical conditions; and/or
- Any other reason required by applicable law, unless the accommodation would impose an undue hardship on the operation of our business.

Reasonable accommodations can take many forms. For example, reasonable accommodations for pregnancy, childbirth, or related medical conditions include but are not limited to things such as the ability to carry or keep water near and drink, as needed; allowing the employee additional restroom breaks; allowing the employee whose work requires standing to sit and whose work requires sitting to stand; allowing the employee breaks, as needed, to eat and drink; accommodations related to lactation; time off to recover from childbirth; modification of equipment; appropriate seating; temporary transfer to a different position that the employee is able to perform; restructuring job duties; light duty; or a modified work schedule. PINECREST ACADEMY will work with the employee to determine what accommodation is appropriate for the employee, given the employee's unique circumstances, that does not impose an undue hardship on PINECREST ACADEMY.

Any employee who would like to request an accommodation based on any of the reasons set forth above should contact the employee's supervisor. Accommodation requests can be made in writing using a form which can be obtained from the employee's supervisor. If the employee who has requested an accommodation has not received an initial response within five (5) business days, they should contact the Head of Human Resources.

Unless otherwise required by law, PINECREST ACADEMY may request that the employee provide supporting documentation. Cooperating with PINECREST ACADEMY by returning requested information in a timely fashion is required.

After receiving a request for an accommodation or learning indirectly that the employee may require such an accommodation, PINECREST ACADEMY will engage in an interactive dialogue with the employee.

Even if employee has not formally requested an accommodation, PINECREST ACADEMY may initiate an interactive dialogue under certain circumstances, such as when PINECREST ACADEMY has knowledge that employee's performance at work has been negatively affected and a reasonable basis to believe that the issue is related to any of the protected classifications set forth above, in compliance with applicable law. In the event PINECREST ACADEMY initiates an interactive dialogue, it should not be construed as PINECREST ACADEMY's belief the employee requires an accommodation, but will serve as an invitation for the employee to share with PINECREST ACADEMY any information the employee desires to share, or to request an accommodation.

The interactive dialogue may take place in person, by telephone, or by electronic means. As part of the interactive dialogue, PINECREST ACADEMY will communicate openly and in good faith with the employee in a timely manner in order to determine whether and how PINECREST ACADEMY may be able to provide a reasonable accommodation. To the extent necessary and appropriate based on the request, PINECREST ACADEMY will attempt to explore the existence and feasibility of alternative accommodations as well as alternative positions for the employee. PINECREST ACADEMY is not required to provide the specific accommodation sought by the employee, provided the alternatives are reasonable and either meet the specific needs of the employee or specifically address the employee's limitations.

PINECREST ACADEMY will endeavor to keep confidential all communications regarding requests for reasonable accommodations and all circumstances surrounding the employee's underlying reason for needing an accommodation.

PINECREST ACADEMY will not allow any form of retaliation against employees who have requested an accommodation, for whom PINECREST ACADEMY has notice may require such an accommodation, or who otherwise engage in the interactive dialogue process.

Employees with questions regarding this policy should contact the employee's supervisor.

2-4. NON-HARASSMENT

It is PINECREST ACADEMY's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information ,or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by PINECREST ACADEMY.

The purpose of this policy is not to regulate any employee's personal morality, but to ensure that no one harasses another individual in the workplace, including while on School premises, while on School business (whether or not on School premises) or while representing the School. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual, or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

1. Unwelcome flirtations, leering, whistling, touching, pinching, assault, or blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings;
7. Sexually explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually related comments;
10. Conversation about a person's own or someone else's sex life;
11. Conduct or comments consistently targeted at a single gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

2-5. DRUG-FREE AND ALCOHOL-FREE WORKPLACE

To help ensure a safe, healthy and productive work environment for our employees and others, to protect School property, and to ensure efficient operations, PINECREST ACADEMY has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the School.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale or distribution of controlled substances (including medical marijuana), drug paraphernalia or alcohol by an individual anywhere on School premises, while on School business (whether or not on School premises) or while representing the School, is strictly prohibited. Employees and other individuals who work for the School also are prohibited from reporting to work or working while they are using or under the influence of alcohol

or any controlled substances, which may impact the employee's ability to perform their job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this exception does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent the employee is subject to any drug testing requirement, except as permitted by and in accordance with applicable law.

Violation of this policy will result in disciplinary action, up to and including discharge.

The School maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any School employee, including themselves.

2-6. WORKPLACE VIOLENCE

PINECREST ACADEMY is strongly committed to providing a safe workplace. The purpose of this policy is to minimize the risk of personal injury to employees and damage to School and personal property.
PINECREST ACADEMY does not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, PINECREST ACADEMY specifically discourages employees from engaging in any physical confrontation with a violent or potentially violent individual. However, PINECREST ACADEMY does expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in School policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

Prohibited Conduct

Threats, threatening language or any other acts of aggression or violence made toward or by any School employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious or destructive action undertaken for the purpose of domination or intimidation. To the extent permitted by law, employees and visitors are prohibited from carrying weapons onto School premises.

Procedures for Reporting a Threat

All potentially dangerous situations, including threats by co-workers, should be reported immediately to any member of management with whom the employee feels comfortable. Reports of threats may be maintained

confidential to the extent maintaining confidentiality does not impede PINECREST ACADEMY's ability to investigate and respond to the complaints. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation or disciplinary action as a result of reporting a threat in good faith under this policy.

If the School determines, after an appropriate good faith investigation, that someone has violated this policy, the School will take swift and appropriate corrective action.

If the employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for the School to be aware of any potential danger in its offices. Indeed, the School wants to take effective measures to protect everyone from the threat of a violent act by employees or by anyone else.

2-7. IMMIGRATION LAW COMPLIANCE

The School and ADP TotalSource are committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired may also be required to complete the form.

Employees with questions or seeking more information on immigration law issues are encouraged to contact the ADP MyLife Advisors at (1-844-448-0325). Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

2-8. OUTSIDE EMPLOYMENT

An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with The School. All employees will be judged by the same performance standards and will be subject to The School's scheduling demands, regardless of any existing outside work requirements.

If The School determines that an employee's outside work interferes with performance or the ability to meet the requirements of The School as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with The School.

Outside employment will present a conflict of interest if it has an adverse impact on The School. This would be unacceptable.

Outside employment is prohibited during periods of either FMLA or Extended Leaves of Absence.

2-9. MANDATED REPORTER

Florida Statutes (F.S.) (section 39.201(1)(a), "Mandatory reports of child abuse, abandonment or neglect") require that **any** person 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 **must report such knowledge or suspicion to the Florida Abuse Hotline**.

Florida Statutes Reporting Child Abuse

Section 39.01(47), F.S.: "Other person responsible for a child's welfare" includes the child's legal guardian or foster parent; an employee of any school, public or private child day care center, residential home, institution, facility or agency; a law enforcement officer employed in any facility, service or program for children that is operated or contracted by the Department of Juvenile Justice (DJJ); or any other person legally responsible for the child's welfare in a residential setting; and also includes an adult sitter or relative entrusted with a child's care.

Section 39.201 F.S. Mandatory reports of child abuse, abandonment or neglect; mandatory reports of death; central abuse hotline.

a. Any person 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, as defined in this chapter, or that a child is in need of supervision and care and has no parent, legal custodian, or responsible adult relative immediately known and available to provide supervision and care shall report such knowledge or suspicion.
b. Any person who knows, or who has reasonable cause to suspect, that a child is abused by an adult other than a parent, legal custodian, caregiver or other person responsible for the child's welfare, shall report such knowledge or suspicion.
c. Any person who knows, or has reasonable cause to suspect, that a child is the victim of childhood sexual abuse or the victim of a known or suspected juvenile sexual offender,

Reports may be made by one of the following methods:

- Toll-free telephone: 800-96-ABUSE
- Toll-free Telephone Device for the Deaf (TDD): 800-453-5145
- Toll-free fax transmission: 800-914-0004
- Internet at https://reportabuse.dcf.state.fl.us

2-10. FIREARMS IN THE WORKPLACE

Pursuant to Florida statute, the Board prohibits employees from possessing, storing, making, or using a weapon, including a concealed weapon, in a school safety zone and any setting that is under the control and supervision of the Board for the purpose of school activities approved and authorized by the Board including, but not limited to, property leased, owned or contracted by the Board for a school-sponsored event.

Weapons and firearms are defined in F.S. 790.001 and include, but are not limited to, firearms, guns of any type, knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and

explosives.

For the purposes of this policy, the term "weapon" also means any object which, in the manner in which it is used, is intended to be used, or is represented, as capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons.

Staff members shall report knowledge of dangerous weapons and/or threats of violence by students, staff members, or visitors to the principal or site manager. Failure to report such knowledge may subject the staff member to discipline; up to and including termination.

The school principal shall ensure that any staff member possessing a weapon or other device designed to inflict serious bodily harm, including a concealed weapon, is reported immediately to the appropriate law enforcement agency, regardless of whether such staff member possesses a valid concealed weapon license. As well, the staff member shall be subject to disciplinary action, up to and including termination, consistent with law, due process, and the terms of any negotiated agreement.

An exception to this policy includes weapons possessed as authorized by Florida statute.

The Board directs the school to post notices prohibiting the carrying and possession of concealed weapons in a school safety zone, including schools and school buildings, on school premises and school buses, and at school activities.

Section 3 - Operational Policies

3-1. EMPLOYEE CLASSIFICATIONS

For purposes of this handbook, all PINECREST ACADEMY employees fall within one of the classifications below.

Full-Time Employees - Employees who regularly work at least 30 hours per week who were not hired on a short-term basis.

Part-Time Employees - Employees who regularly work fewer than 30 hours per week who were not hired on a short-term basis.

Short-Term Employees - Employees who were hired for a specific short-term project, or on a short-term freelance, per diem or temporary basis. Short-Term employees generally are not eligible for School benefits, but are eligible to receive statutory benefits.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as exempt do not receive overtime pay; they generally receive the same weekly salary regardless of hours worked. Such salary may be paid less frequently than weekly. The employee will be informed of these classifications upon hire and informed of any subsequent changes to the classifications.

3-2. YOUR EMPLOYMENT RECORDS

In order to obtain their position, employees have provided personal information, such as address and telephone number. This information is contained in their personnel file.

Employees should keep their personnel file up to date by informing the employee's supervisor of any changes. Employees also should inform the employee's supervisor of any specialized training or skills they acquire, as well as any changes to any required visas. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach employees in a crisis could cause a severe health or safety risk or other significant problem.

3-3. INTRODUCTORY POLICY / 90 DAY EVALUATION PERIOD

The introductory period (90-Day Evaluation Period) is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. The School uses this period to evaluate employee capabilities, skills, productivity, classroom management skills, work habits, and overall performance.

All new and rehired employees work on an introductory basis for the first 90 calendar days after their date of hire. Employees who are promoted or transferred within Academica managed schools must complete a secondary introductory period of the same length with each reassignment to a new position. Any significant absence will automatically extend an introductory period by the length of the absence. If The School determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period.

Teachers must agree to comply with all certification requirements, as set forth by The School and Florida Statutes. Any teacher who has been granted a waiver agrees to complete any and all credits required for certification in the subject area within the time frame specified by the Principal. The teacher further agrees to provide The School, in a timely manner, with written verification of her/his compliance with said requirements. Teachers are to provide evidence that he she met the eligibility requirements for the renewal of his/her Florida Educator's Certificate by June 30th of the year his/her current certificate ends in order to be eligible to be considered to return to a certified position.

In cases of promotions or transfers within The School, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary introductory period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and The School's needs.

Benefits eligibility and employment status are not changed during the secondary introductory period that results from a promotion or transfer.

3-4. PART-TIME SUBSTITUTE TEACHERS

Part-Time Substitute Teachers are temporary staff called in to assist the school on an as-needed basis when a teacher is out. Employment assignments in this category are considered temporary, and on an as-needed basis. Employment beyond any initially stated period does not in any way imply a change in employment status. Part-Time Substitute employees receive all legally mandated benefits (such as workers' compensation insurance and Social Security), however are ineligible for all other benefit programs. Should the school call a substitute for an assignment and the substitute is not available on multiple occasions, the school may remove the substitute from their list of substitutes.

3-5. NEW HIRES / SPECIAL SKILLS LICENSING AND CERTIFICATIONS

In addition to producing eligibility by the execution and production of documents stated in the I-9, Instructional Staff will be required to:

- Present a teaching certificate.
- Present proof of educational certificates and/or statement of eligibility
- Present prior teaching experience verification forms within first 60 days of the "start date".
- Present original transcripts for all degrees conferred

All newly hired staff are required to:

- Submit for background checks at the employees expense and submit for drug testing to ADP Totalsource , at the school's expense
- Meet eligibility hiring standards for the county school board in which he/she works/will work

All teacher positions require that you maintain specific certifications as a condition of your employment. It is the teacher's responsibility to attend, at teacher's expense, all necessary classes and/or workshops to maintain teacher's teaching credentials. The principal will inform teachers of upcoming workshops that can

be attended, as a courtesy to the teacher.

3-6. NEW HIRES / SUBSTITUTE TEACHER SAFETY ORIENTATION AND COMPLIANCE

All substitute teachers are required to review and acknowledge the school's safety polices and procedures prior to their first teaching assignment and upon any significant updates to those policies. This includes, but is not limited to, procedures for fire drills, lockdowns, medical emergencies, student supervision and visitor management.

3-7. WORKING HOURS AND SCHEDULE

PINECREST ACADEMY Charter School is normally open for business Monday through Friday. You will be assigned a work schedule, and you will be expected to begin and end work according to the schedule. To accommodate the needs of our business, at some point we may need to change individual work schedules on either a short-term or long-term basis.

From time to time, staff will be asked to attend school-related events which may take place after normally scheduled working hours. The School will make every effort to minimize these occurrences.

Employees will be provided meal and rest periods as required by law. Your Supervisor will provide further details.

3-8. ARTIFICIAL INTELLIGENCE

The School recognizes that the use of artificial intelligence (AI) tools can potentially assist employees with the performance of job duties. However, there are many risks. To ensure the protection of confidential information and the integrity of our operations, as set forth below, all employees who wish to use AI tools must receive management approval and, if granted, comply with the below best practices.

Evaluation of AI tools. Employees must evaluate the utility and security of any AI tool before using it. This includes reviewing the tool's security features, terms of service, and privacy policy. Employees also should review the reputation of the tool developer and any third-party services used by the tool. But most importantly, employees must receive management approval prior to using any AI tool after explaining the manner in which it will be used and the benefits to the business.

Protection of confidential data. In using any AI tool, employees must not upload or share any confidential, proprietary, or protected data without prior written approval from the Head of Human Resources. This includes data related to customers, employees, or partners. Similarly, employees must ensure any AI tool does not utilize confidential or copyrighted information of a third party.

Access control. Employees must not give access to any AI tools approved for business use to anyone outside the School without prior approval from the Head of Human Resources and implementation of processes as required to meet security compliance requirements. This includes sharing login credentials or other sensitive information with third parties.

Compliance with security policies. Employees must apply the same security best practices we use for all

PINECREST ACADEMY and customer data. This includes using strong passwords, keeping software up-to-date, and following the School's data retention and disposal policies.

3-9. TIMEKEEPING PROCEDURES

Employees must record their actual time worked for payroll and benefit purposes. Employees must record the time work begins and ends, as well as the beginning and ending time of any departure from work for any non-work-related reason, on the Schools' timeclock.

Altering, falsifying or tampering with time records is prohibited and subjects the employee to discipline, up to and including discharge.

3-10. OVERTIME

When PINECREST ACADEMY experiences periods of extremely high activity, additional work may be required. Supervisors are responsible for monitoring business activity and requesting overtime work if it is necessary. Effort will be made to provide employees with adequate advance notice in such situations. Employees may work overtime only with prior management authorization. Any non-exempt employee who works overtime without authorization may be subject to disciplinary action, up to and including termination.

Any non-exempt employee who works overtime will be compensated at the rate of one and one-half times (1.5) their regular hourly wage for all time worked in excess of 40 hours each workweek, unless otherwise required by applicable law. Overtime pay is calculated based on actual hours worked. Paid time off, holidays, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. For purposes of calculating overtime for non-exempt employees, the workweek begins at 12 a.m. on Sunday and ends 168 hours later at 12 a.m. on the following Sunday.

3-11. SAFE HARBOR POLICY FOR EXEMPT EMPLOYEES

It is PINECREST ACADEMY's policy and practice to accurately compensate employees and to do so in compliance with all applicable state and federal laws. To ensure proper payment and that no improper deductions are made, employees must review pay stubs promptly to identify and report all errors.
Those classified as exempt salaried employees will receive a salary which is intended to compensate them for all hours they may work for PINECREST ACADEMY. This salary will be established at the time of hire or classification as an exempt employee. While it may be subject to review and modification from time to time, such as during salary review times, the salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work performed.

Under federal and state law, salary is subject to certain deductions. For example, unless state law requires otherwise, salary can be reduced for the following reasons:

- full-day absences for personal reasons;
- full-day absences for sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing wage replacement benefits for such absences (deductions also may be made for the exempt employee's full-day absences due to sickness or disability before the employee has qualified for the plan, policy or practice or after the employee has exhausted the leave

allowance under the plan);
- full-day disciplinary suspensions for infractions of our written policies and procedures;
- Family and Medical Leave Act absences (either full- or partial-day absences);
- to offset amounts received as payment from the court for jury and witness fees or from the military as military pay;
- the first or last week of employment in the event the employee works less than a full week; and
- any full work week in which the employee does not perform any work.

Salary may also be reduced for certain types of deductions such as a portion of health, dental or life insurance premiums; state, federal or local taxes; social security; or voluntary contributions to a 401(k) or pension plan.

In any work week in which the employee performed any work, salary will not be reduced for any of the following reasons:

- partial day absences for personal reasons, sickness or disability;
- an absence because the School has decided to close a facility on a scheduled work day;
- absences for jury duty, attendance as a witness, or military leave in any week in which the employee performed any work (subject to any offsets as set forth above); and
- any other deductions prohibited by state or federal law.

However, unless state law provides otherwise, deductions may be made to accrued leave for full- or partial-day absences for personal reasons, sickness or disability.

If employees believe they have been subject to any improper deductions, they should immediately report the matter to a supervisor. If the supervisor is unavailable or if the employee believes it would be inappropriate to contact that person (or if the employee has not received a prompt and fully acceptable reply), they should immediately contact Director of Payroll or any other supervisor in PINECREST ACADEMY with whom the employee feels comfortable.

3-12. COMPENSATION

The School's Salary Schedule has been established as the guide for determining salaries. Although it is The School's intent to offer salaries comparable to the industry standard where The School is located, please be reminded that The School is a **Public Charter School** and **not a traditional Public School**. Thus, the salary schedule used may not be a "replica" of the one used by the local district.

Staff that will be working the entire School Year will have their salary paid throughout 12 months, including the summer months, but can request a pay schedule that is line with their working months. There are staff who will work less than the 10 months of The School Year, i.e. Maternity leave, hired after the first day of School, etc. These staff members will be paid a prorated salary from the date they begin working through the last day worked.

The School's EESAC/SAC Committee currently has the discretion to approve how the Florida School Recognition Funds are dispersed. The current policy which has been adopted states that, in the event that the EESAC awards a monetary bonus to employees, the employee must be employed at The School at the time The School received the grade and meet any additional requirements as approved by the EESAC/SAC Committee.

The EESAC/SAC Committee 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 Advisory Council (SAC)/EESAC or Board of Directors has the discretion to approve how the funds are dispersed. The requirements for receipt remain the same.

Any teacher who applies and receives National Board Certification will be eligible to receive the $7,500 bonus payable over 3 years. If the teacher leaves prior to the end of their 3rd year the entire bonus amount will be forfeited. Any amount paid to the teacher will be subject to repayment.

For terminations that occur at the end of the school year, teachers will have the remainder of their salary paid on the last pay period of the school year.

Underpayment/Overpayment

It is the school's practice to ensure all employees receive compensation for work performed. It is the employee's responsibility to verify the accuracy of their compensation and to notify Human Resources immediately if his/her salary is incorrect.

Since funds are budgeted on an annual basis, it is imperative that issues be identified promptly so a resolution can be reached during the same fiscal year. If it is discovered that an employee is not receiving the correct salary, the school will make the necessary adjustments to ensure that the employee is paid correctly **within the fiscal year**. If the school discovers that an employee is being overpaid, arrangements will be made with the employee to ensure repayment is made immediately.

The school is authorized to make corrections for overpayments by adjusting an employee's salary to account for the overpayments.

3-13. YOUR PAYCHECK

Salaried/Instructional employees will be paid semi-monthly and hourly employees will be paid bi-weekly for all time worked during the appropriate pay period.

Payroll stubs itemize deductions made from gross earnings. By law, PINECREST ACADEMY is required to make deductions for Social Security, federal income tax and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay received and overtime pay received.

If there is an error in any employee's pay, the employee should bring the matter to the attention of your Supervisor immediately so the School can resolve the matter quickly and amicably.

Paychecks will be given only to the employee, unless the employee requests that they be mailed or authorizes in writing that another person may accept the check.

3-14. DIRECT DEPOSIT

PINECREST ACADEMY Charter School strongly encourages employees to use direct deposit. Employees can complete their Direct Deposit setup directly on their ADP Employee portal.

If you do not elect "direct deposit", your check will remain at the school during the summer months and holidays, until the school reopens.

3-15. SALARY ADVANCES

PINECREST ACADEMY does not permit advances on paychecks or against accrued paid time off.

3-16. PERFORMANCE REVIEW

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's initial period in any new position. This period, known as the introductory period, allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals. The purpose of these reviews is to ensure that your skills as an educator are effectively delivered to the students.

Official evaluations will be conducted during The School year. The evaluation and performance review form varies by grade level. Satisfactory performance reviews do not necessarily result in merit increases, but they assist in annual evaluations and pay increases.

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

3-17. JOB POSTINGS

PINECREST ACADEMY is dedicated to assisting employees in managing their careers and reaching their professional goals through promotion and transfer opportunities. This policy outlines the online job posting program which is in place for all employees. To be eligible to apply for an open position, the employee must meet the following requirements:

- Be a current, regular, full-time or part-time employee;
- Have been in current position for at least six (6) months;
- Maintain a performance rating of satisfactory or above;
- Not be on conduct/performance-related probation or warning;
- Meet the job qualifications listed on the job posting; and
- Provide their current manager with notice prior to applying for the position.

If employees find a position of interest on the job posting website and they meet the eligibility requirements, an online job posting application must be completed in order to be considered for the position. Not all positions are guaranteed to be posted. The School reserves the right to seek applicants solely from outside sources or to post positions internally and externally simultaneously.

For more specific information about the program, please contact the Human Resources Department.

3-18. OPEN DOOR POLICY

All employees have the opportunity to express ideas and opinions to management. The School believes that open communication is essential to a successful work environment, as well as to the School's success. All employees may express ideas and opinions directly to School management. Employees who would like to bring an idea or suggestion to the School's attention, or just simply wishes to discuss an issue not covered by a separate reporting procedure, are always welcome to send an email or make a call to Human Resources.

3-19. RECORD RETENTION

PINECREST ACADEMY acknowledges its responsibility to preserve information relating to litigation, audits and investigations. Failure on the part of employees to follow this policy can result in possible civil and criminal sanctions against the School and its employees and possible disciplinary action against responsible individuals (up to and including discharge of the employee). Each employee has an obligation to contact the Human Resources Department to inform them of potential or actual litigation, external audit, investigation or similar proceeding involving the School that may have an impact on record retention protocols.

3-20. TRAVEL TIME FOR HOURLY EMPLOYEES

Overnight, Out-of-Town Trips

Non-exempt employees will be compensated for time spent traveling (except for meal periods) during their normal working hours, on days they are scheduled to work and on unscheduled work days (such as weekends). Non-exempt employees will also be paid for any time spent performing job duties during otherwise non-compensable travel time; however, such work should be limited absent advance management authorization.

Out-of-Town Trips for One Day

Non-exempt employees who travel out of town for a one-day assignment will be paid for all travel time, except for, among other things: (i) time spent traveling between the employee's home and the local railroad, bus or plane terminal; and (ii) meal periods.

Local Travel

Non-exempt employees will be compensated for time spent traveling from one job site to another job site during a workday. The trip home, however, is non-compensable when an employee goes directly home from his/her final job site, unless it is much longer than his/her regular commute home from the regular worksite. In such case, the portion of the trip home in excess of the regular commute is compensable.

Commuting Time

Travel from home to work and from work to home is generally non- compensable. However, if a non-exempt employee regularly reports to a worksite near his/her home, but is required to report to a worksite farther

away than the regular worksite, the additional time spent traveling is compensable.

If compensable travel time results in more than 40 hours worked by a non-exempt employee, the employee will be compensated at an overtime rate of one and one-half times the regular rate.

To the extent that applicable state law provides greater benefits, state law applies.

Section 4 - Leaves Of Absence

4-1. MILITARY LEAVE

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask management for further information about eligibility for Military Leave.

If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that PINECREST ACADEMY can maintain proper coverage while employees are away.

4-2. FAMILY AND MEDICAL LEAVE

The Leave Policy

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact their supervisor or ADP TotalSource.

I. Eligibility

FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must: 1) have been employed by a covered Company* for at least 12 months (which need not be consecutive); 2) have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave; and 3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

***Note a covered Company is one which has employed 50 or more employees for at least 20 workweeks in the current or preceding calendar year.**

II. Entitlements

The FMLA provides eligible employees with a right to leave, applicable health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

A. Basic FMLA Leave Entitlement:

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses their FMLA leave. Leave may be taken for any one, or

for a combination, of the following reasons:

- To care for the employee's child after birth or placement for adoption or foster care;
- To care for the employee's spouse, child or parent (but not in-law) who has a **serious health condition**;
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, child or parent is a covered 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) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active duty service members.

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

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

B. Additional Military Family Leave Entitlement (Injured Servicemember Leave)

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

A "**covered servicemember**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.”

Covered servicemembers also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

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

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered servicemember.

D. No Work While on Leave

The taking of another job while on family/medical leave or any other authorized leave of absence is grounds for immediate termination, to the extent permitted by law.

E. Protection of Group Health Insurance Benefits

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

F. Restoration of Employment and Benefits

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

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

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

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

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

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

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform their supervisor or ADP TotalSource (866-400-6011), Option 2 or email: Totalsource.FMLA@adp.com) of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the School to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;

- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered servicemember with a serious injury or illness.

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

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the School has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. Timing of Employee Notice

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

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

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

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

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the School of the reason why such leave is medically necessary. In such instances, the School and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the School's operations, subject to the approval of the employee's health care provider.

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

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications

supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

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

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

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

1. Initial Medical Certifications

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

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

2. Medical Recertifications

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

3. Return to Work/Fitness for Duty Medical Certifications

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

D. Submit Certifications Supporting Need for Military Family Leave

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of a covered military member, the School may require employees to provide: 1) a

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

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

E. Reporting Changes to Anticipated Return Date & Periodically Concerning Intent to Return to Work

Employees must contact ADP TotalSource at 1-844-448-0325 periodically in accordance with the instructions noted on the Eligibility Notice regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide the School or ADP TotalSource with reasonable notice (i.e., within two business days) of the employee's changed circumstances and new return to work date. If employees give the School unequivocal notice of their intent not to return to work, they will be considered to have voluntarily resigned and the School's obligation to maintain applicable health benefits (subject to COBRA requirements) and to restore their positions will cease.

F. Substitute Paid Leave for Unpaid FMLA Leave

Employees must (unless the School specifically informs employees otherwise) use any accrued paid time off while taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the School will allow employees to use accrued paid time off to supplement any paid disability benefits.

G. Pay Employee's Share of Health Insurance Premiums

During FMLA leave, employees are entitled to continued group health plan coverage (if applicable) under the same conditions as if they had continued to work. Unless the School notifies employees of other arrangements, whenever employees are receiving pay from the School during FMLA leave, the School will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a ''pay-as-you-go'' method. Employees should contact their immediate supervisor to make these arrangements.

The School's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the School will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the School for the cost of the premiums the School paid for maintaining coverage during their unpaid FMLA leave.

IV. Exemption for Highly Compensated Employees

The School may choose not to return highly compensated employees (highest paid 10% of employees at a worksite or within 75 miles of that worksite) to their former or equivalent positions following a leave if restoration of employment will cause substantial economic injury to the School. (This fact-specific determination will be made by the School on a case-by-case basis.) The School will notify you if you qualify as a "highly compensated" employee, if the School intends to deny reinstatement, and of your rights in such instances.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact your supervisor or ADP TotalSource at 1-844-448-0325, or email: Leaves@adp.com. The School is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact ADP TotalSource immediately. The School will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

VI. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in your School handbook as applicable or contact your supervisor or ADP TotalSource.

4-3. DOMESTIC VIOLENCE LEAVE

Employees who have worked for the School for at least three (3) months may be granted up to three (3) days of unpaid leave in any 12-month period if the employee or a family or household member of the employee is the victim of domestic violence.

Leave may be used to:

- seek an injunction for protection against domestic violence or an injunction for protection in cases of repeat violence, dating violence or sexual violence;
- obtain medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the act of domestic violence;
- obtain services from a victim-services organization, including, but not limited to, a domestic violence shelter or program or a rape crisis center as a result of the act of domestic violence;
- make their home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or
- seek legal assistance in addressing issues arising from the act of domestic violence.

“Family or household member” means spouses, former spouses, persons related by blood or marriage,

persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Except in cases of imminent danger to the health or safety of the employees or their family or household member, one (1) day advance notice of the need for leave is required. Sufficient documentation of the act of domestic violence, such as a restraining order, police report or order to appear in court, is also required. Requests for leave and documents in connection with this leave will be kept confidential to the extent permitted by law.

4-4. MEDICAL LEAVE AND FAMILY CARE (MLFC)

Qualifying Reasons

The Company provides leaves of absence without pay to eligible employees for any of the following reasons:

1. The birth of a child and to bond with the newborn child within one year of birth;
2. The placement with the employee of a child for adoption or foster care and to care for the newly placed child within one year of placement;
3. To care for the employee's spouse, son, daughter, or parent ("covered family member") who has a serious health condition;
4. Your own serious health condition which renders you unable to perform the functions of the position; or,
5. Any qualifying exigency (as defined under the Federal Family Medical Leave Act) arising out of the fact that an employee's spouse, son, daughter, or parent 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) in the Reserves component of the Armed Forces in support of contingency operations or Regular Armed Forces for deployment to a foreign country. This leave also is available for family members of active-duty service members.

In the event that state or federal law provides for greater rights than provided by this policy, it is the Company's policy to govern its actions in accordance with those laws. For example, state law may extend MLFC leave entitlements to civil union and domestic partners.

Qualifying exigencies may include, but are not limited to, attending certain events that arise out the military member's covered active duty status provided that the employer and employee agree that such leave shall qualify as an exigency, and agree to both the timing and duration of the leave; certain childcare and school activities; addressing certain financial and legal arrangements; attending certain counseling sessions; caring for the parents of the military member on covered active duty who is incapable of self-care and attending certain post-deployment activities. The qualifying exigencies listed in this paragraph are defined in 29 § CFR 825.126.

Amount of Leave Available

Eligible employees that qualify for leave are normally granted leave up to a maximum of 12 weeks within a 12-month rolling period measured backward from the date of any leave usage.

Where permitted by law, MLFC leave exhausts while using leave under federal, state or local family and medical leave laws. Unless otherwise provided by law, for purposes of this policy, leave usage includes leave

provided pursuant to this policy or leave previously granted under state or federal leave laws.

MLFC leave must be used in one-week increments. Employees are required to exhaust any accrued paid leave time while taking unpaid leave.

If the initial period of approved absence proves insufficient, consideration will be given to a request for an extension as required by law. Extensions will be considered under ADA. However, benefits will only be provided for the initial maximum of 12 weeks after which time the employee may apply for benefits continuation under COBRA.

Additional Military Family Leave Entitlement (Military Caregiver Leave)

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

A "covered servicemember" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is in outpatient status (as defined in 29 C.F.R. § 825.127) or is on the temporary retired list for a serious injury or illness. These individuals are referred to in this policy as “current members of the Armed Forces.”

Covered servicemembers also include a veteran who is discharged or released from military services, except for a dishonorable discharge, at any time during the five years preceding the date the eligible employee takes MLFC leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy, or is in outpatient status for a serious injury or illness. These individuals are referred to in this policy as “covered veterans.”

This policy adopts the definition of a “serious injury or illness” set forth in 29 C.F.R. § 825.127. This definition is distinct from the definition of “serious health condition” applicable to MLFC leave to care for a covered family member (discussed above).

How to Request Leave

Employees may request leave only after having been employed for one year. Eligible employees should make requests for leave to their supervisors at least 30 days in advance of foreseeable events and as soon as possible for unforeseeable events.

Certification Requirements

Employees may be required to provide written documentation from their health care provider supporting the need for leave including a detailed explanation of the medical reason, why the employee requires a leave of absence, any accommodations that might enable the employee to return to work, and the health care provider’s opinion (supported by medical reasoning) as to the likely date the employee will return to work, if known.

In the case of leave to care for a covered family member, employees may be required to provide documentation substantiating the need for leave. This would include, for example, a statement from the family member’s healthcare provider indicating that the family member is unable to care for his or her own basic medical, hygienic, nutritional needs or safety.

Upon request, the first time employees seek leave due to qualifying exigencies arising out of the active duty

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

When leave is taken to care for a covered servicemember with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered servicemember. In addition, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered servicemember confirming entitlement to such leave. Any changes in this information should be promptly reported to Company.

Continuation of Health Insurance Benefits While on Leave

Health insurance benefits will be provided by Company for a maximum of 12 weeks (or 26 weeks for injured servicemember leave) under the same terms that would have applied had the employee not taken leave. Employees remain responsible for payment of the employee contribution while on leave. Payment must be received by the **[date]** of each month. Failure to make timely payments may result in a termination of health insurance benefits.

Employees who exceed the 12 (or 26 for injured servicemember leave) week maximum period of leave will become responsible for the full costs of these benefits and may apply for benefits continuation under COBRA. When the employee returns from leave, benefits will again be reinstated on the first of the month following the employee's return to work.

Returning from Leave / Job Restoration

An employee on leave is requested to provide the Company with at least two weeks advance notice of the date the employee intends to return to work so that an employee's return to work can be properly scheduled.

Employees returning from leave for the employee's own serious health condition may be required to submit a health care provider's verification of their fitness to return to work.

Job restoration is not guaranteed. However, when a leave ends, the Company will make reasonable efforts to reinstate the employee to the same position previously held by the employee if it is available. If it is not available, the Company will make reasonable efforts to reinstate the employee to an equivalent position for which the employee is qualified and if an equivalent position is not available, then to a lower-level position.

If an employee fails to return to work on the agreed upon return date, the Company may assume that the employee has resigned.

Contact Information

Any questions regarding this policy should be directed to the ADP TotalSource Leaves Administration Team at 844-448-0325 or by email AcademicaLeaves@adp.com.

4-5. MATERNITY LEAVE OF ABSENCE

Full-time employees may take up to one (1) year of Maternity leave after one (1) full year of employment with The School for any of the following reasons (1) the birth of a child, or (2) the placement of a child with you for adoption or foster care and to care for the newly placed child. This type of leave must be completed within the 12-month period beginning on the date of birth or placement

If the leave period exceeds the 12-week period prescribed by FMLA, the employee may continue with their current benefit elections by completing the necessary documents and paying for the benefit premium provided under COBRA.

In applicable districts where said breaks are paid, any employee who is returning from leave prior to Christmas break must return by the first work day in December in order to receive payment for the break and on the first day of the month in which Spring Break begins, in order to receive payment for the break.

Note: Any teacher who takes leave must work a minimum of 99 days during the current school year in order to gain a year of credit. Please feel free to contact Human Resources directly if you should have any concerns regarding this policy. Personal time will not be accrued during the time of leave.

Section 5 - Benefits

5-1. BENEFITS OVERVIEW

In addition to good working conditions and competitive pay, it is PINECREST ACADEMY's policy to provide a combination of supplemental benefits to all eligible employees. In keeping with this goal, each benefit program has been carefully devised. These benefits include time-off benefits, such as vacations and holidays, and insurance and other plan benefits. We are constantly studying and evaluating our benefits programs and policies to better meet present and future requirements. These policies have been developed over the years and continue to be refined to keep up with changing times and needs.
The next few pages contain a brief outline of the benefits programs PINECREST ACADEMY provides employees and their families. Of course, the information presented here is intended to serve only as guidelines.

The descriptions of the insurance and other plan benefits merely highlight certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from HR Department. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised from time to time). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.
Further, PINECREST ACADEMY (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility and entitlement.

While the School intends to maintain these employee benefits, it reserves the absolute right to modify, amend or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact HR Department.

5-2. HEALTH INSURANCE

Health insurance plans provide employees and their dependents access to medical, dental, and vision care benefits. Employees who are classified as full time, working 30 or more hours per week are eligible to participate in the health insurance plan:

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Individuals who are not returning for the following school year (regardless of whether it was the employee's decision to resign or whether The School did not extend an invitation to return) will have their active benefits terminated on the last day of the month in which employee last worked at the school site.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the ADP TotalSource (1-844-448-0325) for more information about health insurance benefits.

5-3. PAID HOLIDAYS

The School will grand holiday time off to all active employees on the holidays listed below:

Martin Luther King, Jr. Day

Memorial Day

Thanksgiving Day

Day after Thanksgiving

The School will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. Holiday pay will be calculated based on the employee's straight- time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.
If a recognized holiday falls during an eligible employee's paid absence (such as vacation or sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.
If eligible nonexempt 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.

5-4. PAID TIME OFF

Personal days are offered for employees to use for personal time off, for illness or injury, or that of a family member.

Salaried employees are eligible to receive and use personal time off as described in this policy. They can request use of this benefit after it is earned.

The length of eligible service is calculated on the basis of a "benefit year." This is the 10, 11 or 12 month period that begins when the employee starts to earn leave. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Personal time off can be used in minimum increments of one hour. Salaried employees who have an unexpected need to be absent from work should notify their direct supervisor and/or School Principal before the scheduled start of their workday, if possible. The direct supervisor and/or School Principal must also be contacted on each additional day of unexpected absence.

To schedule a planned day off (i.e. Physician’s appointments, etc.), salaried employees should request advance approval from their supervisors/Principal. Requests will be reviewed based on a number of factors, including business needs and staffing requirements. Due to the potential for disruption, the Principal has the right to refuse to allow a teacher or employee a scheduled day where it would result in the absence of 2 or more teachers on the same day. The School Principal may also assign blackout periods where personal time off will not be permitted. Please refer to The School’s operational handbook for further information.

This time is paid at the salaried employee's base pay rate at the time of absence. It does not include overtime or any special forms of compensation such as incentives, commissions, bonuses, or shift differentials.

The number of days employees receive each year is as shown in the following schedule:

Salaried employees are entitled to accrue 1 day per month for every active month worked during the 12-month period.

For Instructional Salaried staff, there's no cap on accrual; unused PTO days will rollover automatically at the end of the fiscal year.

For Non-Instructional Salaried staff, the maximum number of personal days permitted to accrue will be 20; if you have reached the 20-day cap, accruals will cease. Unused PTO days will rollover automatically at the end of the fiscal year, never in excess of 20 days.

Regarding PTO "cash out", Instructional Salaried employees will have the opportunity to "cash out" unused personal days, however, there must be a balance of 21 days remaining in the personal bank after cashing out. The maximum number of days that may be cashed out in any given year is 10 days. If more than 3 personal days were taken in any given year, there is no cash out option for that School year. In addition, the cash-out percentage for unused personal days is 80%. Accruals will begin again in the next benefit year. There is no "cash out" opportunity available for Non-Instructional Salaried employees.

Please note the cash-out and the unlimited rollover aspect of this policy only applies to salaried instructional employees.

This policy is subject to change at the discretion of The School's Board of Director.

5-5. LACTATION ACCOMMODATIONS

PINECREST ACADEMY will provide a reasonable amount of break time to accommodate employees desiring to express breast milk for their child, in accordance with and to the extent required by applicable law. The break time, if possible and permitted by applicable law, must run concurrently with rest and meal periods already provided. If the break time does not run concurrently with rest and meal periods already provided, the break time will be unpaid, subject to applicable law.

The School will make reasonable efforts to provide employees with the use of a room or location in close proximity to the employee's work area, other than a bathroom, to express milk in private. This location may be the employee's private office, if applicable. Please consult HR Department with questions regarding this policy.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under this policy.

5-6. WORKERS' COMPENSATION

On-the-job injuries are covered by PINECREST ACADEMY's Workers' Compensation Insurance Policy, which is provided at no cost. If employees are injured on the job, no matter how slightly, they should report the incident immediately to their supervisor. Failure to follow School procedures may affect the ability of employees to receive Workers Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss work due to a workplace injury must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

5-7. JURY DUTY

PINECREST ACADEMY realizes that it is the obligation of all U.S. citizens to serve on a jury when summoned to do so. All employees will be allowed time off to perform such civic service as required by law. Employees are expected, however, to provide proper notice of a request to perform jury duty and verification of their service.

Employees also are expected to keep management informed of the expected length of jury duty service and to report to work for the major portion of the day if excused by the court. If the required absence presents a serious conflict for management, employees may be asked to try to postpone jury duty.

Employees on jury duty leave will be paid for their jury duty service in accordance with state law; however, exempt employees will be paid their full salary for any week in which time is missed due to jury duty if work is performed for the School during such week.

Employees who have completed a minimum of 90 calendar days of service in an eligible classification may request paid jury duty leave. This will be paid according to County Ordinance.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence. Employee classifications that qualify for paid jury duty leave are:

- Regular full-time employees
- Regular part-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence.

The School will continue to provide health insurance benefits until the end of the month in which the unpaid jury duty leave begins. At that time, employees will become responsible for the full costs of these benefits if they wish coverage to continue. When the employee returns from jury duty, benefits will again be provided by The School according to the applicable plans.

Benefit accruals such as vacation, sick leave, or holiday benefits will be suspended during unpaid jury duty leave and will resume upon return to active employment.

NOTE: When an employee is involved in his/her own litigation or is subpoenaed for a case not relating to an issue involving employee's employment with School and must appear in court, the time must be reported as personal.

5-8. BEREAVEMENT LEAVE

All full time employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately.

Up to 2 days of paid bereavement leave will be provided to full time employees.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available paid leave for additional time off as necessary.

The School defines "immediate family" as the employee's spouse, domestic partner, parent, child, sibling; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandparents or grandchildren.

5-9. VOTING LEAVE

In the event employees do not have sufficient time outside of working hours to vote in a statewide election, if required by state law, the employee may take off enough working time to vote. Such time will be paid if required by state law. This time should be taken at the beginning or end of the regular work schedule. Where possible, supervisors should be notified at least two (2) days prior to the voting day.

5-10. INSURANCE PROGRAMS

Full-time employees may participate in PINECREST ACADEMY's insurance programs. Under these plans, eligible employees will receive comprehensive health and other insurance coverage for themselves and their families, as well as other benefits.

Upon becoming eligible to participate in these plans, employees will receive summary plan descriptions (SPDs) describing the benefits in greater detail. Please refer to the SPDs for detailed plan information. Of course, feel free to contact HR Department with any further questions.

5-11. LONG-TERM DISABILITY BENEFITS

Full-time employees are eligible to participate in the Long-Term Disability plan, subject to all terms and conditions of the agreement between PINECREST ACADEMY and the insurance carrier.

This is solely a monetary benefit and not a leave of absence. Employees who will be out of work must also request a formal leave of absence. See the Leave of Absence sections of this handbook for more information.

5-12. EMPLOYEE ASSISTANCE PROGRAM

PINECREST ACADEMY provides the Employee Assistance Program, which offers qualified counselors to help employees cope with personal problems they may be facing. Further details can be obtained through Human Resources.

5-13. TRANSPORTATION REIMBURSEMENT PROGRAM

PINECREST ACADEMY provides a Transportation Reimbursement Program which allows all employees to pay for eligible transportation expenses with pre-tax income. Employees may participate on the first of the month after one (1) month of employment. The program works similarly to a Flexible Benefits Program, in which employees elect to have a portion of pre-tax income transferred to an account for future reimbursement for transportation expenses. The amount of contributions is subject to IRS limits which generally change every year. Upon becoming eligible to participate in this plan, employees will receive a Summary Plan Document (SPD) describing the benefit in greater detail. Employees should refer to the SPD for detailed plan information. Of course, employees also should feel free to speak to HR Department if they have any further questions.

5-14. RETIREMENT PLAN

Eligible employees are able to participate in PINECREST ACADEMY's retirement plan. Plan participants may make pre-tax contributions to a retirement account. Employees are eligible for this benefit on the 1st of the month after completion of 90 days of service. Enrollment documents are mailed directly to the address on file with ADP TotalSource.

The plan allows you to elect how much salary you want to contribute so you can tailor your own retirement package to meet your individual needs. The School will provide a match that will be automatically credited to your retirement account. Please note that contribution match amounts may vary from network to network. There is no vesting schedule for your schools match.

Because your contribution to a Retirement/401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to distributions.

Complete details of the Retirement Plan/401(k) savings plan are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Department for more information about the Retirement Program.

5-15. EDUCATIONAL ASSISTANCE

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.

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

1. All full-time certified teachers shall be eligible to receive tuition reimbursement for up to **twelve (12) graduate semester hours, per contract year**, from an accredited institution of higher learning at a rate not to exceed **$175.00 per semester hour**, up to a total of 48 graduate semester hours leading to an advanced degree in subject field.
2. The period in which the twelve 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. Principal approval based on school needs.
d. Graduate level courses leading to state certification in Educational Leadership are subject to additional requirements and approvals. Tuition reimbursement for up to **twelve (12) graduate semester hours, per contract year**, from an accredited institution of higher learning at a rate not to exceed **$200.00 per semester hour**, up to a total of 72 graduate semester hours.

    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 at the School.
    iii. Approval for reimbursement will be based on school needs
    iv. Deadline to turn in application – May 1st for the coming Fall semester and September 1st for the coming Spring semester.
    v. A minimum of 3 years teaching experience is required. In addition, one (1) year must have been at a Charter School that has the same Educational Service Provider.
    vi. All evaluations must be excellent.
    vii. Must have a Master's degree. If you are a teacher in a Middle/High School, you must have a Master's in field prior to applying for Leadership reimbursement.
    viii. Applicant must take Principal Insight Assessment.
    ix. Approval will be decided by an appointed Interview Committee.

3. Teachers receiving reimbursement must have obtained a "B" average or better in the course(s) for which reimbursement is expected.

4. In order to receive reimbursement, receipt(s) for paid tuition and official transcript(s) shall be submitted to the Human Resources Department upon completion of the course(s), along with the completed tuition reimbursement request form.

Request for reimbursement must be submitted within 90 days of completion of the course. Applicant must provide the tuition reimbursement request form, transcripts and a copy of the paid receipt. Please note, you will not be reimbursed for parking decals, etc.

5-16. DEGREE ENTITLEMENTS

The School awards Entitlements for the following conferred degrees:

Master's

Florida Specialist

Doctorate

Entitlements for Advanced Degree in Educational Leadership will only be granted to Lead Teachers who also hold a certification in Educational Leadership.

Florida Certification Coverage	Frequently Acceptable Degree Major(s)
Agriculture Agriculture	Agriculture, General Agriculture, Vocational
Arabic	Arabic
Art degree type),	Art, Art Education, Fine Arts (major, not
	Architecture, Interior Design, Commercial Art, One Area of Art (Painting, Sculpture, etc.)
	Biology Bacteriology, Biology, Biological Sciences, Biomechanics, Botany, Dentistry, Doctor of Medicine, Exercise Physiology, Genetics, Kinesiology, Life Science, Marine Biology, Physiology, Zoology
Business Education	Business Education, Business Administration
	Chemistry Biochemistry, Chemistry, Chemical Engineering, Pharmacy, Pharmaceutical Sciences, Doctor of Pharmacy
Chinese	Chinese
	Computer Science Computer Information Sciences, Computer Science, Computer Programming, Computer Technology, Computer Engineering
Dance	Dance, Dance Education
	Drama Acting, Drama, Dramatic Arts, Theatre, Theatre Arts, One Area of Drama (Directing, etc.)

	Earth-Space Science Astronomy, Climatology, Earth Science, Geology, Metallurgy, Meteorology, Oceanography, Paleontology, Physical Geography, Space Science
	Educational Leadership Educational Administration, Administration and Supervision, Educational Leadership, Educational Management and Development, School Principal (master's level)
	Educational Media Specialist Educational Media, Educational Media Technology, Instructional Media, Library Science (not Technology Education)
	Elementary Education (K-6) Elementary Education 1-6, K-6, N/K-6, K-3, K-4, K-8, K-9, Upper Elementary 4-6
	English English, Literature (English), Creative Writing, Language Arts
English to Speakers of Other Languages (ESOL)	English to Speakers of Other Languages (ESOL)
Exceptional Student Education (ESE) Teacher of	Special Education, Mild and Moderate Needs, the Handicapped, Varying Exceptionalities; Behavioral Disorders, BD/LD, Emotionally Conflicted, Emotionally Disturbed, Emotionally Handicapped, Socially and Emotionally Maladjusted; Educable Mentally Retarded, Children with Retarded Mental Development (CRMD), Intellectual Disabilities, Mentally Handicapped, Mentally Impaired, Mental Retardation, Profoundly Mentally Retarded, Severely and Profoundly Mentally Retarded, Trainable Mentally Retarded; Learning Disabilities, Specific Learning Disabilities; Motor Disabilities, Orthopedically Handicapped, Physically Handicapped, Physically Impaired
	Family and Consumer

	Science Home Economics, Vocational Home Economics, Family and Consumer Science
Farsi	Farsi
French	French
German	German
Greek	Greek
	Guidance and Counseling School Guidance and Counseling, School Counseling, School Guidance (master's degree level)
Haitian-Creole	Haitian-Creole
	Health Allied Health, Health, Health Education, Health Services, Nursing (BS), Public Health, Doctor of Medicine
	Hearing Impaired Deaf and Hard of Hearing, Deaf Education, Hearing Disabilities, Hearing Impaired, Hearing Science, Education of Deaf-Blind
Hebrew	Hebrew
Hindi	Hindi
Humanities	Humanities, Classical Studies
Italian	Italian
Japanese	Japanese
Journalism Journalism	Journalism, Broadcast Journalism, Television
Latin	Latin
Marketing Education	Distributive Education, Marketing, Marketing
	Mathematics Mathematics, Mathematics Education, Engineering (Civil, Chemical, Computer, Electrical, Mechanical, Aeronautical/Aerospace, or Nuclear),

Statistics

Middle Grades English
Middle Grades English, Middle Grades Language Arts, Middle School English Education, Junior High School English, English, Literature (English), Creative Writing, Language Arts Literature (English), Creative Writing

Middle Grades General Science
Middle Grades Science, Teaching Middle School Science, Junior High Science, Middle School Science Education, General Science

Middle Grades Mathematics
Middle Grades Mathematics, Teaching Middle School Mathematics, Junior High Mathematics, Middle School Mathematics Education, Mathematics, Statistics, Engineering (Civil, Chemical, Computer, Electrical, Mechanical, Aeronautical/Aerospace, or Nuclear)

Middle Grades Social Science
Middle Grades Social Science, Teaching Middle School Social Science, Junior High Social Science, Middle School Social Science Education, Social Science, Social Studies, American History, History, Western Civilization, World History, Geography, Economic Geography, (and other specialized areas of geography) Economics, Civics, Government, International Relations, Political Science, Sociology, Psychology, Educational Psychology (and other specialized areas of Psychology)

Music
Applied Music, Instrumental Music, Music, Music Education, Piano or other major instrument, Vocal Music, Voice, Composition (music), Percussion

Physical Education (K-12)
Physical Education any grade level with student teaching

Physics

	Aeronautical Engineering, Aerospace Engineering, Chemical Engineering, Civil Engineering, Electrical Engineering, Mechanical Engineering, Nuclear Physics, Physics, Thermodynamics, Nuclear Engineering
Portuguese	Portuguese
	Preschool Education Nursery School Education, Preschool Education, Birth-Age 4, Birth-Age 8
	Prekindergarten/Primary Education Early Childhood Education if NK-3, NK-4, or Birth-Age 8; P- 5, N-6, NK-6, Prekindergarten/Primary Education
Reading	Reading (masters degree level)
Russian	Russian
School Psychologist	School Psychology (specialist's degree level)
School Social Worker	Social Work, Social Worker, Social Welfare
	Social Science Social Science, Social Studies, American History, History, Western Civilization, World History, Geography, Economic Geography (and other specialized areas of geography), Economics, Civics, Government, International Relations, Political Science, Sociology, Psychology, Educational Psychology (and other specialized areas of Psychology)
Spanish	Spanish
Speech Speaking	Speech, Speech Communication, Public
	Speech-Language Impaired Communication Disorders, Speech Correction, Speech and Hearing Science, Speech-Language Impaired, Speech Pathology, Speech Pathology and Audiology (master's degree level)

	Technology Education Industrial Arts, Industrial Technology Education, Industrial Education, Industrial Arts-Technology Education, Technology Education
Turkish	Turkish
	Visually Impaired Blind and Partially Sighted, Visual Disabilities, Visually Handicapped, Visually Impaired

How to Receive Payment for an Advanced Degree

Complete the Request for Payment of an Advanced Degree for Teachers form (see your school's assinged Payroll contact), attach the official transcript showing "DEGREE CONFERRED" or a Credential Evaluation Report if a foreign degree, and send to the Academica Human Resources Department (hrsupport@academica.org).

Your eligibility for an advanced degree payment cannot be evaluated until an **official transcript** or an **original foreign credential evaluation** reflecting the degree conferral is received.

Note: The form must be submitted electronically to HRSupport@academica.org.

Per FL Statute 1012.22(1) (c) (3), payment for advanced degrees will only be provided if the degree is held in the area of certification shown on the Florida certificate. Therefore, general graduate degrees such as Curriculum and Instruction or Education, which do not match any of the Department of Education certification subjects, would not be acceptable unless the transcript identifies a major or specialization in your certificate subject (e.g., Mathematics, English, Elementary Education, etc.). To determine if your degree matches the certification held on your FL Department of Education teaching certificate, please view a listing of the Certification Acceptable Majors below.

Section 6 - General Standards Of Conduct

6-1. BASIC EMPLOYMENT POLICIES

In partnership with ADP TotalSource, PINECREST ACADEMY will provide each individual staff member with a Basic Employment Policy. This document will outline basic rules of employment that staff should follow. All staff will be required to read this document and acknowledge receipt via their employee portal via ADP TotalSource.

6-2. WORKPLACE CONDUCT

PINECREST ACADEMY endeavors to maintain a positive work environment. Each employee plays a role in fostering this environment. Accordingly, we all must abide by certain rules of conduct, based on honesty, common sense, and fair play.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. Unacceptable conduct may subject the offender to disciplinary action, up to and including discharge, in the School's sole discretion. The following are examples of some, but not all, conduct which can be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.

Stealing, removing, or defacing PINECREST ACADEMY property or a co-worker's property, and/or disclosure of confidential information.

2. Completing another employee's time records.
3. Violation of safety rules and policies.

Violation of PINECREST ACADEMY's Drug and Alcohol-Free Workplace Policy.
Fighting, threatening, or disrupting the work of others or other violations of PINECREST ACADEMY's Workplace Violence Policy.

4. Failure to follow lawful instructions of a supervisor.
5. Failure to perform assigned job duties.
6. Violation of the Punctuality and Attendance Policy, including but not limited to irregular attendance, habitual lateness, or unexcused absences.
7. Gambling on School property.
8. Willful or careless destruction or damage to School assets or to the equipment or possessions of another employee.
9. Wasting work materials.
10. Performing work of a personal nature during working time.
11. Violation of the Solicitation and Distribution Policy.

Violation of PINECREST ACADEMY's Harassment or Equal Employment Opportunity Policies.

12. Violation of the Communication and Computer Systems Policy.
13. Unsatisfactory job performance.

Any other violation of PINECREST ACADEMY policy.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at-will, and PINECREST ACADEMY reserves the right to impose whatever discipline it chooses, or none at all, in a particular

instance. The School will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation. However, PINECREST ACADEMY will endeavor to utilize progressive discipline but reserves the right in its sole discretion to terminate the employee at any time for any reason.

The observance of these rules will help to ensure that our workplace remains a safe and desirable place to work.

6-3. PROFESSIONAL JUDGEMENT

1. Maintain a professional barrier between you and the students. Staff should not give out personal e-mail addresses or cell phone numbers; only school e-mail address.
2. Keep the classroom door open when speaking with students one-on-one.
3. Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
4. Do not flirt with students.
5. Do not participate in making inappropriate jokes or allow your students to make inappropriate jokes.
6. Do not discuss your personal life or personal matters with students. Do not discuss your husband, wife, girlfriend, boyfriend, or dates with students.
7. When transporting students, coordinate transportation ahead of time, and use school or mass transportation if possible. If necessary, call a ride share for the student. If you must transport a student in your vehicle, ask a co-worker to accompany you.
8. Do no leave your students unsupervised; have an alternate plan of action.
9. Keep your hands and other parts of your body to yourself.
10. Use verbal praise and reinforcement.
11. Know your school policies and District and State laws governing corporal punishment. Establish and follow a consistent behavior plan. Treat each student with respect. Know the student's rights.
12. Chaperone only school-sponsored functions. Do not socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be.
13. Do not drink alcoholic beverages in front of your students, while representing The School or wearing your school uniform.
14. Do not take children home with you.
15. Do not make telephone calls or write notes of a personal nature to students.
16. Do not harass students; respect their differences. What you intend as humor, may, in fact, be cultural bias or harassment.
17. Keep your co-workers and supervisors informed; work and communicate as a team; plan and teach together
18. Communicate with parents and document your communication.
19. Dress and act appropriately and professionally. You are a role model in the community as well as in The School; be a good example for students
20. Use common sense and good judgment.
21. Avoid putting yourself in a position where you have to defend, explain, or justify your behavior or actions.
22. Maintain a professional reputation in the community. Even when you are off the job, be discreet.
23. Staff should not use personal cell phones while at work. Please see cell phone usage policy.

Non-Instructional Personnel

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

6-4. PUNCTUALITY AND ATTENDANCE

Employees are hired to perform important functions at PINECREST ACADEMY. As with any group effort, operating effectively takes cooperation and commitment from everyone. Therefore, attendance and punctuality are very important. Unnecessary absences and lateness are disruptive and place an unfair burden on fellow employees and supervisors. The School expects excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

The School does recognize, however, that there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify supervisors as early as possible, but no later than the start of the workday. Asking another employee, friend, or relative to give this notice is improper and constitutes grounds for disciplinary action. Employees should call, stating the nature of the absence and its expected duration, every day of absenteeism.

Unreported absences of three (3) consecutive workdays generally will be considered a voluntary resignation of employment with the School.

6-5. TRANSFERS WITHIN ACADEMICA SERVICED SCHOOLS

Any employee who wishes to transfer to another Academica serviced School must first request an approved transfer form from their current school. Any transfer that is requested prior to June 15th of each school year will automatically be approved. Any transfers that are requested after June 1st. Upon receipt of the approved transfer, employees may seek employment with their school of choice.

School needs will dictate whether transfers will be permitted. Transfers will be considered on a first-come-first-served basis.

6-6. USE OF COMMUNICATIONS AND COMPUTER SYSTEMS

PINECREST ACADEMY's communication and computer systems are intended primarily for business purposes; however limited personal usage is permitted if it does not hinder performance of job duties or violate any other School policy. This includes the voice mail, e-mail and Internet systems. Users have no legitimate expectation of privacy in regard to their use of the PINECREST ACADEMY systems.

PINECREST ACADEMY may access the voice mail and e-mail systems and obtain the communications within the systems, including past voice mail and e-mail messages, without notice to users of the system, in the ordinary course of business when the School deems it appropriate to do so. The reasons for which the School may obtain such access include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during the employee's absence.
Further, PINECREST ACADEMY may review Internet usage to ensure that such use with School property, or communications sent via the Internet with School property, are appropriate. The reasons for which the School may review employees' use of the Internet with School property include, but are not limited to: maintaining the system; preventing or investigating allegations of system abuse or misuse; assuring compliance with software copyright laws; complying with legal and regulatory requests for information; and ensuring that School operations continue appropriately during the employee's absence.

The School may store electronic communications for a period of time after the communication is created. From time to time, copies of communications may be deleted.

The School's policies prohibiting harassment, in their entirety, apply to the use of School's communication and computer systems. No one may use any communication or computer system in a manner that may be construed by others as harassing or offensive based on race, national origin, sex, sexual orientation, age, disability, religious beliefs or any other characteristic protected by federal, state or local law.

Further, since the School's communication and computer systems are intended for business use, all employees, upon request, must inform management of any private access codes or passwords.

Unauthorized duplication of copyrighted computer software violates the law and is strictly prohibited.

No employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization.

Violators of this policy may be subject to disciplinary action, up to and including discharge.

6-7. USE OF SOCIAL MEDIA

PINECREST ACADEMY respects the right of any employee to maintain a blog or web page or to participate in a social networking on or through websites or services such as X (formerly Twitter), Facebook, Threads, LinkedIn, YouTube, Instagram, TikTok, SnapChat, or similar sites/services (collectively "social media").
However, to protect School interests and ensure employees focus on their job duties, employees must adhere to the following rules:

Employees may not use social media during work time or at any time with School equipment or property.

All rules regarding confidential and proprietary business information apply in full to social media. Any information that cannot be disclosed through a conversation, a note, or an e-mail also cannot be disclosed through social media.

When using social media, if the employee mentions the School and also expresses either a political opinion or an opinion regarding the School's actions that could pose an actual or potential conflict of interest with the School, and it is either implicit or explicit that the poster is affiliated with the School, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is a personal opinion and not the School's position. This is necessary to preserve the School's goodwill in the marketplace.

Employees may not use the School's logos or trademarks for commercial purposes or to endorse any product or service.

Any conduct that is impermissible under the law if expressed in any other form or forum is impermissible if expressed through social media. For example, posted material that is discriminatory, obscene, defamatory, libelous, or violent is forbidden. School policies apply equally to employee social media usage.

Employees with any questions should review the guidelines above and/or consult with their manager. Failure to follow these guidelines may result in discipline, up to and including discharge.

6-8. CONNECTING WITH STUDENTS

Staff will not represent or create the inference on any social media posting that they speak on behalf of the school, its Board or its members.

The use of school time and/or equipment for personal social media activities is prohibited.

Staff may be disciplined by the school for inappropriate social media behavior, even if it occurs off campus.

Inappropriate personal communications using social media is prohibited.

Some social media sites allow users to become a "friend" or otherwise associate their "profiles" in a more private and personal arrangement which may mask inappropriate conduct. Staff members are discouraged from "friending" students on Facebook or other similar websites/applications, other than for the limited purpose of communications necessary to further educational objectives.

6-9. PERSONAL AND COMPANY-PROVIDED PORTABLE COMMUNICATION DEVICES

PINECREST ACADEMY-provided portable communication devices (PCDs), including cell phones and personal digital assistants, should be used primarily for business purposes. Employees have no reasonable expectation of privacy in regard to the use of such devices, and all use is subject to monitoring, to the maximum extent permitted by applicable law. This includes, as permitted, the right to monitor personal communications as necessary.

Some employees may be authorized to use their own PCD for business purposes. These employees should work with the IT department to configure their PCD for business use. Communications sent via a personal PCD also may be subject to monitoring if sent through the School's networks and the PCD must be provided for inspection and review upon request.

All conversations, text messages and e-mails must be professional. When sending a text message or using a PCD for business purposes, whether it is a School-provided or personal device, employees must comply with applicable School guidelines, including policies on sexual harassment, discrimination, conduct, confidentiality, equipment use and operation of vehicles. Using a School-issued PCD to send or receive personal text messages is prohibited at all times and personal use during working hours should be limited to emergency situations.

If employees who use a personal PCD for business resign or are discharged, they will be required to submit the device to the IT department for resetting on or before their last day of work. At that time, the IT department will reset and remove all information from the device, including but not limited to, School information and personal data (such as contacts, e-mails and photographs). The IT department will make efforts to provide employees with the personal data in another form (e.g., on a disk) to the extent

practicable; however, the employee may lose some or all personal data saved on the device.

Employees may not use their personal PCD for business unless they agree to submit the device to the IT department on or before their last day of work for resetting and removal of School information. This is the only way currently possible to ensure that all School information is removed from the device at the time of termination. The removal of School information is crucial to ensure compliance with the School's confidentiality and proprietary information policies and objectives.

Please note that whether employees use their personal PCD or a School-issued device, the School's electronic communications policies, including but not limited to, proper use of communications and computer systems, remain in effect.

Portable Communication Device Use While Driving

Employees who drive on School business must abide by all state or local laws prohibiting or limiting PCD (cell phone or personal digital assistant) use while driving. Further, even if usage is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while driving, and permitted by law, employees must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a cell phone while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

6-10. INSPECTIONS

To the maximum extent permitted by applicable law, PINECREST ACADEMY reserves the right to require employees while on School property, or on client property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on School or client property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases and other personal possessions or places of concealment, as well as personal mail sent to the School or to its clients. Employees are expected to cooperate in the conduct of any search or inspection.

6-11. SMOKING

Smoking, including the use of e-cigarettes, is prohibited on School premises and in all School vehicles.

6-12. SMOKING, ALCOHOLIC BEVERAGES, DRUGS

The School building and school grounds are non-smoking areas. You are a mentor to your students, and therefore, should set a good example for your students. Smoking, consumption of alcoholic beverages, and use of controlled (non-prescribed) drugs are not permitted by any employee on The School grounds, or outside The School grounds while wearing The School uniform or representing The School in a school-sponsored event. Violation of this rule may result in immediate termination

6-13. PERSONAL VISITS AND TELEPHONE CALLS

Disruptions during work time can lead to errors and delays. Therefore, personal telephone calls must be kept to a minimum, and only be made or received after working time, or during lunch or break time.
For safety and security reasons, employees are prohibited from having personal guests visit or accompanying them anywhere in PINECREST ACADEMY facilities other than the reception areas.

6-14. CONFIDENTIAL COMPANY INFORMATION

During the course of work, employees may become aware of confidential information about PINECREST ACADEMY's business, including but not limited to information regarding School finances, pricing, products, and new product development, software, and computer programs, marketing strategies, suppliers, and customers and potential customers. Employees also may become aware of similar confidential information belonging to the School's clients. It is extremely important that all such information remain confidential, and particularly not be disclosed to PINECREST ACADEMY's competitors. Any employee who improperly copies, removes (whether physically or electronically), uses, or discloses confidential information to anyone outside of the School may be subject to disciplinary action up to and including termination. Employees may be required to sign an agreement reiterating these obligations.

6-15. BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of The School is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of The School is dependent upon our customers' trust and we are dedicated to preserving that trust. Employees owe a duty to The School, its students, parents and vendors to act in a way that will merit the continued trust and confidence of the public.

The School will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If you are uncertain about whom to contact at any time regarding any matter or situation, please contact the Human Resource Department at Academica for your school at (305) 669-2906,

and, if necessary, with the ADP MyLife Advisors at (1-844-448-0325) for advice and consultation.

In addition to compliance with the regulations and policies of The School and The School Board of the county in which The School is located, The School expects its directors, officers and employees to comply with all State of Florida Board of Education Administrative Rules including but not limited to the Code of Ethics – Educational Profession (Chapter 6B-1).

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

6-16. SOLICITATION AND DISTRIBUTION

To avoid distractions, solicitation by the employee of another employee is prohibited while either employee is on work time. "Work time" is defined as the time the employee is engaged, or should be engaged, in performing their work tasks for PINECREST ACADEMY. Solicitation of any kind by non-employees on School premises is prohibited at all times.

Distribution of advertising material, handbills, printed or written literature of any kind in working areas of the School is prohibited at all times. Distribution of literature by non-employees on School premises is prohibited at all times.

6-17. CONFLICT OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which The School wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your principal or Human Resource Manager for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the Board of Directors. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either, the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of The School's business dealings. For the 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.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Principal or Human Resource Manager as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which The School does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving The School. You must have the approval of your Principal and Human Resource Manager prior to accepting a gift from any vendor, supplier, etc.

6-18. USE OF FACILITIES, EQUIPMENT AND PROPERTY, INCLUDING INTELLECTUAL PROPERTY

Equipment essential in accomplishing job duties is often expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards and guidelines.

Employees should notify their supervisor if any equipment, machines, or tools appear to be damaged, defective or in need of repair. Prompt reporting of loss, damages, defects and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Supervisors can answer any questions about the employees' responsibility for maintenance and care of equipment used on the job.

Employees also are prohibited from any unauthorized use of the School's intellectual property, such as audio and video tapes, print materials and software.

Improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in discipline, up to and including discharge.

Further, the School is not responsible for any damage to employees' personal belongings unless the employee's supervisor provided advance approval for the employee to bring the personal property to work.

6-19. HEALTH AND SAFETY

The health and safety of employees and others on School property are of critical concern to PINECREST ACADEMY. The School intends to comply with all health and safety laws applicable to our business. To this end, the School must rely upon employees to ensure that work areas are kept safe and free of hazardous conditions. Employees are required to be conscientious about workplace safety, including proper operating methods, and recognize dangerous conditions or hazards. Any unsafe conditions or potential hazards should be reported to management immediately, even if the problem appears to be corrected. Any suspicion of a concealed danger present on the School's premises, or in a product, facility, piece of equipment, process, or business practice for which the School is responsible should be brought to the attention of management immediately.

Periodically, the School may issue rules and guidelines governing workplace safety and health. The School may also issue rules and guidelines regarding the handling and disposal of hazardous substances and waste. All employees should familiarize themselves with these rules and guidelines as strict compliance will be expected.

Any workplace injury, accident, or illness must be reported to the employee's supervisor as soon as possible, regardless of the severity of the injury or accident.

6-20. "SAFETY IN PRIVATE SPACES ACT"

In accordance with the new FL law, student and employee restrooms are designated for exclusive use by males or females, as defined by FL statue 1000.071. This means a student and/or employees "sex" is defined by birth sex, not the gender in which the student or employee identify.

Any restrooms other than single stall restrooms are to be used by students and employees based on "sex" assigned at birth. Transgender students and employees must use single stall restrooms.

Employees who fail to use the appropriate restrooms will be subject to disciplinary action, up to and including a separation of employment.

6-21. HIRING RELATIVES/EMPLOYEE RELATIONSHIPS

A familial relationship among employees can create an actual or at least a potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, PINECREST ACADEMY may refuse to hire or place a relative in a position where the potential for favoritism or conflict exists.

In other cases, such as personal relationships where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or discharged from employment, at the discretion of the School. Accordingly, all parties to any type of intimate personal relationship must inform management.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The School generally will attempt to identify other available positions, but if no alternate position is available, the School retains the right to decide which employee will remain with the School.

For the 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.

6-22. 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.

If any staff member is aware of another staff member conducting inappropriate behavior with a student, he/she must report it to the Administration immediately.

6-23. EMPLOYEE DRESS AND PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image The School presents to visitors.

During business hours or when representing The School, you are expected to present a clean, neat, and tasteful appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. This is particularly true if your job involves dealing with customers or visitors in person.

6-24. PUBLICITY/STATEMENTS TO THE MEDIA

All media inquiries seeking the School's official position as to any issue of the School must be referred to the President. Only the President is authorized to make or approve public statements on behalf of the School. No employees, unless specifically designated by the President, are authorized to make those statements on behalf of the School. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the School must first obtain approval from the President.

6-25. OPERATION OF VEHICLES

All employees authorized to drive School-owned or leased vehicles or personal vehicles in conducting School business must possess a current, valid driver's license and an acceptable driving record. Any change in license status or driving record must be reported to management immediately.

Employees must have a valid driver's license in their possession while operating a vehicle off or on School property. It is the responsibility of every employee to drive safely and obey all traffic, vehicle safety, and parking laws or regulations. Drivers must demonstrate safe driving habits at all times.

School-owned or leased vehicles may be used only as authorized by management.

Portable Communication Device Use While Driving

Employees who drive on School business must abide by all state or local laws prohibiting or limiting portable communication device (PCD) use, including cell phones or personal digital assistants, while driving. Further, even if use is permitted, employees may choose to refrain from using any PCD while driving. "Use" includes, but is not limited to, talking or listening to another person or sending an electronic or text message via the PCD.

Regardless of the circumstances, including slow or stopped traffic, if any use is permitted while driving, employees should proceed to a safe location off the road and safely stop the vehicle before placing or accepting a call. If acceptance of a call is absolutely necessary while the employees are driving, and permitted by law, they must use a hands-free option and advise the caller that they are unable to speak at that time and will return the call shortly.

Under no circumstances should employees feel that they need to place themselves at risk to fulfill business needs.

Since this policy does not require any employee to use a PCD while driving, employees who are charged with traffic violations resulting from the use of their PCDs while driving will be solely responsible for all liabilities that result from such actions.

Texting and e-mailing while driving is prohibited in all circumstances.

6-26. BUSINESS EXPENSE REIMBURSEMENT

When approved, the actual costs of travel, meals, lodging, and other expenses directly related to accomplishing business travel objectives will be reimbursed by The School. Employees are expected to limit expenses to reasonable amounts. When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. You should review the form for accuracy of completion, since incomplete forms will only delay your reimbursement.

Employees should contact either their Principal or Human Resource Manager for guidance and assistance on procedures related to travel arrangements, expense reports, reimbursement for specific expenses, or any other business travel issues.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment. 5-27. Employee Discipline

This section is to help you understand what is expected of you with regard to proper behavior, performance, and personal conduct. The purpose of this policy is to state The School's position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. By complying with these standards you will help to maintain a positive, safe work environment for you and your colleagues.

To address those times when you have not lived up to positive standards, we may provide you with counseling, institute progressive discipline, or terminate your employment if your conduct warrants it. We have the discretion to decide whether counseling, progressive discipline or immediate termination is appropriate. The best disciplinary measure is the one that does not have to be enforced and comes from good leadership and fair supervision at all employment levels.

The School's own best interests lie in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment is based on mutual consent and both the employee and employer (s) have the right to terminate employment at will, with or without cause or advance notice, The School may use progressive discipline at its discretion.

Disciplinary action may call for any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment -- depending on the severity of the problem and the number of occurrences. There may be circumstances when one or more steps are bypassed.

Progressive discipline will be used when your supervisor and/or Human Resources feels it is appropriate.

The system of progressive discipline gives you notice of deficiencies in performance and an opportunity to improve. When misconduct occurs, progressive disciplinary action may include but is not limited to the following: counseling and/or verbal warning, written warning, suspension with or without pay, and/or termination.

Depending on the nature and severity of the misconduct as well as whether ithas previously occurred, your supervisor and/or Human Resources Professional may investigate youractions. An investigation is designed to obtain all pertinent facts and may include interviewing you and other witnesses, reviewing documents, etc. Your friends, relatives, attorneys or other third parties are not allowed to participate in internal investigations. Failure to cooperate with an internal investigation is grounds for disciplinary action up to and including discharge.

When the investigation is complete, your supervisor and/or an ADP TotalSource Human Resources professional will review the facts and the policies. At that point, ADP TotalSource and/or your supervisor will determine whether you should be disciplined up to and including termination.

The School recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

By using employee discipline, we hope that most employee problems can be corrected at an early stage, benefiting both the employee and The School.

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.

6-27. PROBLEM RESOLUTION

The School is committed to its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the school's supervisors and management.

The School strives to ensure fair treatment of all employees. Supervisors, managers, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

If employees disagree with established rules of conduct, policies, or practices, they can express their concern through the problem resolution procedure. No employee will be penalized, formally or informally, for voicing a complaint with the school in a reasonable, business-like manner, or for using the problem resolution procedure.

If a situation occurs when employees believe that a condition of employment or a decision affecting them is unjust or inequitable, they are encouraged to bring those issues to management's attention using the same procedure described in the Harassment policy.

1. Employee presents problem to immediate supervisor after an incident occurs. If a supervisor is unavailable or an employee believes it would be inappropriate to contact that person, the employee may present a problem to the Human Resource Department or any other member of management.

2. The supervisor responds to the problem during discussion or after consulting with appropriate management, when necessary. Supervisor documents discussion.
3. An employee presents a problem to the Human Resource Department if the problem is unresolved.
4. The Human Resource Department counsels and advises employees, assists in addressing problems in writing, visits employee manager(s), if necessary, and directs employees for review of problems.
5. Academica reviews and considers problems. Academica informs employees of the decision and forwards a copy of the written response to the Human Resource Department for the employee's file. The President has full authority to make any adjustment deemed appropriate to resolve the problem. Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can employees and management develop confidence in each other. This confidence is important to the operation of an efficient and harmonious work environment, and helps to ensure everyone's job security.

6-28. DUTIES OF THE TEACHER

1. The Teacher shall serve The School in her/his best capacity utilizing her/his best efforts.
2. The Teacher agrees to perform her/his duties with such powers, functions, and responsibilities as are usual and customary to the position, and as set forth by The School in the Employee Handbook.
3. The Teacher agrees to perform additional duties, as prescribed by the Principal.
4. Hours of employment will be determined by the Principal and approved by the Board of Directors of The School. School hours are subject to change, but will not exceed 8 hours per day. The Teacher will be notified if such change becomes necessary.
5. The Teacher agrees to follow the dress code prescribed by The School, and wear any designated uniform, as established in the Employee Handbook.
6. The Teacher agrees to assist in drop-off and pick-up duties at The School.
7. The Teacher agrees to refrain from using The School's name, for any purpose, without the express permission of the Board of Directors.

6-29. REPORTING REQUIREMENTS FOR TEACHERS

Staff will self-report to their school administrator the following, within 48 hours:

- Any arrest for a felony or misdemeanor offense listed under s.435.04(2). F.S. the report must be made within 48 hours of the arrest
- Any conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion program or entering of a plea of guilty or nolo contendere for any criminal offense other than a minor traffic violation within 48 hours after the final judgment or commitment to a pretrial diversion program.

The list of offenses can be found
here: https://www.leg.state.fl.us/Statutes/index.cfm?App_mode=Display_Statute&URL=0400-0499/0435/Secti

Offenses range from felony fraud, murder, aggravated assault, human trafficking, weapons on school

grounds, prostitution, felony voyeurism, threats to kill, etc.

Within 24 hours of the notification of a felony or certain misdemeanor offenses, staff will be removed from the classroom and/or school property.

6-30. LIFE THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. The School supports these endeavors as long as employees are able to meet acceptable performance standards.

Medical information on individual employees is treated confidentially. The School will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

6-31. RECYCLING

The School supports environmental awareness by encouraging recycling and waste management in its business practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles have been set up to promote the separation and collection of the following recyclable materials at The School:

- Paper
- Corrugated cardboard
- Brown paper bags
- Printer cartridges

The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

The School encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- Turn on alarm when leaving the building at night
- Turn down heat / AC when leaving the building at night
- Communication through computer networks with e-mail
- Posting memos for all employees
- Two-sided photocopying
- Routing slips for reports
- Turning off lights when not in use

Whenever possible, employees of The School are encouraged to purchase products for the workplace that contain recycled or easily recyclable materials. Buying recycled products supports recycling and increases the markets for recyclable materials.

By recycling, The School is helping to solve trash disposal and control problems facing all of us today.

6-32. REFERENCES

PINECREST ACADEMY will respond to reference requests through the Human Resources Department. The School will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department.

Only the Human Resources Department may provide references.

6-33. IF YOU MUST LEAVE US

Should you decide to leave The School, we ask that you provide your Supervisor with 30 days advance notice of your departure. Your thoughtfulness will be appreciated.

All School property including, but not limited to, keys, security cards, parking passes, laptop computers, fax machines, uniforms, etc. must be returned at separation. Employees also must return all of The School's Confidential Information upon separation. To the extent permitted by law, employees will be required to repay The School (through payroll deduction, if lawful) for any lost or damaged School property.

Individuals who are not returning for the following school year (regardless of whether it was the employee's decision to resign or whether The School did not extend an invitation to return) will have their active benefits terminated on the last day of the month in which they last worked.· Refer to the Benefits Continuation (COBRA) policy for more information.

As noted previously, all employees are employed at-will and nothing in this handbook changes that status.

6-34. EXIT INTERVIEWS

Employees who resign are requested to participate in an exit interview with the Human Resources Representative, if possible.

6-35. A FEW CLOSING WORDS

This handbook is intended to give employees a broad summary of things they should know about PINECREST ACADEMY. The information in this handbook is general in nature and, should questions arise, any member of management should be consulted for complete details. While we intend to continue the policies, rules and benefits described in this handbook, PINECREST ACADEMY, in its sole discretion, may always amend, add to, delete from or modify the provisions of this handbook and/or change its interpretation of any provision set forth in this handbook. Employees should not hesitate to speak to management if they have any questions about the

School or its personnel policies and practices.

General Handbook Acknowledgment

This Employee Handbook is an important document intended to help employees become acquainted with PINECREST ACADEMY. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the School's operations may change, the contents of this Handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and sign below to indicate your receipt and acknowledgment of this Handbook.

I have received and read a copy of PINECREST ACADEMY's Employees Handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the School at any time.

I further understand that my employment is terminable at will, either by myself or the School, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.

I understand that no representative of PINECREST ACADEMY other than the Head of Human Resources may alter "at will" status and any such modification must be in a signed writing.

I understand that my signature below indicates that I have read and understand the above statements and that I have received a copy of the School's Employee Handbook.

Employee's Printed Name: _____

Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this acknowledgment should be given to management - it will be filed in your personnel file.

Receipt Of Non-Harassment Policy

It is PINECREST ACADEMY's policy to prohibit intentional and unintentional harassment of or against job applicants, contractors, interns, volunteers, or employees by another employee, supervisor, vendor, customer, or any third party on the basis of actual or perceived race, color, creed, religion, national origin, ancestry, citizenship status, age, sex or gender (including pregnancy, childbirth, and pregnancy-related conditions), gender identity or expression (including transgender status), sexual orientation, marital status, military service and veteran status, physical or mental disability, genetic information ,or any other characteristic protected by applicable federal, state, or local laws (referred to as "protected characteristics"). Such conduct will not be tolerated by PINECREST ACADEMY.

The purpose of this policy is not to regulate any employee's personal morality, but to ensure that no one harasses another individual in the workplace, including while on School premises, while on School business (whether or not on School premises) or while representing the School. In addition to being a violation of this policy, harassment or retaliation based on any protected characteristic as defined by applicable federal, state, or local laws also is unlawful. For example, sexual harassment and retaliation against an individual because the individual filed a complaint of sexual harassment or because an individual aided, assisted, or testified in an investigation or proceeding involving a complaint of sexual harassment as defined by applicable federal, state, or local laws are unlawful.

Harassment Defined

Harassment generally is defined in this policy as unwelcome verbal, visual, or physical conduct that denigrates or shows hostility or aversion towards an individual because of any actual or perceived protected characteristic or has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Harassment can be verbal (including slurs, jokes, insults, epithets, gestures, or teasing), visual (including offensive posters, symbols, cartoons, drawings, computer displays, text messages, social media posts, or e-mails), or physical conduct (including physically threatening another, blocking someone's way, etc.). Such conduct violates this policy, even if it does not rise to the level of a violation of applicable federal, state, or local laws. Because it is difficult to define unlawful harassment, employees are expected to behave at all times in a manner consistent with the intended purpose of this policy.

Sexual Harassment Defined

Sexual harassment can include all the above actions, as well as other unwelcome conduct, such as unwelcome or unsolicited sexual advances, requests for sexual favors, conversations regarding sexual activities and other verbal, visual, or physical conduct of a sexual nature when:

- Submission to that conduct or those advances or requests is made either explicitly or implicitly a term or condition of an individual's employment; or
- Submission to or rejection of the conduct or advances or requests by an individual is used as the basis for employment decisions affecting the individual; or
- The conduct or advances or requests have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Examples of conduct that violate this policy include:

1. Unwelcome flirtations, leering, whistling, touching, pinching, assault, or blocking normal movement;
2. Requests for sexual favors or demands for sexual favors in exchange for favorable treatment;
3. Obscene or vulgar gestures, posters, or comments;
4. Sexual jokes or comments about a person's body, sexual prowess, or sexual deficiencies;
5. Propositions or suggestive or insulting comments of a sexual nature;
6. Derogatory cartoons, posters, and drawings;
7. Sexually explicit e-mails, text messages, or voicemails;
8. Uninvited touching of a sexual nature;
9. Unwelcome sexually related comments;
10. Conversation about a person's own or someone else's sex life;
11. Conduct or comments consistently targeted at a single gender, even if the content is not sexual; and
12. Teasing or other conduct directed toward a person because of the person's gender.

Reporting Procedures

If the employee has been subjected to or witnessed conduct which violates this policy, the employee should immediately report the matter to the Employee's Supervisor. If the employee is unable for any reason to contact this person or if the employee has not received an initial response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact the Head of Human Resources. If the person toward whom the complaint is directed is one of the individuals indicated above, the employee should contact any higher-level manager in the reporting hierarchy.

Investigation Procedures

Every report of perceived harassment will be fully investigated, and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. All employees must cooperate with all investigations conducted pursuant to this policy.

Retaliation Prohibited

In addition, the School will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If the employee has been subjected to any such retaliation, the employee should report it in the same manner in which the employee would report a claim of perceived harassment under this policy.

Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including termination.

I have read and I understand PINECREST ACADEMY's Non-Harassment Policy. Employee's Printed Name: _____
Employee's Signature: _____

Position: _____

Date: _____

The signed original copy of this receipt should be given to management - it will be filed in your personnel file.