

**Teacher and Staff Handbook - Alabama**

Freedom Preparatory Academy Charter Schools



Alabama

Last Updated on Jan 2024

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I acknowledge that I have received a copy of the **Freedom Preparatory Academy Charter Schools** Employee Handbook (“Handbook”). I understand that I am responsible for reading and abiding by all policies and procedures in this Handbook, as well as all other policies and procedures of FREEDOM PREP.

I also understand that the purpose of this Handbook is to inform me of FREEDOM PREP's policies and procedures, and that it is not a contract of employment. Nothing in this Handbook provides any entitlement to me or to any School employee, nor is it intended to create contractual obligations of any kind.

I understand that FREEDOM PREP has the right to change any provision of this Handbook at any time and that I will be bound by any such changes. I expressly agree to the provisions in the Dispute Resolution section of the Handbook, in which I have agreed to use alternative dispute resolution, in lieu of litigation, as the sole means of resolving any dispute that may arise between FREEDOM PREP and me, subject to FREEDOM PREP’s right to seek injunctive relief. I agree to first seek to mediate any dispute with FREEDOM PREP with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, I agree to submit the dispute to arbitration. I understand that by agreeing to arbitration I waive any right I may have to sue or seek a jury trial. The decision of the arbitrator will be final and binding.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Full Name (please print)

Please sign and date one copy of this acknowledgement and return it to the Human Resources. Retain a second copy for your reference.

## **Welcome**

Please read and become familiar with the FREEDOM PREPARATORY ACADEMY CHARTER SCHOOLS (FREEDOM PREP) Mission and Vision statements. The principles and practices should guide your work and teaching philosophies. Our success is guaranteed when the faculty and staff share the mission and work toward it daily.

## **Mission Statement**

FREEDOM PREPARATORY ACADEMY CHARTER SCHOOLS prepare all students in grades Pre-K–12 to excel in college and in life.

## **Vision Statement**

Freedom Prep will transform education for students of color across the South.

- We will prove what's possible.
- We will inspire broader change.
- We will carry the torch of the civil rights movement and help to realize its dream.

## **Our Core Values**

All students in elementary school, middle school and high school deserve a high-quality public education that prepares them for the demands of college and the professional world. A strong foundation in character development is essential to complete students' well-rounded education. This character education includes understanding and demonstrating our Core Values of: Respect, Responsibility, Integrity, Community and Excellence. These core values govern ALL our interactions among students, staff, parents and community partners.

**Respect.** At Freedom Prep we show respect to others, our teammates, and our community. We are considerate of others feelings.

**Responsibility.** We take responsibility for our work and our actions. We persevere and use self-control. **Integrity.**

At Freedom Preparatory Academy, we stand up for what we believe in. We also do not lie, cheat, or steal.

**Community.** Freedom Preparatory Academy strives to develop and sustain a strong and connected community. Our community includes our students, parents, and faculty/staff. We also recognize our role in our respective communities and how we can address injustices or wrongs.

**Excellence.** Freedom Prep has clearly defined and measurable high expectations for academic achievement and conduct that make no excuses based on the background of students. Students, parents, teachers, and staff create and reinforce a culture of achievement and support, through a range of formal and informal rewards and consequences for academic performance and behavior.

**Governance.** One of the key differences between public charter schools and regular public schools is that we are governed by our own Board of Directors, rather than directly by the Shelby County School Board. (We also have accountability to Shelby County Schools, as they are the grantors of our public charter.) Our board reviews and votes on all major decisions, especially those financial in nature, and our Founder and CEO reports directly to the Board of Director

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**Expectations for Employees**

The success of FREEDOM PREP depends upon the quality of the relationships between FREEDOM PREP, its employees, students, parents and the general public. The public impression of FREEDOM PREP and its interest in FREEDOM PREP will be formed by FREEDOM PREP employees. FREEDOM PREP employees are ambassadors.

FREEDOM PREP depends on employees to create the type of work environment that promotes student achievement. Each individual is expected to do his or her best work every day. Additionally, everyone is required to respect and work cooperatively with FREEDOM PREP's leadership team.

As an established charter school, FREEDOM PREP has built a reputation based upon the people who are employed here and the students we service. All employees are expected to help build a strong, positive reputation in their work at school and attitudes outside of school.



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**Introduction**

This Employee Handbook (“Handbook”) is a compilation of personnel policies, practices and procedures currently in effect at FREEDOM PREPARATORY ACADEMY CHARTER SCHOOLS (“School”). The Handbook is designed to introduce you to our School, familiarize you with School policies, provide general guidelines on work rules, benefits and other issues related to your employment, and help answer many of the questions that may arise in connection with your employment.

This Handbook is not a contract of employment, and does not create a contract of employment. FREEDOM PREP CHARTER SCHOOLS generally does not offer individual employees formal employment contracts with FREEDOM PREP. The Chief Executive Officer is the only party that may enter into an agreement to the contrary. In order to be valid, any such agreement must be made in writing and signed by the Chief Executive Officer.

This Handbook does not create a contract, express or implied, guaranteeing you any specific term of employment, nor does it obligate you to continue your employment for a specific period of time. The purpose of the Handbook is simply to provide you with a convenient explanation of present policies and practices at FREEDOM PREP. This Handbook is an overview or a guideline. It cannot cover every matter that might arise in the workplace. For this reason, specific questions regarding the applicability of a particular policy or practice should be addressed to Human Resources.

FREEDOM PREP reserves the right to modify any of our policies and procedures, including those covered in this Handbook, at any time. We will seek to notify you of such changes by email and other appropriate means. However, such a notice is not required for changes to be effective.

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**Work general policies**

### **Employee Standards of Conduct**

Freedom Preparatory Academy Schools is a wonderful environment in which to grow as a professional, interact with talented and caring colleagues, and find meaningful purpose in your work. No matter what the focus of our individual jobs, we are all here for one purpose: student learning.

It is important that our schools be a safe and supportive workplace.

Listed below are behaviors we **expect** and **require** from FREEDOM PREP employees.

- Recognize and respect the rights of students, parents, other employees, and community members.
- Communicate pleasantly and respectfully with other employees at all times.
- Communicate with the parents of students regularly.
- Maintain confidentiality in all matters related to students and colleagues.
- Report to work in accordance with the assigned schedule.
- Notify our supervisor as early as possible if we must be absent or late.
- Comply with our supervisor's expectations when reporting absences. We recognize that unauthorized absences, chronic absenteeism, tardiness, and failure to follow reporting procedures may result in disciplinary action.
- Comply with department/School policies and procedures.
- Express concerns and complaints through appropriate channels to find the best resolution.
- Observe safety rules and immediately report unsafe conditions or injuries to a supervisor.
- Make the best use of our resources by using Freedom Prep time, funds, and property only for authorized business and activities.
- Respond to email and voicemail within 24 hours Monday-Friday.
- Follow the core values daily.

The following are offenses for which any incidents of **misconduct** will result in resignations, suspensions, or terminations:

- Conviction of a felony;
- Freedom Prep finding that educator substantiated a perpetrator of child abuse, severe child abuse, child sexual abuse or child neglect;
- Conviction of possession of illegal drugs;
- Being on school premises, at a school-related activity involving students, or on official school business, while possessing, consuming or under the influence of alcohol or illegal drugs;
- Falsification or altering of a license or documentation required for licensure;
- Denial, suspension or revocation of a license or certificate in another jurisdiction for reasons which would justify denial, suspension or revocation under State Board Rules;
- Negligence in the commission of duties as an educator that result in harm to student;
- Inappropriate communication with a student that is non-explicit;
- Inappropriate communication with a student that is explicit;
- Inappropriate use of school property;
- Inappropriate physical contact with a student that does not result in harm;
- Inappropriate physical contact with a student that does result in harm;
- Non-compliance with security guidelines for Tennessee Comprehensive Assessment Program or successor test; or ● Other good cause. Conduct that calls into question the fitness of an educator to hold a license including, but not limited to, violation of any provision in the Teacher Code

## **Alabama Educator Code of Ethics**

### **Introduction**

The primary goal of every educator in the state of Alabama must, at all times, be to provide an environment in which all students

can learn. In order to accomplish that goal, educators must value the worth and dignity of every person, must have a devotion to excellence in all matters, must actively support the pursuit of knowledge, and must fully participate in the nurturance of a democratic citizenry. To do so requires an adherence to a high ethical standard.

The Alabama Educator Code of Ethics defines the professional behavior of educators in Alabama and serves as a guide to ethical conduct. The code protects the health, safety and general welfare of students and educators; outlines objective standards of conduct for professional educators; and clearly defines actions of an unethical nature for which disciplinary sanctions are justified.

## **Code of Ethics Standards**

1. *Standard 1: Professional Conduct*
2. *An educator should demonstrate conduct that follows generally recognized professional standards.*
3. Ethical conduct includes, but is not limited to, the following:
4. Encouraging and supporting colleagues in the development and maintenance of high standards.
5. Respecting fellow educators and participating in the development of a professional and supportive teaching environment.
6. Engaging in a variety of individual and collaborative learning experiences essential to developing professionally in order to promote student learning.
7. Unethical conduct is any conduct that impairs the certificate holder's ability to function in his or her employment position or a pattern of behavior that is detrimental to the health, welfare, discipline, or morals of students.  
Unethical conduct includes, but is not limited to, the following:
8. Harassment of colleagues.
9. Misuse or mismanagement of tests or test materials.
10. Inappropriate language on school grounds.
11. Physical altercations.
12. Failure to provide appropriate supervision of students.
13. *Standard 2: Trustworthiness*
14. An educator should exemplify honesty and integrity in the course of professional practice.
15. Ethical conduct includes, but is not limited to, the following:
16. Properly representing facts concerning an educational matter in direct or indirect public expression.
17. Advocating for fair and equitable opportunities for all children.
18. Embodying for students the characteristics of intellectual honesty, diplomacy, tact, and fairness.
19. Unethical conduct includes, but is not limited to, the following:
20. Falsifying, misrepresenting, omitting, or erroneously reporting professional qualifications, criminal record, or employment history when applying for employment or certification.
21. Falsifying, misrepresenting, omitting, or erroneously reporting information submitted to federal, state, and/or other governmental agencies.
22. Falsifying, misrepresenting, omitting, or erroneously reporting information regarding the evaluation of students and/or personnel.
23. Falsifying, misrepresenting, omitting, or erroneously reporting reasons for absences or leaves.
24. Falsifying, misrepresenting, omitting, or erroneously reporting information submitted in the course of an official inquiry or investigation.

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25. *Standard 3: Unlawful Acts*
26. *An educator should abide by federal, state, and local laws and statutes.*
27. Unethical conduct includes, but is not limited to, the commission or conviction of a felony or of any crime involving moral turpitude. As used herein, conviction includes a finding or verdict of guilty, or a plea of *nolo contendere*,

regardless of whether an appeal of the conviction has been sought or a situation where first offender treatment without adjudication of guilt pursuant to the charge was granted.

28. *Standard 4: Teacher/Student Relationship*

29. *An educator should always maintain a professional relationship with all students, both in and outside the classroom.* 30. Ethical conduct includes, but is not limited to, the following:

31. Fulfilling the roles of trusted confidante, mentor, and advocate for students' growth.

32. Nurturing the intellectual, physical, emotional, social, and civic potential of all students.

33. Providing an environment that does not needlessly expose students to unnecessary embarrassment or disparagement.

34. Creating, supporting, and maintaining a challenging learning environment for all students.

35. Unethical conduct includes, but is not limited to, the following:

36. Committing any act of child abuse, including physical or verbal abuse.

37. Committing any act of cruelty to children or any act of child endangerment.

38. Committing or soliciting any unlawful sexual act.

39. Engaging in harassing behavior on the basis of race, gender, national origin, religion, or disability.

40. Soliciting, encouraging, or consummating an inappropriate written, verbal, or physical relationship with a student.

41. Furnishing tobacco, alcohol, or illegal/unauthorized drugs to any student or allowing a student to consume alcohol or illegal/unauthorized drugs.

42. *Standard 5: Alcohol, Drug and Tobacco Use or Possession*

43. *An educator should refrain from the use of alcohol and/or tobacco during the course of professional practice and should never use illegal or unauthorized drugs.*

44. Ethical conduct includes, but is not limited to, the following:

45. Factually representing the dangers of alcohol, tobacco and illegal drug use and abuse to students during the course of professional practice.

46. Unethical conduct includes, but is not limited to, the following:

47. Being under the influence of, possessing, using, or consuming illegal or unauthorized drugs.

48. Being on school premises or at a school-related activity involving students while documented as being under the influence of, possessing, or consuming alcoholic beverages or using tobacco. A school-related activity includes, but is not limited to, any activity that is sponsored by a school or a school system or any activity designed to enhance the school curriculum such as club trips, etc., where students are involved.

49. *Standard 6: Public Funds and Property*

50. An educator entrusted with public funds and property should honor that trust with a high level of honesty, accuracy, and responsibility.

51. Ethical conduct includes, but is not limited to, the following:

52. Maximizing the positive effect of school funds through judicious use of said funds.

53. Modeling for students and colleagues the responsible use of public property.

54. Unethical conduct includes, but is not limited to, the following:

55. Misusing public or school-related funds.

56. Failing to account for funds collected from students or parents.

57. Submitting fraudulent requests for reimbursement of expenses or for pay.

58. Co-mingling public or school-related funds with personal funds or checking accounts.

59. Using school property without the approval of the local board of education/governing body.

60. *Standard 7: Remunerative Conduct*

61. An educator should maintain integrity with students, colleagues, parents, patrons, or businesses when accepting gifts, gratuities, favors, and additional compensation.

63. Insuring that institutional privileges are not used for personal gain.
64. Insuring that school policies or procedures are not impacted by gifts or gratuities from any person or organization.
65. Unethical conduct includes, but is not limited to, the following:
66. Soliciting students or parents of students to purchase equipment, supplies, or services from the educator or to participate in activities that financially benefit the educator unless approved by the local governing body.
67. Accepting gifts from vendors or potential vendors for personal use or gain where there appears to be a conflict of interest.
68. Tutoring students assigned to the educator for remuneration unless approved by the local board of education.
69. **Standard 8: Maintenance of Confidentiality**
70. An educator should comply with state and federal laws and local school board policies relating to confidentiality of student and personnel records, standardized test material, and other information covered by confidentiality agreements.
71. Ethical conduct includes, but is not limited to, the following:
72. Keeping in confidence information about students that has been obtained in the course of professional service unless disclosure serves professional purposes or is required by law.
73. Maintaining diligently the security of standardized test supplies and resources.
74. Unethical conduct includes, but is not limited to, the following:
75. Sharing confidential information concerning student academic and disciplinary records, health and medical information, family status/income, and assessment/testing results unless disclosure is required or permitted by law.
76. Violating confidentiality agreements related to standardized testing including copying or teaching identified test items, publishing or distributing test items or answers, discussing test items, and violating local school system or state directions for the use of tests or test items.
77. Violating other confidentiality agreements required by state or local policy.
78. **Standard 9: Abandonment of Contract**
79. *An educator should fulfill all of the terms and obligations detailed in the contract with the local board of education or educational agency for the duration of the contract.*
80. Unethical conduct includes, but is not limited to, the following:
81. Abandoning the contract for professional services without prior release from the contract by the employer;
82. Refusing to perform services required by the contract.

## **Reporting**

1. Educators are required to report a breach of one or more of the Standards in the Alabama Educator Code of Ethics as soon as possible, but no later than sixty(60) days from the date the educator became aware of the alleged breach, unless the law or local procedures require reporting sooner. Educators should be aware of their local school board policies and procedures and/or chain of command for reporting unethical conduct. Complaints filed with the local or state school boards, or with the State Department of Education Teacher Certification Section, must be filed in writing and must include the original signature of the complainant.
2. Alabama Administrative Code 290-3-2-.05
  - a. (1)-5-c Each Superintendent shall submit to the State Superintendent of Education within ten calendar days of the decision, the name and social security number of each employee holding an Alabama certificate or license who is terminated, or nonrenewed, resigns, or is placed on administrative leave for cause, and shall indicate the reason for such action.

### **Disciplinary Action**

3. Disciplinary action shall be defined as the issuance of a reprimand or warning, or the suspension, revocation, or denial of certificates. “Certificate” refers to any teaching, service, or leadership certificate issued by the authority of the Alabama State Department of Education.
4. Alabama Administrative Code 290-3-2-.05
5. Authority of the State Superintendent of Education
  - a. The Superintendent shall have the authority under existing legal standards to:
    - i. Revoke any certificate held by a person who has been proven guilty of immoral conduct or unbecoming or indecent behavior in Alabama or any other state or nation in accordance with Ala. Code §16-23-5 (1975).
    - ii. Refuse to issue a certificate to an applicant whose certificate has been subject to adverse action by another state until after the adverse action has been resolved by that state.
    - iii. Suspend or revoke an individual’s certificate issued by the Superintendent when a certificate or license issued by another state is subject to adverse action.
    - iv. Refuse to issue, suspend, or recall a certificate for just cause.
6. Any of the following grounds shall also be considered cause for disciplinary action:
  7. Unethical conduct as outlined in the Alabama Educator Code of Ethics, Standards 1-9.
  8. Order from a court of competent jurisdiction.
  9. Violation of any other laws or rules applicable to the profession.
  10. Any other good and sufficient cause.
  11. An individual whose certificate has been revoked, denied, or suspended may not be employed as an educator, paraprofessional, aide, or substitute teacher during the period of his or her revocation, suspension, or denial.

### **Alabama Labor & Employment Law**

#### **At Will Employment**

Alabama is an at-will-employment state. FREEDOM PREP or employee may end the employment relationship at any time and for any reason.

There are three exceptions to employment at will under Alabama state law: whistleblower protection, anti-discrimination laws, and anti-retaliation laws. Federal whistleblower protection, anti-discrimination, and anti-retaliation laws may otherwise apply.

1. **Whistleblower** - Ala. Code § 36-25-24, which only applies to government employees and not private employers, states that supervisors cannot discharge an employee for reporting a violation of any law.
2. **Discrimination** - Ala. Code § 25-1-21 no employer shall discriminate against a worker 40 years of age or older on the basis of age.
3. **Retaliation** - Ala. Code § 25-5-11.1 states that an employee shall not be terminated solely because the employee has maintained an action against the employer for workers’ compensation benefits or solely because the employee has filed a written notice of violation of a safety rule pursuant to Ala. Code. § 25-5-11(c)(4).

#### **Immigration Verification**

FREEDOM PREP participates in E-Verify and will not knowingly employ, hire, or continue to employ an “unauthorized alien” to work in Alabama. “Continue to employ” means to employ the “unauthorized alien” knowing that the person is or has become not authorized to work, regardless of whether the employed knew of the individual’s unauthorized status at the time of employment. Further, FREEDOM PREP will use the federal E-Verify system to verify the legal presence of their employees.

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**Drug Testing**

Alabama has an optional drug-free workplace program that rewards employers for participating by providing a five percent premium discount under the employer's workers' compensation insurance policy. Ala. Code § 25-5-330; Ala. Code § 25-5-332. The participating business must also follow the requirements set forth in Ala. Code § 25-5-333, which includes a mandatory drug test for potential employees upon extending an offer of employment, reasonable suspicion testing, and follow-up testing in the case of a positive test result. Ala. Code § 25-5-335. The program requires that all results remain confidential. Ala. Code § 25-5-339.

**Jury Duty Leave**

Upon receiving a summons for jury duty, an employee, on the next day they are engaged in their employment, shall show the jury summons to their supervisor and will be excused from employment for the day(s) required of them serving as a juror. FREEDOM PREP will not require or request an employee to use annual, vacation, or sick leave for time spent responding to a summons for jury duty. In addition, any full-time employee will be entitled to their usual compensation despite the excused absence. Ala. Code § 12-16-8. FREEDOM PREP will not discharge an employee solely because they serve on a jury so long as that employee reports for work on their next regularly scheduled hour after being dismissed.

**Voting Leave**

Employees, with reasonable notice, shall be permitted to take the necessary time to vote so long as it does not exceed one hour. However, if the employee's work hours start at least two hours after the opening of the polls or end at least one hour prior to the closing of the polls, then time off for voting need not be available. Employers may specify the hours during which an employee may leave to vote. Ala. Code § 17-1-5.

**Election Official Leave**

Employees appointed as election officials under Ala. Code § 17-8-1 may take leave from work to perform election official duties as required and on election day. Ala. Code § 17-8-13(a).

**Volunteer Firefighter or Emergency Medical Service Provider Leave**

Employees who are volunteer firefighters or emergency medical service providers may take leave to respond to an emergency call prior to the time the employee is due to report to work. Time lost may be charged against the employee for missing work. Ala. Code § 36-21-160.

**Military Leave**

An employee who is an active member of the Alabama National Guard, the Naval Militia, the Alabama State Guard, the Civil Air Patrol, the National Disaster Medical System, or any other reserve component of the armed services may take leave to engage in field or coast defense or other training. Ala. Code § 31-2-13(a).

**Leave for Crime Victims**

An employee who has been a victim of crime may take leave to respond to a subpoena to testify in a criminal proceeding or to participate in the reasonable preparation of a criminal proceeding. Ala. Code § 15-23-81.

**Parental Leave**

Under Alabama's unpaid family leave law, "eligible employee" and "FREEDOM PREP" are defined in the same way as in the FMLA. Like the FMLA, covered employers must provide 12 weeks of unpaid family leave to eligible employees for the birth and care of a child born to the employee during the first year of the child's birth, or for the care of a child placed with the employee in connection with adoption within one year of the placement of the child with the employee. An employer who



provides paid leave to an employee for the birth and care of a child must also provide the lesser of either equivalent paid leave or two weeks' paid leave to an employee for the care of a child placed with the employee in connection with adoption during the first year after the placement of the child with the employee. Ala. Code § 25-1-61.

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**Break Time to Express Milk**

According to Ala. Code § 22-1-13, a mother may breastfeed her child in any location, public or private, where the mother is otherwise authorized to be present. While Alabama does not have a state law protecting an employee's right to breastfeed or express milk in the workplace, Alabama employers may still be covered by the requirements of the federal PUMP Act.

**Meal Breaks**

The State of Alabama has no law regulating meal breaks or rest periods for adults.

**Minimum Wage, Overtime, and Wage Recordkeeping**

Alabama has not adopted a state minimum wage law or an overtime law for adults. As a result, employers subject to the FLSA must pay the federal minimum wage of \$7.25 per hour. Similarly, employers subject to the FLSA must comply with FLSA overtime requirements. Under the FLSA, covered employees must receive overtime pay for hours worked more than 40 in a work week and at a rate of not less than one and one-half times their regular rate of pay.

**Final Payments**

Alabama does not have state laws regarding final payments of wages.

**Equal Employment Opportunity Policy**

FREEDOM PREP is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state or local laws. Our policy reflects and affirms FREEDOM PREP's commitment to the principles of fair employment and the elimination of all discriminatory practices. Details of our equal employment opportunity policies are further explained in Anti-Discrimination & Harassment.

**Collection of Information**

In the course of conducting our business and complying with federal, state, and local government regulations governing such matters as employment, tax, insurance, etc., we must collect Personal Information from you. The nature of the information collected varies somewhat for each employee, depending on your employment responsibilities, the location of the facility where you work, and other factors. We collect Personal Information from you solely for business purposes, including those related directly to your employment with FREEDOM PREP, and those required by governmental agencies.

**Employee Privacy Policy**

In this age of the Internet where privacy has become an increasing concern, we take your privacy very seriously. The privacy and security of your personal data ("Personal Information") which we collect from you is important to us. It is equally important that you understand how we handle this data. FREEDOM PREP will not knowingly collect or use Personal Information in any manner not consistent with this policy, as it may be amended from time to time, and applicable laws.

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**Use of the Information Collected**

The primary purposes for collection, storage and/or use of your Personal Information include, but are not limited to:

- **Human Resources Management.** We collect, store, analyze, and share (internally) Personal Information in order to attract, retain, and motivate a highly qualified workforce. This includes recruiting, compensation planning, succession planning, reorganization needs, performance assessment, training, employee benefit administration, compliance with applicable legal requirements, and communication with employees and/or their representatives.
- **Business Processes and Management.** Personal Information is used to run our business operations including, for example, scheduling work assignments, managing School assets, reporting and/or releasing public data (e.g., annual reports, etc.); and populating employee directories. Information may also be used to comply with government regulation.
- **Safety and Security Management.** We use such Personal Information as appropriate to ensure the safety and protection of employees, assets, resources, and communities.
- **Communication and Identification.** We use your Personal Information to identify you and to communicate with you.

**Limited Disclosure**

FREEDOM PREP acts to protect your Personal Information and ensure that unauthorized individuals do not have access to such information by using security measures to protect Personal Information. We will not knowingly disclose, sell, or otherwise distribute your Personal Information to any third party without your knowledge and, where appropriate, your express written permission, except where disclosure is reasonably necessary to comply with the law.

**Security of Personal Information**

We employ reasonable security measures and technologies, such as password protection, encryption, physical locks, etc., to protect the confidentiality of your Personal Information. Only authorized employees have access to Personal Information. If you are an employee with such authorization it is imperative that you take the appropriate safeguards to protect such information. Paper and other hard copy containing Personal Information (or any other confidential information) should be secured in a locked location when not in use. Computers and other access points should be secured when not in use by logging out or locking. Passwords and user IDs should be guarded and not shared. When no longer necessary for business purposes, paper and hard copies should be immediately destroyed using paper shredders or similar devices. Do not leave copies in unsecured locations waiting to be shredded or otherwise destroyed. Do not make or distribute unauthorized copies of documents or other tangible mediums containing Personal Information. Electronic files containing Personal Information should only be stored on secure computers and not copied or otherwise shared with unauthorized individuals within or outside of FREEDOM PREP.

FREEDOM PREP will make reasonable efforts to secure Personal Information stored or transmitted electronically from hackers or other persons who are not authorized to access such information.

Any violation or potential violation of this policy should be reported to your immediate supervisor, designated manager, or Human Resources. The failure by any employee to follow these privacy policies may result in discipline up to and including discharge of the employee. Any questions or suggestions regarding this policy may also be directed to your immediate supervisor, designated manager, or Human Resources.

## **Employment Classifications Policy**

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Positions are classified as either exempt or non-exempt according to criteria set forth in the Federal Fair Labor Standards Act and applicable state laws. A position's status is determined in conformance with these laws based on job duties and responsibilities.

### **Instructional Employee**

An employee whose employment requires a valid professional license or certification issued by the Tennessee or Alabama Department of Education.

### **Non-Instructional and/or Network Office Employee**

An employee whose employment does not require certification in accordance with the rules and regulations of the Tennessee or Alabama Department of Education.

### **Exempt Employees**

An employee who is not covered by the minimum wage and timecard provisions of the Fair Labor Standards Act (Wage-Hour Law) and who is paid on a fixed salary basis.

### **Non-Exempt Employees**

An employee who is covered by the minimum wage, overtime and timecard provisions of the Fair Labor Standards Act (Wage Hour Law).

### **Full-Time Employees**

Full-time employees are those who are regularly scheduled to work 40 hours or more per week that are not hired on a temporary basis. They are eligible for FREEDOM PREP'S benefits.

### **Part-Time Employees**

Part-time employees are those who are regularly scheduled to work less than 40 hours per week that are not hired on a temporary basis and are generally not eligible for FREEDOM PREP benefits, except as required by law.

### **Temporary Employees**

Temporary employees are hired for an interim period of time and are not eligible for FREEDOM PREP paid benefits, except as required by law. Consultants are independent contractors who work under a consultancy agreement and have no employee status. They are not eligible for benefits.

## **Substitute Employee**

An employee who works on a call-in basis to fill in for an employee who is out on a day- to-day or short-term basis, or until a permanent employee can be secured.

If your status changes from temporary to part-time or full-time, you are considered hired on the date you become a full-time or part-time employee for purposes of calculating eligibility for benefits that require a minimum term of employment.

## **Interim**

An employee appointed to a vacancy while the selection process takes place or to fill in for an employee on leave.

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### **Change in Job Status**

**Promotion** - Movement to a position assigned to a higher salary grade.

**Lateral Transfer** - Movement to a position within the same salary grade of an employee's current salary grade. **Reassignments** - Movement to a different position in the same role or salary grade.

**Reclassification** - Substantial changes in the primary duties and responsibilities of a job due to changes in the organization (more than 25% of the primary duties and responsibilities).

**Demotions** - Movement to a position within a lower salary grade of an employee's current salary

grade. **Dress Code and Public Image Policy**

As an employee of FREEDOM PREP, we expect you to present a clean and professional appearance when you represent us, whether you are in or outside of FREEDOM PREP. You are, therefore, required to dress in appropriate professional attire. Part of FREEDOM PREP's culture is to show parents, students and the larger community that the work we do during the school day is important and that the employees who do this work are professional.

Professional dress shows that you take pride in yourself and your work and instills confidence in those you interact with, about your competence. Therefore, FREEDOM PREP requests that staff members dress professionally when instructing students and on parent-teacher conference days. Staff should not wear clothing that is distracting to students.

In the event that this policy is not followed appropriately, the Head of School will have authority to send the employee home to change clothes. If this occurs, the employee could be docked for time spent in transit.

### **Appropriate Attire:**

Male Faculty & Staff - Collared shirt with necktie, slacks and non-athletic shoes. T-Shirts only on FPA Wednesdays and College Shirt Fridays.

Female Faculty & Staff - Dresses and skirts of modest length, business appropriate slacks. T-Shirts only on FPA Wednesdays and College Shirt Fridays. Female teachers may wear sandals and open toe shoes.

### **Inappropriate Attire:**

Shorts, tank tops, graphic tee shirts, yoga pants or leggings worn as bottoms, and mini-skirts. Sneakers and flip flops are inappropriate forms of dress during normal business hours. With the exception of college t-shirts on Fridays. Blue jeans are only permitted when authorized by the Head of School or Supervisor.

It is the intent of this policy to comply with applicable state, local and federal laws prohibiting discrimination on the basis of color, race, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information and any other status protected under such laws.

## **Performance Reviews, Salary Reviews Policy**

### **Teacher Performance Evaluations**

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FREEDOM PREP believes that a teacher evaluation process that promotes high and sustained levels of quality instruction is essential for student academic success, growth and achievement. Accordingly, evaluation of teachers should be conducted regularly and should reflect a fair, meaningful and accurate depiction of a teacher's development, growth and performance in the teaching profession.

FREEDOM PREP shall evaluate all teachers in accordance with standards established in applicable state laws and regulatory guidelines. The evaluation process shall be defined and implemented uniformly throughout FREEDOM PREP. The teacher evaluation measure for Shelby County Schools includes the following components: (1) Student Growth and Achievement Data; (2) Observation of Teaching/ Classroom Instruction; (3) Teacher Professionalism; and (4) Stakeholder Perceptions.

For more information on the evaluation process, please review the Freedom Prep Charter Schools Teacher Evaluation Framework [here](#).

### **School-Based Administrators Performance Evaluations**

FREEDOM PREP believes that a school-based administrator evaluation process that promotes high and sustained levels of quality school leadership is essential for student academic success, growth, and achievement. Accordingly, evaluation of school based administrators should be conducted in accordance with the guidelines of the State of Tennessee and should reflect a fair, meaningful, and accurate depiction of an administrator's development, growth, and performance.

FREEDOM PREP believes that in order for evaluation results to accurately reflect the performance level of a school-based administrator, the model of evaluation should be multidimensional and include components that are valid indicators of performance. Additionally, the evaluation process should be conducted with fidelity by competent evaluators and those certified in observation, in accordance with state law and regulations.

To that end, FREEDOM PREP shall evaluate all school-based administrators in accordance with standards established in applicable state laws and regulatory guidelines. The evaluation process shall be defined and implemented uniformly throughout the District. The administrator evaluation measure for Memphis-Shelby County Schools shall include the following components: (1) Student Growth and Achievement Data; (2) Observation of Practice; Quality of Teacher Evaluations and (3) Stakeholder Perceptions.

## **Non-School Based Employee Performance Evaluations**

All regular, full-time employees with the exceptions of principals, vice-principals, assistant principals, teachers and any staff member evaluated using the instructional evaluation framework (including addenda) will be evaluated using the non instructional performance evaluation rubric. This includes school-based staff and Network Office employees.

Performance reviews for classified staff will be conducted on an annual basis by the immediate supervisor or individual having supervisory authority. This process involves a written performance evaluation and discussion of the evaluation, including feedback for improvement.

## **Professional Development**

Freedom Prep offers professional development opportunities. Please reach out to Human Resources for more information. **Personnel Records Policy**

It is important that FREEDOM PREP maintain accurate personnel records at all times. You are responsible for notifying your immediate supervisor or the Human Resources of any change in name, home address, telephone number, immigration status, or

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any other pertinent information. By promptly notifying FREEDOM PREP of such changes, you will avoid compromise of your benefit eligibility, the return of W-2 forms, or similar inconvenience.

## **News Media Relations Policy**

FREEDOM PREP's External Affairs Department works closely with media partners to coordinate positive coverage of the wonderful achievements, innovations and events in schools that involve our students, teachers, principals and staff. We have guidelines in place for our media partners. To ensure efficiency and clear lines of communication in this process, the External Affairs Department should be informed any time a media outlet contacts staff directly for an interview or if an outlet arrives on campus or at a FREEDOM PREP office without prior notification from an External Affairs staff member. A member of the External Affairs team will always notify schools in advance if a media representative requests permission to conduct an interview or cover a story.

The CEO serves as the chief spokesperson for FREEDOM PREP. As designated by the CEO, the External Affairs Department may also provide official statements on behalf of FREEDOM PREP. **We request that employees not provide any statements that might serve as a representation of an official comment on behalf of FREEDOM PREP without approval from the External Affairs Department.**

Additionally, the unauthorized release of any classified/confidential FREEDOM PREP information is prohibited and may result in disciplinary action.

## **Inclement Weather Policy**

Schools and the Network Office may be closed and/or dismissed early in the event of hazardous weather or other emergencies that threaten the health or safety of students and staff. During hazardous weather conditions, the CEO may determine that all FREEDOM PREP sites/services will be closed or that some FREEDOM PREP sites/ services may remain open. A teacher's school or school district is not considered to be closed when teachers are required to work remotely and provide virtual instruction to students.

Please note the following information regarding employee pay during any FREEDOM PREP closure due to hazardous

### weather: **Exempt Employees**

- When FREEDOM PREP sites/services are open, exempt employees are expected to remain at and/or report to work. ● Exempt employees who legitimately believe that travel to or from work is too hazardous may use accrued paid leave to continue compensation during the absence.
- When the determination is made to close any FREEDOM PREP sites/ services for any portion of the day, exempt employees who are actively on duty will be paid for the remainder of their normal scheduled workday without loss in pay and/or accrued paid leave.

### **Non-Exempt Employees**

- Non-exempt employees are compensated for work days missed as a result of closures for hazardous weather (up to 3 days).

NOTE: The Fair Labor Standards Act (FLSA) defines exempt and nonexempt employees as follows: Employees who are classified as “exempt” employees are not entitled to overtime pay as guaranteed by the FLSA. Generally, “exempt” employees are paid on a salary basis, and “nonexempt” employees are paid on an hourly basis. This is why “exempt” employees have an option to use vacation if they are unable to report to work when District sites/ services are open.

### **Workspace Policy**

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Employees are responsible for maintaining the workspace assigned to them. A clean, orderly workspace provides an environment conducive to working efficiently. Employees should keep in mind that their workspace is part of a professional environment that portrays FREEDOM PREP’s overall dedication to providing quality service to its students. Therefore, your workspace should be clean, organized and free of items that are not required to perform your job.

### **Office Equipment Policy**

Certain equipment is assigned to staff depending on the needs of the job, such as a calculator, personal computer, printer and access to our central computers and servers. This equipment is the property of FREEDOM PREP and cannot be removed from the office without prior approval from your supervisor. FREEDOM PREP expects that you will treat this equipment with care and report any malfunctions immediately to staff members equipped to diagnose the problem and take corrective action.

### **Copyrights**

Employees acknowledge that the entire right, title, and interest of any and all writings and other creations that they may prepare, create, write, initiate or otherwise develop as part of their efforts while employed by FREEDOM PREP, shall be considered the property of FREEDOM PREP. This includes, but is not limited to, any development of a curriculum. These works will be “works for hire” and shall be Freedom Prep’s sole and exclusive property, copyright, patent and trademark. For items covered by this paragraph, employees hereby assign and transfer all rights, title and interests in all such items, including without limitation, all patent, trademark and copyright rights that now exist or may exist in the future. Employees further agree that at any reasonable time upon request, and without further compensation or limitation, they will execute and deliver any and all papers or instruments including assignments, declarations, applications, powers of attorney and other documents, that in FREEDOM PREP’s opinion may be necessary or desirable to secure Freedom Prep’s full enjoyment of all right, title, interest and properties herein assigned. Employees agree to not charge Freedom Prep for use of their copyrighted, trademarked and patented materials.

## **Nepotism**

While FREEDOM PREP may hire and retain relatives of employees, it will not do so if it determines that hiring or retaining a relative may or does create problems of supervision, security, morality, or conflicts of interest.

No employees who are related by genetics or marriage will be placed within the same direct line of supervision, whereby one relative is responsible for supervising the job performance or work activities of another.

Relatives generally may not be assigned to work in the same school or same department.

With respect to the employment of a relative, FREEDOM PREP defines relatives as spouses, partners, parents, children, step children, siblings, in-laws, step-parents, brothers, or sisters, and step-children. Additionally, this policy also relates to individuals who are not legally related but who reside with other employees. Full policy see [here](#)

## **Hiring Process**

FREEDOM PREP carefully selects its employees through written applications, certification reviews, personal interviews, sample lessons (when applicable) and reference checks. This selection process helps FREEDOM PREP find and employ people who are concerned with the success of its students; people who can carry on their work with skill and ability; and people who believe in our Mission.

FREEDOM PREP relies on the accuracy of the information provided in these written applications and personal interviews, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

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All FREEDOM PREP employees will be required to sign an Employment Offer Letter for one year that will specify the terms and conditions of employment. The Employment Offer Letter is not a contract, as previously stated.

Like all charter schools, FREEDOM PREP is required to fingerprint prospective employees for purposes of determining whether or not the prospective employee has a criminal history.

Federal law requires all employers to verify each new employee's identity and legal authority to work in the United States via the USCIS I-9 Form. All offers of employment are conditional upon the receipt of satisfactory evidence of an applicant's authorization to work in the United States. This evidence of the right to work must be provided within three days of the employee's hire date. Failure to provide the appropriate documentation will be grounds for termination.

## **Reference Checks**

All reference checks or inquiries from other employers should be directed to Human Resources. No one in Freedom Prep other than Human Resources is authorized to respond either verbally or in writing to personnel inquiries of any type about current or prior employees of Freedom Prep

## **Promotions and Transfers Policy**

In an effort to match you with the job for which you are most suited and/or to meet the business and operational needs of FREEDOM PREP, you may be transferred from your current job. This may be either at your request or as a result of a decision



by FREEDOM PREP.

Reasons for transfer may include, but are not necessarily limited to, fluctuations in department workloads or production flow, a desire for more efficient utilization of personnel, increased career opportunities, personality conflicts, health, other personal situations or other business reasons. Temporary transfers may be made at the discretion of FREEDOM PREP management.

Most job openings that are intended to be filled from within FREEDOM PREP will be posted in Lever. The management of FREEDOM PREP does reserve the right, however, to transfer or promote an employee without posting the availability of that position.

An employee is eligible to request a transfer and to be considered for a promotion upon completion of one year of satisfactory job performance. (However, a transfer may take place within the first six (6) of employment if the management of FREEDOM PREP believes that it is in the best interest of FREEDOM PREP to make an exception to this guideline.) Your eligibility is also dependent, of course, on your having the needed skills, education, experience and other qualifications that are required for the job. A hardship can be granted immediately with proof of circumstances. Full transfer policy [HERE](#) and internal promotions [HERE](#)

### **Termination of Employment**

We request that instructional/exempt employees provide a thirty (30) day written notice to their supervisor and Human Resources. FREEDOM PREP believes it takes 30 days to achieve appropriate educational transition. For C-level network employee will need to provide ninety (90) day written notice to their supervisor and Human Resources.

Failure to provide 30 days' notice will result in ineligibility for rehire and loss of any eligible PTO time if applicable.

Employees who are exiting FREEDOM PREP must return all system property including, but not limited to: keys, equipment, software, ID badge, etc. to the appropriate department prior to the last day of employment. Failure to return equipment may be considered to be an act of theft and may result in disciplinary measures, legal actions, and/or require restitution to FREEDOM PREP.

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Common circumstances under which employment is terminated include the following:

- **Resignation** – Voluntary employment termination initiated by an employee.
- **Termination** – Involuntary employment termination initiated by FREEDOM PREP. In most cases, FREEDOM PREP will use progressive disciplinary actions before dismissing an employee. However, certain actions warrant immediate termination.
- **Layoff** – Involuntary employment termination initiated by FREEDOM PREP for non-disciplinary reasons.
- **Retirement** – Voluntary employee termination upon eligibility for retirement.

Employees who intend to terminate employment with FREEDOM PREP, shall provide FREEDOM PREP with at least thirty (30) days written notice. Such notice is intended to allow FREEDOM PREP time to adjust to the employee's departure without placing undue burden on those employees who may be required to fill in before a replacement can be found.

Since employment with FREEDOM PREP is based on mutual consent, both the employee and FREEDOM PREP have the right to terminate employment at-will, with or without cause, at any time.

In the case of employee termination, the employee will receive their accrued pay in accordance with all federal, state and local laws.

Any employee who terminates employment with FREEDOM PREP shall return all files, records, keys, and any other materials that are the property of FREEDOM PREP.

Employee benefits will be affected by employment termination in the following manner:

- Unused sick days will be forfeited.
- Accrued and unused vacation time will be paid on last check, unless proper notice was not provided. If proper notice not provided unused vacation time will be forfeited. Any accrued, but unused vacation time will be paid out up to a maximum of 120 hours.
- Employees will be advised of their rights under the Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) of their right to continue health care coverage for themselves and their dependents at group rates, but at their own expense, for up to 18 months.
- Any employee who is terminated or who resigns must return all office property, materials and supplies in such employee's possession to their supervisor before they receive their final payout.
- No information or copies of information, including, but not limited to files, memos, computer-stored items, lists or other similar information may be taken.
- The final date of employment is the final date on which the employee serves his or her duties at Freedom Preparatory Academy Charter School. It should not be construed as the date upon which the employee receives his or her final pay.

If you have any questions or concerns regarding this policy, direct them to the Human Resources

#### Department. **Dispute Resolution Policy**

In a perfect world, every employment relationship would be smooth and harmonious. However, there are times when employees and employers disagree. These disagreements often arise in the context of involuntary employment termination, but there may be disagreements regarding the right to a promotion, expense reimbursement, or on other matters.

To the extent permitted by applicable law, all employees of FREEDOM PREP agree to first seek to mediate any dispute with FREEDOM PREP with a mediator from the American Arbitration Association or similar organization trained and experienced in employment disputes. If mediation is not successful, both FREEDOM PREP and the employee agree to submit their dispute to arbitration. The arbitrator will be chosen from a panel presented by the American Arbitration Association or such other organization as is acceptable to both parties. The cost of the arbitrator will be split between FREEDOM PREP and the employee. Each party will be responsible for its own attorney or other related fees. Both FREEDOM PREP and the employee acknowledge

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that by agreeing to arbitrate, each gives up its right to litigate their employment dispute in court or to submit it to a jury. The decision of the arbitrator is final and binding.

However, either party may seek to have a court of competent jurisdiction enforce an arbitration award. In addition, FREEDOM PREP retains the right to seek injunctive or other relief in the case of misappropriation of trade secrets or other confidential information, or any other action by an employee which might reasonably be expected to lead to irreparable harm to FREEDOM PREP.

Although we seek to provide a workplace in which all employees feel that they are an important part of FREEDOM PREP and where employees feel fairly treated, there may be times when you have a dispute with a supervisor or FREEDOM PREP which can best be resolved through a formal procedure for dispute resolution. All disputes between any employee and FREEDOM PREP are to be resolved in accordance with the following procedure. Please note, however, that FREEDOM PREP reserves the right to modify this procedure at any time and nothing in this procedure should be construed to constitute a contract between you

and FREEDOM PREP or to constitute any part of a contract between you and FREEDOM PREP.

Any dispute between you and FREEDOM PREP may be resolved using this grievance procedure, with the exception of oral reprimands which are not recorded in your personnel file.

A grievance is a complaint by an employee concerning any matter related to the employee's employment with FREEDOM PREP. All grievances must be in writing. Using the form provided by FREEDOM PREP, you must state clearly and concisely all the known facts related to your grievance, including "who, what, where, when and the why." Clearly explain why you disagree with the act or omission that forms the basis for the grievance. Also explain what remedy you are requesting. You must sign and date the grievance.

## **Grievance Procedure Policy**

Any FREEDOM PREP employee with an employment-related issue is encouraged to informally communicate their concerns to the immediate supervisor. Issues not resolved informally may be grieved in writing. Grievances may be filed by an individual employee or collectively by a group of employees in accordance with the procedures outlined below. Such procedures are not intended to replace, supersede, or otherwise interfere with employment-related procedures governed by federal and/or state statute.

### **Preliminary Step**

You must first address your grievance with your immediate supervisor. This may be done orally in informal discussion. If your informal attempts to resolve the matter are not successful, you may implement the formal grievance process.

If there is no agreement or resolution during the initial complaint step, the employee may escalate the complaint to the next supervisory level. Unresolved complaints may be addressed up the chain of command to the Director of the department, CEO or their designee for final consideration.

### **Step 1**

- A. An employee must first submit their grievance in writing to their immediate supervisor within five (5) working days of the incident or as soon as practicable, but no later than thirty (30) calendar days following the date you first knew or should have known of the grievance. In the event the issue is with the immediate supervisor, the employee should direct their concerns to the next supervisory level.

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- B. If the supervisor is the Director of a department (e.g., direct report to the CEO), the reviewer of the grievance shall be the CEO or a designee appointed by the CEO who is not involved in the complaint/grievance. The reviewer of the grievance shall provide final resolution.
- C. Within ten (10) working days from receipt of a written grievance, the supervisor reviewing the written grievance shall meet with the grievant and discuss the issue. Following the meeting, the supervisor reviewing the written grievance shall have five (5) working days to provide a decision in writing to the grievant.
- D. A copy of the written grievance and response shall be submitted to the Human Resources Department. E. Except in

the case when the grievance is against a Director, the decision of the supervisor may be appealed to Step 2.

## **Step 2**

- A. The grievant shall have five (5) working days from receipt of the written response from the immediate supervisor (see Step I) to file a written appeal to the next supervisory level. Copies of the grievance and written response received from the immediate supervisor must be attached.
- B. Upon receipt of the written appeal, the next level supervisor shall have ten (10) working days to meet with the grievant and discuss the issue. Following the meeting, the next level supervisor shall have five (5) working days to provide a decision in writing to the grievant.
- C. A copy of the written appeal and written response to the appeal shall be submitted to the immediate supervisor and the Human Resources Department.
- D. The decision of the next level supervisor may be appealed to Step 3.

## **Step 3**

- A. If, following the chain of command with the immediate and next level supervisors, any issue remains unresolved, the grievant may file a written appeal with the Human Resources Department. The written appeal must be filed within five (5) working days from receipt of the written response from the next level supervisor. Copies of the grievance and written responses received from the immediate and next level supervisors must be attached.
  - B. The Human Resources Department shall have ten (10) working days from receipt of the written appeal to meet with the grievant and discuss the issue. Following the meeting, the HRBP shall have fifteen (15) working days to provide a decision in writing to the grievant.
  - C. A copy of the written grievance and all appeals and decisions shall be submitted to the lower-level supervisors and maintained by the Human Resources Department.
  - D. The decision of the Human Resources Department may be appealed to Step 4.
- 
- A. If an issue remains unresolved following communication with the HRBP Director, the grievant may file a written appeal with the CEO or designee within ten (10) working days of receipt of a decision from the Human Resources Department. Copies of the grievance and all appeals and decisions must be attached.
  - B. The HRBP Director or their designee shall render a decision within fifteen (15) working days of receipt of the written grievance.

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- C. A copy of the final decision shall be submitted to lower-level supervisors and the Human Resources Department. A copy of the final decision shall be placed in the personnel file of the grievant.
- D. The decision of the CEO or their designee is final.

### **Abandonment of Grievance**

Failure of an employee to advance a grievance through the appropriate steps within the time set forth for such shall be considered an abandonment of the grievance, unless time limits provided for are extended by mutual agreement. Failure by FREEDOM PREP to respond to a grievance within the prescribed time limits will result in the grievance automatically moving to the next appropriate step in the grievance process unless modification of the time limits are approved in writing by the Superintendent or designee.

## **Technology**

### **Email Policy**

The email system is the property of FREEDOM PREP. All emails are archived on the server in accordance with our records retention policy, and all emails are subject to review by FREEDOM PREP. You may make limited use of our email system for personal business matters, so long as such use is kept to a minimum and does not interfere with your work.

The FREEDOM PREP email system is School property, and as such, is subject to monitoring. System monitoring is done for your protection and the protection of the rights or property of the provider of these services. Please consider this when conducting personal business using School hardware and software.

Electronic mail is like any other form of School communication, and may not be used for harassment or other unlawful purposes. Your email account is a School-provided privilege, and is School property. Remember that when you send email from the FREEDOM PREP domain, you represent FREEDOM PREP whether your message is business-related or personal.

### **Confidentiality of Electronic Mail**

As noted above, electronic mail is subject at all times to monitoring, and the release of specific information is subject to applicable laws and School rules, policies and procedures on confidentiality. Existing rules, policies and procedures governing the sharing of confidential information also apply to the sharing of information via commercial software.

### **Social Media Policy**

The term “social media” includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else’s web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether or not associated or affiliated with FREEDOM PREP, as well as any other form of electronic communication. The same principles and guidelines found in FREEDOM PREP rules, policies and procedures apply to an employee’s social media activities online.

FREEDOM PREP may request or require you to disclose a username or password required only to gain access to:

- An electronic communications device supplied by or paid for by FREEDOM PREP; or
- An account or service provided by FREEDOM PREP that is obtained by virtue of your employment relationship with FREEDOM PREP, or used for FREEDOM PREP's business purposes.

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FREEDOM PREP may also require you to cooperate in an investigation in certain circumstances.

Additionally, any conduct that adversely affects an employee’s job performance or the performance of fellow employees, or otherwise adversely affects FREEDOM PREP’s legitimate business interests, may result in disciplinary action, up to and

including termination. Similarly, inappropriate postings, including but not limited to discriminatory remarks, harassment, and threats of violence, or similar inappropriate or unlawful conduct, will not be tolerated and may result in disciplinary action, up to and including termination. However, this restriction will not apply to any postings made in the exercise of any rights granted to an employee by federal law.

### **Telephone Policy**

Access to FREEDOM PREP telephone system is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities. Telephone usage should be based upon cost-effective practices that support FREEDOM PREP's mission and should comply with applicable rules and regulations.

You should use common sense and your best judgment when making or receiving personal cellular phone calls at work. To the extent possible, employees should make personal cell phone calls during their breaks or lunch times. The use of cameras on cell phones during work hours is prohibited to protect the privacy of FREEDOM PREP as well as of fellow employees. However, this restriction will not apply to any recordings made in the exercise of any rights granted to an employee by federal law.

The Freedom Prep telephone system is at all times the property of Freedom Prep. By accessing the telephone system through facilities provided by FREEDOM PREP, you acknowledge that FREEDOM PREP has the right to monitor its telephone system from time to time to ensure that employees are using the system for its intended purposes.

### **Driving and Cell Phone Use**

FREEDOM PREP prohibits the use of handheld cellular devices while driving. Employees are strongly encouraged to use a hands-free cellular device while driving, should the use become a necessity in the course of employment. Sending and/or receiving text messages is expressly prohibited while operating any vehicle.

### **Contact with Students**

District employees shall not contact students via telephone, email, text message, Twitter, social networking websites or other electronic communications, except regarding school related matters and as otherwise authorized by law, Board policy and/or administrative rules and regulations.

### **Sanctions**

Violations of the policy and rules and regulations may result in disciplinary action up to and including termination.

### **Internet Policy**

Access to the internet is given principally for work-related activities or approved educational/training activities. Incidental and occasional personal use and study use is permitted. This privilege should not be abused and must not affect the employee's performance of employment-related activities.

### **Right to Monitor**

FREEDOM PREP email and internet system is at all times the property of FREEDOM PREP. By accessing the internet, intranet and electronic mail services through facilities provided by FREEDOM PREP, you acknowledge that FREEDOM PREP (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee internet activity

spam and computer viruses. These filters may from time to time block legitimate email messages.

### **Responsibilities and Obligations**

Employees may not access, download or distribute material that is illegal, or which others may find offensive or objectionable, such as material that is pornographic, discriminatory, harassing, or an incitement to violence.

You must respect and comply with copyright, trademark and similar laws, and use such protected information in compliance with applicable legal standards. When using web-based sources, you must provide appropriate attribution and citation of information to the websites. Software must not be downloaded from the internet without the prior approval of qualified persons within FREEDOM PREP.

### **Violation of this Policy**

In all circumstances, use of internet access and email systems must be consistent with the law and School policies. Violation of this policy is a serious offense and, subject to the requirements of the law, may result in a range of sanctions, from restriction of access to electronic communication facilities to disciplinary action, up to and including termination.

### **Safety and Substance Abuse**

#### **Smoking Policy**

In order to provide a safe and comfortable working environment for all employees, smoking and vaping are strictly prohibited at all times inside any School building or within 20 feet of any building entrance, window, or ventilation system.

#### **Drug-Free Workspace Policy**

FREEDOM PREP takes the problem of drug and alcohol abuse seriously, and is committed to providing a substance abuse-free workplace for its employees. Substance abuse of any kind is inconsistent with the behavior expected of our employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines our ability to operate effectively and efficiently. FREEDOM PREP has adopted a formal policy related to substance abuse. A copy of the complete policy is contained in this Handbook.

#### **Substance Abuse Policy**

FREEDOM PREP recognizes alcohol and drug abuse as potential health, safety and security problems. FREEDOM PREP expects all employees to assist in maintaining a work environment free from the effects of alcohol, drugs or other intoxicating substances. Compliance with this substance abuse policy is made a condition of employment, and violations of the policy may lead to discipline and/or discharge.

All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on School premises or at any time and any place during working hours. While we cannot control your behavior off the premises on your own time, we certainly encourage you to behave responsibly and appropriately at all times. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work.

Substance abuse is an illness that can be treated. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance. You may ask your immediate supervisor, designated manager or Human Resources for

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assistance in seeking help to address substance abuse. He or she can also help you determine coverage available under FREEDOM PREP's medical insurance plan.

When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by FREEDOM PREP.

Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.



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**Discrimination, ADA, harassment, etc.**

### **Discrimination Is Prohibited Policy**

FREEDOM PREP is an equal opportunity employer and makes all employment decisions without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information or any other status protected under applicable federal, state or local laws. This policy applies to all terms and conditions of employment,

including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of FREEDOM PREP's employees to perform their job duties.

FREEDOM PREP makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

If you believe that an employment decision has been made that does not conform with management's commitment to equal opportunity, you should promptly bring the matter to the attention of your immediate supervisor, designated manager or Human Resources. Your complaint will be promptly, thoroughly and impartially investigated. There will be no retaliation against any employee who files a complaint in good faith, even if the result of the investigation produces insufficient evidence to support the complaint.

### **Americans With Disabilities Act Policy**

The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training, and other terms, conditions and privileges of employment. The ADA does not alter FREEDOM PREP's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of School policy, FREEDOM PREP prohibits discrimination of any kind against people with disabilities.

### **Disabled Defined**

An applicant or employee is considered disabled if he or she (1) has a physical or mental impairment that substantially limits one or more major life activities; (2) has a record or past history of such an impairment; or (3) is regarded or perceived (correctly or incorrectly) as having such impairment.

A qualified employee or applicant with a disability is an individual who satisfies the requisite skill, experience, education and other job-related requirements of the position held or desired, and who, with or without reasonable accommodation, can perform the essential functions of that position.

### **Reasonable Accommodation**

A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment.

Qualified applicants or employees who are disabled should request reasonable accommodation from FREEDOM PREP in order to allow them to perform a particular job. If you are disabled and you desire such reasonable accommodation, contact your immediate supervisor, designated manager or Human Resources. On receipt of your request, we will meet with you to discuss your disability. We may ask for information from your health care provider(s) regarding the nature of your disability and the nature of your limitations, or take other steps necessary to help us determine viable options for reasonable accommodation. We will then work with you to determine whether your disability can be reasonably accommodated, and if it can be accommodated,

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we will explore alternatives with you and endeavor to implement a mutually agreeable accommodation.

Reasonable accommodation may take many forms and it will vary from one employee to another. Please note that according to the ADA, FREEDOM PREP does not have to provide the exact accommodation you want, and if more than one accommodation

works, we may choose which one to provide. Furthermore, FREEDOM PREP does not have to provide an accommodation if doing so would cause undue hardship to FREEDOM PREP.

## **Pregnancy Accommodation**

FREEDOM PREP will comply with all applicable requirements under the Alabama Pregnant Workers' Fairness Act. Specifically, FREEDOM PREP will provide you with reasonable accommodations for any medical needs that may arise from your pregnancy, childbirth or related medical conditions, as long as it can do so without undue hardship on the operation of the business.

Some examples of reasonable accommodations FREEDOM PREP may provide for medical needs arising from pregnancy, childbirth or related medical conditions include:

- Making existing facilities accessible and usable;
- Providing more frequent, longer or flexible breaks;
- Providing a private place, other than a bathroom stall, to express milk;
- Modifying the existing food or drink policy;
- Modifying seating arrangement or allowing the employee to sit more frequently if the job requires standing;
- Assisting with manual labor;
- Imposing lifting limits;
- Authorizing a temporary transfer to a vacant position;
- Providing job restructuring or light duty, if available;
- Acquiring or modifying equipment, devices, or an employee's work station;
- Modifying work schedules; and
- Allowing flexible scheduling for prenatal visits.

FREEDOM PREP will not require you to use employee leave if another reasonable accommodation can be provided. In addition, FREEDOM PREP will not take any of the following actions as accommodations for pregnancy, childbirth or related medical conditions, unless it would do the same for an employee who needs a reasonable accommodation for other medical reasons:

- Hire employees who would not otherwise have been hired;
- Discharge, transfer or promote employees;
- Create a new position;
- Compensate employees for more frequent or longer break periods; or
- Construct a permanent space dedicated to expressing milk.

## **Medical Certification**

Consistent with the requirements for a request for accommodations based on other medical conditions, FREEDOM PREP may require that you provide a certification from a healthcare professional if you are requesting any of the following accommodations for pregnancy, childbirth or related medical conditions:

- Temporary transfer to a vacant position;
- Job restructuring;
- Light duty; or
- Other accommodations that required time away from work.

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As long as you are making good faith efforts to obtain this certification, FREEDOM PREP will not take any adverse

employment actions related to your request for an accommodation. Instead, FREEDOM PREP will engage in an interactive process with you to determine whether a reasonable accommodation may be provided without causing undue hardship on FREEDOM PREP's operations.

## **Workplace Harassment Policy**

FREEDOM PREP is committed to providing a work environment that provides employees equality, respect, and dignity. In keeping with this commitment, FREEDOM PREP has adopted a policy of "zero tolerance" with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile or abusive.

This policy applies to all aspects of your employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. FREEDOM PREP will make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated, and resolved appropriately. FREEDOM PREP will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

## **Sexual Harassment**

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment.

Such conduct may include, but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti or cartoons; and repeated requests for dates. School policy further prohibits harassment and discrimination based on sex stereotyping. Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female. FREEDOM PREP encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager or the Human Resources.

## **Procedures for Reporting and Investigating Harassment Policy**

Employees should report incidents of inappropriate behavior or sexual harassment as soon as possible after the occurrence. Employees who believe they have been harassed, regardless of whether the offensive act was committed by a manager, co worker, vendor, visitor or client, should promptly notify their immediate supervisor, designated manager or Human Resources. If the employee's immediate supervisor is involved in the incident, the employee should report the incident to the HRBP. FREEDOM PREP takes claims of harassment seriously, no matter how trivial a claim may appear. All complaints of harassment, sexual harassment, or other inappropriate sexual conduct will be promptly, thoroughly and impartially investigated by FREEDOM PREP.

FREEDOM PREP prohibits retaliation against any employee who files or pursues a harassment claim. To the extent possible, all complaints and related information will remain confidential, except to those individuals who need the information to investigate,

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educate or take action in response to the complaint.

All employees are expected to cooperate fully with any ongoing investigation regarding a harassment incident. Employees who believe they have been unjustly charged with harassment can defend themselves verbally or in writing at any stage of the investigation.

To protect the privacy of persons involved, confidentiality will be maintained throughout the investigatory process to the extent practicable and appropriate under the circumstances. Investigations may include interviews with the parties involved, and, where necessary, individuals who may have observed the alleged conduct or who may have relevant knowledge.

At the conclusion of a harassment investigation, the complainant and the alleged “harasser” will be informed of the determination. Where appropriate, the “harasser” and the “victim” may be offered mediation or counseling through an employee assistance program (EAP).

### **Penalties for Violation of Anti-Harassment Policy**

If it is determined that inappropriate conduct has occurred, FREEDOM PREP will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action (such as, for example, suspension), as FREEDOM PREP deems appropriate under the circumstances and in accordance with applicable law.

### **COBRA Policy**

Federal law generally requires employers with 20 or more employees to give employees, spouses, and dependent children the right to continue group health benefits for limited periods of time under certain circumstances, such as voluntary or some types of involuntary job loss, reduction in hours worked, death, divorce and other life events. Employees ordinarily may continue their health coverage for up to 18 months when their employment is terminated.

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**Working hours****Teaching Staff**

- Teaching staff work hours are 7:30am to 3:30pm.

**Network Office Staff**

- When in the office, work hours are either 8am-4pm or 9am-5pm (*30 minute lunch*).

**Remote Work & Network Office Staff**

Freedom Prep provides remote work opportunities to Network Office Staff throughout the year. Our hybrid work model for network employees whenever there is a short week or additional days off due to FREEDOM PREP charter school calendar, we will require all network employees to work from their network offices. Only exception if in advance (one week notice) time off has been requested and approved.

**Summer**

- Network Staff work **remote** on **Monday and Friday**, generally beginning the second week of **June**, when our last school closes for the year.
- Network staff work **in-person** from **Tuesday to Thursday**.
- Please plan your summer schedules accordingly.

**Regular School Year**

- During the regular school year, Network Staff work **remote one day per week**, either on **Tuesday or Thursday**. ●

The regular school year schedule generally begins the third week of **July**, when teaching staff return for professional development.

- There is no rollover of your one remote work day from week to week
- Members of the same team cannot be remote on the same days
- Must let your manager know what will be your designated day per week

## **Overtime Hours Policy**

Overtime pay applies only to non-exempt employees. When operating requirements or other organizational needs cannot be met during regular working hours, employees will be required to work overtime. Whenever possible, employees will be given the opportunity to volunteer for overtime work assignments and every effort will be made to distribute it as equitably as possible to all employees qualified to perform the required work.

Overtime pay is paid to nonexempt employees in accordance with federal and state wage and hour laws that require time-and-one-half pay for any hours worked beyond 40 hours in a work week. Overtime pay is based on actual hours worked. Overtime does not include lunch or break time. Time off for sick days, leaves of absence, and unpaid lunch hours will not be considered hours worked for purposes of calculating overtime pay.

All overtime work must have the supervisor's prior authorization. Employees who work overtime without prior authorization from their supervisor may be subject to disciplinary action, up to and including termination.

## **Teacher and Staff Handbook (Jan 2024)** Freedom Preparatory Academy Charter Schools **Attendance and Punctuality Policy**

It is important for you to report to work on time and to avoid unnecessary absences. FREEDOM PREP recognizes that illness or other circumstances beyond your control may cause you to be absent from work from time to time. However, frequent absenteeism or tardiness may result in disciplinary action, up to and including discharge.

Excessive absenteeism or frequent tardiness puts an unnecessary strain on your co-workers and can have a negative impact on the success of FREEDOM PREP.

You are expected to report to work when scheduled. Whenever you know in advance that you are going to be absent, you should notify your immediate supervisor or the designated manager. If your absence is unexpected, you should attempt to reach your immediate supervisor as soon as possible, but in no event later than two (2) hours before you are due at work. In the event your immediate supervisor is unavailable, you must speak with a manager. If you must leave a voicemail, you must provide a number where your supervisor may reach you if need be.

Please note that some, but not all, absences are compensated under FREEDOM PREP's leave policies.

You are expected to be at School at the beginning of each school day. If you are delayed, you must call your immediate supervisor to state the reason for the delay. As with absences, you must make every effort to speak directly with a manager. Regular delays in reporting to work will result in disciplinary action up to and including discharge. Please refer to [HERE](#) for full details of the attendance policy.

## **Involuntary Termination**

An employee who is absent for a period of at least three days without notifying their manager will be considered to have resigned without giving notice. The resignation will be effective on the initial date of absence.

### **Personal Emergencies/ Unplanned Absences**

At times, it may be necessary for employees to be absent from work. We know that you have responsibilities and commitments outside of your role with FREEDOM PREP. Sometimes there are emergency situations beyond your control that prevent you from performing your job. We understand that you have to take care of those situations immediately, therefore, you can use your vacation or sick time while you address these issues.

In the case of an unplanned absence, the employee must contact their direct supervisor or designee as early as possible, but no later than 6:00 a.m. for all employees. Employees who are unable to call in themselves because of an illness, emergency or for some other reason, should be sure to have someone call for them.

If an employee fails to show up for work without reporting to his or her supervisor, he or she will receive a written warning. Additional failure to report absence will result in disciplinary action, up to and including termination.

If an employee has had more than two (2) unplanned absences during the school year, all further absences must be verified with Human Resources.

### **Patterned Absenteeism**

A consistent pattern of absences on Mondays and Fridays will be considered excessive, and subject to disciplinary action up to and including termination. A note from the doctor may be required for an absence prior to or after a weekend, if a pattern of absences is present.

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#### **Tardy/ Leaving Early**

In addition, excessive lateness or leaving early without will be considered a pattern and will be subject to disciplinary action, up to and including termination.

### **Meals During Business-Related Travel Policy**

FREEDOM PREP will generally reimburse travelers for three meals a day. All original receipts must be included with the employee's travel and expense report. Any travel expense not supported by a receipt will be deducted from the next employee paycheck upon return from their travel.

Reasonable expenses are outlined below:

- Meals: \$15 breakfast / \$20 lunch / \$30 dinner **or** \$69/day
- Hotel: \$250/night max
- Flight: \$500 roundtrip max

### **Time off & leave**



## **Jury Duty Policy**

FREEDOM PREP encourages employees to fulfill their civic duties. To that end, employees will be allowed leave to serve on a jury, if summoned. We request that you give us a copy of your summons notice as soon as you receive it, so that we may keep it on file. FREEDOM PREP will provide additional documentation in this regard, if necessary, to obtain such postponement.

Jury duty can last from a portion of a single day to several months or more. During this time, you will be considered on a leave of absence and will be entitled to continue to participate in insurance and other benefits as if you were working. While serving on jury duty, you are expected to call in to your supervisor periodically to keep him or her apprised of your status.

FREEDOM PREP will compensate full-time employees for the difference between jury duty compensation and their current daily pay.

## **Personal Days**

3 personal days (24 hours) (accrue 1.33 hours each pay period)

## **Sick Leave**

Sick leave may be used for the following:

- Medical appointments for yourself or family members; or
- Your personal illness or injury, or that of a member of your family.

## **Network staff & Non-Teaching school based staff**

- Receive 12 sick days per year, with five days granted upfront and an additional seven days accrued throughout the year. Furthermore, our policy allows for unlimited carryover, providing employees with flexibility and peace of mind for managing their health and personal needs.

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### **Teaching Staff**

- Receive 10 sick days per year, with five days granted upfront and an additional five days accrued throughout the year. Furthermore, our policy allows for unlimited carryover, providing employees with flexibility and peace of mind for managing their health and personal needs.

## **Accrual and Carryover**

Employees begin to accrue sick leave when they begin work for FREEDOM PREP. Employees can use sick leave after their first day and once they have accrued a balance.

## **Procedure**

When you are absent from work due to an illness, injury or medical appointment, you must notify your immediate supervisor or manager as soon as you are aware that you will be late or unable to report to work. Leaving a voicemail or message with another staff member does not qualify as notifying your supervisor.

When your absence is due to your own illness, FREEDOM PREP reserves the right to require appropriate medical

documentation. Such documentation must include your name, the date and time you were seen by a medical professional, and if applicable, a specific instruction regarding your incapacity to perform your job.

## **Vacation Policy**

### **Network staff & Non-Teaching school based staff**

0 to 2 years: 5 vacation days per SY (accrue 1.66 hours each pay period)  
2+ - 5 years: 10 vacations days per SY (accrue 3.33 hours each pay period)  
5+ years: 15 vacation days per SY (accrue 5 hours each pay period)  
Max 30 day carryover for vacation (120 hours)  
Modified school breaks

### **Chief Officer's and CEO staff**

The unlimited vacation policy applies to Chief officer staff and above. Chief staff must schedule time off for vacation or personal reasons known in advance. For time off under this policy for other reasons, please consult the applicable leave policy for information regarding notification, documentation, approval and any other requirements related to the leave. Chief must obtain manager approval at least two weeks in advance when possible. If taking off more than a week at a time additional consideration, planning and coordination with your manager may be required.

## **Accrual and Use**

Employees begin to accrue vacation leave on their first day of employment. Employees may use their vacation leave after their first day of employment and when there is an accrued vacation balance. If no vacation balance is available or approved, time off is considered absent without leave (AWL). Employees may carry over accrued vacation leave from one year to the next. However, there is a cap on the amount of vacation leave that can be accrued. Vacation leave accrual is capped at 120 hours. Once the cap is reached, an employee will not be able to accumulate any more vacation leave until some of it is used. After the accrued vacation leave amount goes below the cap, employees can begin accruing vacation leave again.

## **Procedure**

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You should submit requests for vacation leave to your supervisor as soon as you know when you wish to schedule your vacation leave, but in no event less than two weeks prior to the time requested. Vacation leave requests are approved by your immediate supervisor. Vacation leave is coordinated so that sufficient staff is available to provide adequate coverage at all times, and there may be "blackout dates" on which no leave will be granted. Vacation leave requests are granted on a first-come, first-served basis. In the event of a conflict in vacation leave requests, your supervisor will consider staffing needs during the relevant period, as well as the length of service of the employees involved.

### **Administrative and School Calendars**

FREEDOM PREP administrative and school calendars are distributed to employees and the public annually. The calendar includes days for instructional preparation. Please refer to the approved FREEDOM PREP calendar for school holidays at the following website: <https://freedomprep.org/>

## **Holiday Pay Policy**

In addition to the following paid holidays, FREEDOM PREP also provides employees with Fall Break, Winter Break and Spring Break. Some holidays in the list below may overlap with that paid time off. Please refer to the FREEDOM PREP [Calendar](#) for actual holiday/ break dates.

- Labor Day
- Veterans Day
- Thanksgiving Day
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Good Friday
- Juneteenth
- Independence Day
- Memorial Day

### **Network Office Staff**

- Network Office Staff have modified breaks, as they do not have all of Fall Break, Spring Break, Thanksgiving Break and Christmas break off.

### **Family and Medical Leave Policy**

School employees may be eligible to take unpaid family and medical leave under the federal Family and Medical Leave Act (FMLA). This policy provides an introduction to the rights and provisions of the federal FMLA. The Department of Labor's (DOL's) model notice is attached to this policy and further explains the FMLA. If you have questions about the FMLA, please contact Human Resources.

### **Eligibility**

To be eligible for leave, you must have been employed by FREEDOM PREP for at least 12 months. In the 12 months immediately preceding the beginning of the leave, you must also have worked at least 1,250 hours to qualify for federal FMLA. In addition, 50 or more School employees must be employed within 75 miles of the office or worksite where you work.

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### **Amount of Leave Available**

Eligible employees may take up to a total of 12 weeks of FMLA leave within a 12-month period. Please contact Human Resources for more information about how the 12-month period is calculated for FMLA leave. FMLA can be used for:

- The birth of an employee's child or the placement of a child with the employee for adoption or foster care
- To care for the employee's spouse, child or parent with a serious health condition
- The employee has a serious health condition that makes them unable to perform the functions of their job
- A qualifying exigency that arises because the employee's spouse, child, parent or next of kin is on covered active duty (or has been notified of an impending call or order to covered active duty) in the Armed Forces.

When leave is taken to care for a covered service member with a serious injury or illness, a spouse, child, parent or next of kin

may take up to 26 weeks of unpaid FMLA leave during a single 12-month period (different calculations may apply for military exigency). Eligible employees are limited to a total of 26 workweeks of FMLA-protected leave during that 12-month period. For example, an employee cannot take 26 workweeks of FMLA leave to care for a covered service member and then take 12 more weeks for other FMLA qualifying reasons.

Under the federal FMLA, spouses employed by FREEDOM PREP are jointly entitled to a combined total of 12 weeks of leave for the birth of a newborn child, for the placement of a child for adoption or foster care or to care for a parent who has a serious health condition. The federal FMLA does not cover care for parents-in-law. Spouses employed by FREEDOM PREP are jointly entitled to a combined total of 26 weeks of leave to care for a covered service member.

## **Types of Leave Available**

***Birth or placement for adoption or foster care:*** FMLA leave is available to eligible male and female employees for the birth of a child or for the placement of a child with the employee for purposes of adoption or foster care. FMLA leave must be completed within 12 months of the birth or placement. This type of leave may not be taken intermittently or on a reduced schedule unless FREEDOM PREP agrees to this request. See below for more details on noncontinuous leave.

***Serious health condition of employee:*** If, as an eligible employee, you experience a serious health condition as defined by the FMLA, you may take medical leave under this policy (see “Definitions” for the definition of serious health condition). A serious health condition generally occurs when you:

- Receive inpatient care in a hospital, hospice or nursing home
- Suffer a period of incapacity accompanied by continuing outpatient treatment or care by a health care provider
- Have a history of a chronic condition that may cause episodes of incapacity

The following provisions apply to leave for the serious health condition of an employee:

- *Noncontinuous leave*—Medical leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- *Certification process*—The need for leave must be documented by your treating health care provider through our medical certification process (see below).
- *Fitness-for-duty statement*—A fitness-for-duty statement will be required in order for you to return from a medical leave. Failure to provide the statement will result in a delay in your return to work.

***Serious health condition of immediate family member:*** If, as an eligible employee, you need family leave in order to care for your child, spouse or parent who experiences a serious health condition as defined by the FMLA (see “Definitions” for definitions of child, spouse, parent and serious health condition), you may take a leave under this policy.

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- Noncontinuous leave - Leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process - The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

***Qualifying exigency because of active duty:*** If, as an eligible employee, you need family leave because of any qualifying exigency arising out of the fact that your spouse, son, daughter or parent is on covered active duty in the armed forces (including the National Guard or Reserves), or has been notified that they will be called or ordered to covered active duty in the armed forces (including the National Guard or Reserves), you may take family leave under this policy. (See “Definitions” for a

definition of qualifying exigency)

- Noncontinuous leave - Family leave for any qualifying exigency arising out of the covered active duty of a family member may be taken all at once, intermittently or on a reduced leave schedule (see below).
- Certification process - The need for leave must be documented through our certification process (see below).

***Service member family leave:*** If, as an eligible employee, you need family leave to care for a covered service member who is your spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is otherwise on the temporary disability retired list for a serious injury or illness, you may take up to 26 weeks of unpaid leave during a single 12-month period under this policy. (See “Definitions” for a definition of covered service member and serious injury or illness)

An eligible employee may take service member family leave to care for a covered veteran who is the employee’s spouse, child, parent or next of kin and who is undergoing medical treatment, recuperation or therapy for a serious injury or illness. (See “Definitions” for a definition of covered veteran)

- Noncontinuous leave - Service member family leave may be taken all at once or, when medically necessary, intermittently or on a reduced leave schedule (see below).
- Certification process - The need for leave must be documented by the family member’s treating health care provider through our medical certification process (see below).

### **Providing Notice**

Failure to provide adequate notice may, in the case of foreseeable leave, result in a delay of leave. It is your responsibility to notify your manager and Human Resources of absences that may be covered by the FMLA.

You must provide sufficient information regarding the reason for an absence for FREEDOM PREP to know that protection may exist under this policy. Failure to provide this information will result in delay or forfeiture of rights under this policy. This means the absence may then be counted against your record for purposes of discipline for attendance or similar matters.

Generally, an application for leave must be completed for all leave taken under this policy. A nonemergency leave should generally be requested from Human Resources at least 30 days, or as soon as practical, in advance of the date the leave is expected to begin.

In cases of emergency, you (or your representative, if you are incapacitated) should give verbal notice as soon as possible, and the application form should be completed as soon as practical.

### **Medical Certification Process**

In addition to an application for leave, you will be required to complete a medical certification form when leave is for a family member’s or your own serious health condition. The certification form needs to be signed by the health care provider. The short term disability certification may be sufficient where the information required is duplicative. These forms are available from

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Human Resources. Second or third certifications from health care providers and periodic recertification at FREEDOM PREP’s or your expense may be required under certain circumstances.

We may also require periodic reports during federal FMLA leave regarding your status and intent to return to

## work. **Military Family Leave Certifications**

In addition to an application for leave, you will be required to complete a Certification of Qualifying Exigency for Military Family Leave form when leave is for a qualifying exigency. A copy of the military member's active duty orders or other military documentation may also be required to substantiate your need for FMLA leave.

If you request leave to care for a covered service member with a serious injury or illness, you will be required to complete a medical certification form, which must be signed by the service member's health care provider. The certification form will request additional information, such as information regarding the relationship between you and the covered service member, to substantiate your need for FMLA leave.

## **Noncontinuous Leave**

Intermittent or reduced leave will be permitted only when it is medically necessary or for a qualifying exigency, as explained above. In all cases, the total amount of leave taken in a calendar year should not exceed your total allotment as defined earlier in this policy.

Intermittent and reduced schedule leave must be scheduled with minimal disruption to an employee's job. To the extent possible, medical appointments and treatments related to an employee's or family member's serious health condition should be scheduled outside of working hours or at such times that allow for a minimal amount of time away from work.

If you request non-continuous federal FMLA leave which is foreseeable based on planned medical treatment for yourself, a family member or a covered service member, you may be required to transfer temporarily to an available alternative position offered by FREEDOM PREP for which you are qualified and which better accommodates recurring periods of leave than your regular employment position. You will be entitled to equivalent pay and benefits, but will not necessarily be assigned the same duties in the alternative position. This provision may also apply if FREEDOM PREP approves a noncontinuous leave for the birth of a child or the placement of a child for adoption or foster care.

## **Benefit Continuation During Leave**

FREEDOM PREP will maintain your group health plan coverage and certain other employment benefits (such as group life insurance, AD&D insurance, and health and dependent flexible spending accounts) during your FMLA leave on the same terms as if you had continued to work, if these benefits were provided to you before the leave was taken. You will be required to pay your regular contribution of premiums during your leave or your benefits can be declined. Contact Human Resources for an explanation of your options and payment schedule.

Benefits that are accumulated based upon hours worked will not accumulate during the period of FMLA leave.

In some instances, FREEDOM PREP may recover premiums it paid to maintain health plan coverage for an employee who fails to return to work from FMLA leave.

## **Returning to Work**

If the reason for FMLA leave is for your own serious health condition, you will be required to present a fitness-for-duty certification immediately upon return to work.

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If you wish to return to work before the scheduled expiration of FMLA leave, you must notify FREEDOM PREP of the change in circumstances as soon as possible, but no later than two working days prior to your desired return date.

If you exhaust all leave under this policy and are still unable to return to work, you must notify FREEDOM PREP as soon as possible. Your situation will be reviewed to determine what rights and protections might exist under other School policies.

### **Rights upon Return from Leave**

Upon return from family or medical leave, you will be returned to the position you held immediately prior to the leave, if the position is vacant. Certain exceptions exist for key employees, as defined by law. If the position is not vacant, you will be placed in an equivalent employment position with equivalent pay, benefits and other terms and conditions of employment.

The law provides that an employee on leave has no greater rights than the employee would have had if the employee had continued to work. Therefore, you may be affected by a layoff, termination or other job change if the action would have occurred had you remained actively at work.

### **Substitution of Paid Leave for Unpaid Leave**

Under the FMLA, employees may choose or employers may require use of accrued paid leave while taking FMLA leave. Contact Human Resources for further information.

### **Other Types of Leave**

If you do not qualify for the types of leave described in this policy, FREEDOM PREP may approve a personal leave of absence, depending on your circumstances. Except where mandated by law, we cannot guarantee that benefits will continue or that your position will remain open in your absence.

### **Definitions**

**Spouse**—A husband or wife as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into. This definition also includes an individual in a same-sex or common law marriage that was entered into in a state that recognizes these marriages. An opposite-sex, same-sex or common law marriage that was entered into outside of any state will be recognized if the marriage is valid in the place where it was entered into and the marriage could have been entered into in at least one state.

**Parent**—A biological parent, adoptive parent, stepparent, foster parent or an individual who provides or provided day-to-day care or financial support to the child. Parent does not include a parent-in-law under this law.

**Child**—A biological, adopted or foster child, stepchild, legal ward or a child who is receiving day-to-day care or financial support from the employee and is under the age of 18. Child also includes a person 18 years of age or older who is incapable of self-care because of a mental or physical disability. For military family or qualifying exigency leave, the child does not have to be a minor (under the age of 18) and can be of any age.

- **Incapable of self-care**—The child requires active assistance or supervision to provide daily self-care in three or more “activities of daily living,” or “instrumental activities of daily living,” including adaptive activities such as caring appropriately for one’s grooming and hygiene, bathing, dressing, eating or instrumental activities such as shopping, taking public transportation or maintaining a residence.
- **Physical or mental disability**—A physical or mental impairment that substantially limits one or more major life activity of the individual.

**Covered service member**— A 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 otherwise on the temporary disability retired list for a serious injury or illness.

**Covered veteran**—An individual who is undergoing medical treatment, recuperation or therapy for a serious injury or illness and who was a member of the Armed Forces (including the National Guard or Reserves), and was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

**Next of kin**—Used with respect to an individual, this means the nearest blood relative of that individual, other than the spouse, parent or child.

**Serious health condition**—Illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care in a hospital, hospice or residential medical care facility.
- A period of incapacity of more than three consecutive calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: 1) treatment two or more times within 30 days of the first day of incapacity, unless extenuating circumstances exist, by or under the orders of a health care provider; or 2) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of a health care provider. The first (or only) visit must occur in person within seven days of the first day of incapacity.
- Any incapacity due to pregnancy or for prenatal care.
- Chronic conditions causing incapacity requiring periodic treatment (at least twice a year) by or under the supervision of a health care provider, which continue over an extended period of time and may cause an episodic rather than a continuing period of incapacity (for example, asthma, diabetes and epilepsy).
- Permanent or long-term conditions causing incapacity and requiring continuing supervision for which treatment may not be effective (for example, Alzheimer's, a severe stroke or the terminal stages of a disease).
- Multiple treatments by or under the supervision of a health care provider either for restorative surgery after an accident or other injury or for a condition that would likely result in a period of incapacity of more than three calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy), severe arthritis (physical therapy) or kidney disease (dialysis).

**Serious Injury or Illness**—can be:

- In the case of a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank or rating.
- In the case of a veteran who was a member of the armed forces, including a member of the National Guard or Reserves, an injury or illness incurred by the member in the line of duty on active duty in the armed forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the armed forces) and that manifested itself before or after the member became a veteran and is:
  - A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the armed forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank or rating;
  - A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability Rating (VASRD) of 50 percent or greater, and such VASRD rating is based, in whole or in part, on the condition precipitating the need for servicemember family leave;
  - A physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or



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- An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

### Qualifying Exigency—including:

- Short-notice deployment (seven days or less)
- Military events and related activities
- Child care and school activities
- Financial and legal arrangements
- Counseling
- Rest and recuperation (up to 15 days)
- Post-deployment activities
- Parental care
- Additional activities agreed to by FREEDOM PREP and the employee

### Alabama Adoption Promotion Leave

Under the Alabama Adoption Promotion Act, if your employer provides paid leave for biological parents, you are also entitled to paid leave if you are an adoptive parent. Similarly, the law also mandates unpaid leave for biological and adoptive parents covered by the federal Family and Medical Leave Act (FMLA).

#### Eligibility

You qualify for this leave if you are eligible for federal FMLA.

#### Paid Leave

Under the law, if you work for an employer that provides paid leave for the birth and care of your biological children, you may also claim equivalent paid leave or two weeks' paid leave (whichever is less) for the care of children placed with you for adoption during the first year after placement. Intermittent leave is available only if there is an agreement between FREEDOM PREP and you.

Under state law, FREEDOM PREP is required only to provide the leave to one adoptive parent when both parents work for FREEDOM PREP.

### Military Service Leave Policy

FREEDOM PREP provides military leave to eligible employees in compliance with federal and state laws, including the federal Uniformed Services Employment and Reemployment Rights Act (USERRA). Questions regarding FREEDOM PREP's military leave policy should be directed to Human Resources.

Employees should notify their managers as soon as they become aware of a military service

obligation. **Federal Military Leave**

### Leave for Annual Training

If you are members of the U.S. Army, Navy, Air Force, Marines or Coast Guard Reserves or the National Guard you may be granted leaves of absence for the purpose of participating in Reserve or National Guard training programs.

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You will be granted the minimum amount of leave needed to meet the minimum training requirements of your unit. You will not be required to use vacation time for military duty, but if you elect to schedule your vacations to coincide with military duty, you will receive your full regular vacation pay in addition to any pay from the military.

In recognition of the public service performed by Reservists and members of the National Guard, you will receive the difference between your regular pay and your service pay, excluding any military subsistence allowance or other expense allowances during the training period. If state law requires a different arrangement, FREEDOM PREP will comply with state law. Please contact Human Resources with any questions.

### **Leave for Military Service**

If you are a permanent employee who performs service in the uniformed services, you may be granted leaves of absence for the purpose of participating in military service. Under USERRA, “uniformed services” consists of the U.S. Army, Navy, Marine Corps, Air Force and Coast Guard and their Reserve components, U.S. National Guard and Air National Guard, the Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency.

You will be granted leave as required to complete the military service, for up to five years of cumulative uniformed service related absences. Some special categories of military service are exempt from this five-year limit.

Please note that:

- Employees with leaves of less than 31 days must report back to work by the beginning of the first regularly scheduled work period after the end of the last calendar day of service, plus the time required to return home safely and have an eight-hour rest period.
- Employees with leaves between 31 and 180 days must apply for re-employment no later than 14 days after completion of uniformed service. Employees with leaves longer than 180 days must apply for re-employment no later than 90 days after completion of uniformed service.

These reporting or application deadlines can be extended for persons who are hospitalized or convalescing because of an injury or illness incurred or aggravated during the performance of military service.

Returning service members will be reemployed in the job that they would have attained had they not been absent for military service, with the same seniority, status and pay, as well as other rights and benefits determined by seniority (escalator position). FREEDOM PREP will make reasonable efforts (such as training or retraining) to enable returning service members to refresh or upgrade their skills to help them qualify for reemployment. However, certain exceptions apply and service members may be placed in an alternative reemployment position if they cannot qualify for the escalator position.

Reemployed service members are entitled to the seniority and rights and benefits based on seniority that they would have attained with reasonable certainty had they remained continuously employed.

During a period of military service, employees will be treated as if they are on a furlough or leave of absence. Consequently, during their period of service they are entitled to participate in any rights and benefits not based on seniority that are available to employees on comparable nonmilitary leaves of absence.

If your health plan coverage would terminate because of an absence due to military service, you may elect to continue the health plan coverage for up to 24 months after the absence begins or for the period of service (plus the time allowed to apply for reemployment), whichever period is shorter. You may be required to pay up to 102% of the full premium for the coverage. However, if the military service is for 30 or fewer days, you cannot be required to pay more than the normal employee share of any premium.

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### **Military Caregiver Leave Policy**

The FMLA also allows an eligible employee who is the spouse, son, daughter, parent or next of kin of a member of the Armed Forces, National Guard or Reserves or of certain recent veterans with a serious illness or injury, up to 26 weeks of unpaid leave within a 12-month period to care for the injured or ill service member or veteran. A “serious illness or injury” is generally an injury or illness incurred by the covered service member in the line of duty on active duty (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty) that may render the service member medically unfit to perform the duties of the member’s office, grade, rank or rating.

An eligible employee is entitled to a combined total of 26 workweeks of military caregiver leave and leave for any other FMLA qualifying reason in a single 12-month period, provided that the employee may not take more than 12 weeks of leave for any other FMLA-qualifying reason during this period. (For example, in the single 12-month period an employee could take 12 weeks of FMLA leave to care for a newborn child and 14 weeks of military caregiver leave, but could not take 16 weeks of leave to care for a newborn child and 10 weeks of military caregiver leave.) Generally, you must give FREEDOM PREP at least 30 days’ notice before the commencement of any military caregiver leave.

### **Qualifying (Military) Exigency Leave Policy**

The FMLA also provides for up to 12 weeks of unpaid leave within a 12-month period when an eligible employee’s spouse, son, daughter or parent is on (or has been notified of an impending call to) “covered active duty” in the Armed Forces. (“Covered active duty” for members of a regular component of the Armed Forces means duty during deployment of the member with the Armed Forces to a foreign country. “Covered active duty” for members of the U.S. National Guard and Reserves means duty during deployment of the member with the Armed Forces to a foreign country under a call or order to active duty in a contingency operation.) The leave may also be extended to the family members of certain retired military. This leave may be used to take care of such things as child care or financial and legal arrangements necessitated by the deployment of the family member.

### **Break Time for Nursing Mothers Policy**

The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. FREEDOM PREP will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

### **Bereavement Leave Policy**

Employees will receive up to 3 days of paid time off in the event of the death of a member of their immediate family. Immediate family – spouse, parents, children, grandparents, grandchildren, brothers, sisters, mother-in-law, father-in-law, daughter -in-law, son-in-law, brother-in-law, sister-in-law, aunts and uncles.

## **Religious Observance Policy**

Federal and state equal opportunity laws generally require employers to accommodate the religious beliefs of employees, but do not require them to provide paid leave. FREEDOM PREP respects your religious beliefs, however, and therefore, will provide one (1) day of paid leave to employees who, for religious reasons, must be away from the office on days of normal operation. This leave must be requested through the department manager two weeks prior to the event.

## **Appearing as a Witness Policy**

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An employee called to appear as a witness will be permitted time off to appear, but without pay. Employees will be permitted to use accrued paid or unpaid time off when appearing as witnesses.

## **Voting Policy**

FREEDOM PREP encourages all employees to vote. FREEDOM PREP will permit you to take up to one hour of leave to vote, unless you have one hour of non-working time during the time the polls are open. Voting leave will not be deducted from your wages.

To be eligible for voting leave, you must request the leave prior to Election Day. Please note that FREEDOM PREP may specify the time during which you may use voting leave.

## **Employee benefits**

### **Medical Plan**

FREEDOM PREP offers a medical plan to all eligible employees. Details of the plan(s) may be found in the benefit booklets. This Handbook does not constitute such a legal document. FREEDOM PREP offers medical coverage for eligible employees and their eligible dependents. Your Summary Plan Description (SPD) contains more details. In the event of any conflict between the information contained in this Handbook and in FREEDOM PREP's SPDs, the SPDs shall govern. The plan(s) is subject to change at FREEDOM PREP's discretion.

### **Dental Plan**

FREEDOM PREP offers a dental plan for eligible employees. Please refer to the dental Summary Plan Description for an explanation of the plan benefits and limitations.

### **Life Insurance Plan**

Eligible employees are automatically enrolled in a group term life insurance program. Enrollees may designate or change the beneficiary for this policy at any time. FREEDOM PREP pays the premium for this program. The face value of this benefit is equal to one times the employee's annual salary. For details, please refer to the plan SPD.

## **Employee Contributions Policy**

FREEDOM PREP's benefit package is contributory; that is, you are responsible for a portion of the premium for your benefits.

A portion of the premium, up to a maximum per month, is contributed by FREEDOM PREP. Your contributory cost is deducted from your paycheck.

### **Long-term Disability Plan (LTD)**

Long-term disability coverage is a voluntary benefit that may be made available to employees. This benefit would pay a portion of your regular salary for an extended period of time. LTD is employee-specific. If you elect this type of coverage, please refer to the LTD Summary Plan Description for an explanation of the plan benefits and limitations.

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### **General Employee Benefits Policy**

This section describes the benefits provided by FREEDOM PREP and information on your eligibility for benefits. Details regarding each benefit plan are contained in FREEDOM PREP's Benefit Booklet. Benefit plans governed by the federal Employee Retirement Income Security Act (ERISA) may be further described in formal Summary Plan Descriptions or other legal documents, which are available for your review in Human Resources.

Employees meeting the eligibility criteria for particular benefits may participate in the various insurance programs offered by FREEDOM PREP. You may review the eligibility criteria for each benefit in FREEDOM PREP's Benefit Booklet and/or the Summary Plan Description for the particular benefit. Periodically there will be an Open Enrollment period (described below). If you decline to participate in these programs on your initial eligibility date, you may request entry into the plan during Open Enrollment or Special Enrollment (described below).

### **Short-term Disability Plan**

A short-term disability plan is provided for eligible employees. Please refer to the STD Summary Plan Description for an explanation of the plan benefits and limitations.

### **Vision Plan**

FREEDOM PREP offers a vision plan for eligible employees. Please refer to the vision Summary Plan Description for an explanation of the plan benefits and limitations.

### **Workers' Compensation Insurance**

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers' compensation insurance, provided by FREEDOM PREP and based on state regulations. The amount of benefits payable, as well as the duration of payments, depends upon the nature of your injury or illness. However, all medical expenses incurred in connection with an on-the-job injury or illness and partial salary payments are paid in accordance with applicable state law. If you are injured or become ill on the job, you must immediately report the injury or illness to Human Resources. This ensures that FREEDOM PREP can help you obtain appropriate medical treatment. Your failure to follow this procedure may delay your benefits or may even jeopardize your receipt of benefits. Questions regarding workers' compensation insurance should be directed to Human Resources.

## **Expenses & reimbursement**

### **Parking Reimbursement**

Employees may be reimbursed for business-related parking expenses up to the established maximum rate of \$25. However, these expenses will only be reimbursed if properly documented.

### **Company-Issued Credit Cards Policy**

FREEDOM PREP may issue company credit cards to certain employees for business use as necessary in connection with the employee's job duties. Use of company-issued credit cards is a privilege, which FREEDOM PREP may withdraw at any time.

Any credit card issued to an employee by FREEDOM PREP must be used for business purposes only. Personal purchases of any type are not allowed and will not be reimbursed. Expenses for lodging and meals while on company-approved business trips are considered business purchases, as long as such expenses are consistent with FREEDOM PREP's travel and expense

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reimbursement policy.

Employees are expected to exercise discretion and good judgment when incurring business expenses and to report expenses on a timely basis with appropriate documentation. If there is any question as to whether a particular purchase qualifies as a business expense, the employee should consult his or her manager before incurring the expense. Employees are responsible for any unauthorized purchases deemed by FREEDOM PREP to be for personal use.

Employees must pay School credit card balances when due. Expenses will not be reimbursed unless the employee submits a written expense report in a timely manner.

### **Rental Cars**

Automobile rentals should be limited to situations where other means of transportation are not practical, economical or available. Travelers are encouraged to choose compact or midsize cars whenever possible. Rental car expenses are eligible for reimbursement if properly documented. If you need more information regarding rental cars, contact your immediate supervisor, designated manager or Human Resources.

**Note:** Travelers should refill gas tanks before returning the vehicles. Rental companies levy a charge for refueling, far more than the price of gas. Avoid drop charges by returning the vehicle to the renting location. Compare the cost of air travel versus driving and drop charges.

### **Limousine or Taxi Service**

Limousine or taxicab service to and from airports should only be used when other means of transportation are not practical or available. Limousine or taxicab service expenses are eligible for reimbursement if properly documented.

### **Air Travel**

Air travel expenses are reimbursed on the basis of the actual cost incurred by the traveler using normally traveled routes. Be sure to make reservations in advance, as most discounted fares are available when purchased several days prior to departure. Also, be

flexible in selection of airlines and flight time. Finally, please note that air travel expenses will only be reimbursed if properly documented.

### **Public Transit Reimbursement**

Employees may find it convenient and cost-effective to use light rail train or bus transportation for business-related purposes instead of driving. Public transit expenses are eligible for reimbursement if properly documented.

### **Accommodations**

Travelers are strongly encouraged to use standard accommodations at reasonably priced mid-market hotels or motels. Expenses for these accommodations are eligible for reimbursement if properly documented.

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### **Payroll**

#### **Pay Period**

Employees are paid on the 30<sup>th</sup> of each month (monthly). If the 30<sup>th</sup> or last day of the month falls on a Saturday, or Sunday employees are paid the Friday before the 30<sup>th</sup> of that month.

#### **Garnishment of Wages**

Garnishment is a remedy available to creditors, to allow them to collect from debtors who do not voluntarily pay. FREEDOM PREP complies with court orders received to garnish an employee's wages. Employees will receive written notification of garnishment.

FREEDOM PREP hopes that its employees will manage their financial affairs so that it will not be obligated to execute any court ordered wage garnishments. However, when an employee's wages are garnished by court order, FREEDOM PREP is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck.

FREEDOM PREP will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an employee's paycheck.

A \$3.00 service fee may be charged per check written to cover the administration of the above, if permitted by the judgment of garnishment.

#### **Direct Deposit**

FREEDOM PREP pays employees via direct deposit only. All new employees are required to enroll in direct deposit through Paylocity. New employees will have the opportunity to sign-up for direct deposit at new hire processing. Employees are able to make changes to direct deposit, tax information, and address changes in Paylocity.

If a delay in enrollment occurs, you will receive your pay through an alternate means.

Please note: You can only have your pay direct deposited into one bank account. For more information, contact the Payroll Department.

## **Deductions**

All deductions will be shown on each individual employee's pay stub. Employees should keep their pay stubs for record keeping purposes. FREEDOM PREP will withhold the following from your paycheck:

## **Taxes**

Federal, state and local taxes, as required by law, as well as the required FICA (Social Security and Medicare)

payments. **Insurance**

Your contribution to health insurance or other insurance premiums for yourself and any eligible family members or to other contributory benefit programs.

## **Year End (W-2) Form**

Employees will receive a W-2 by January 31st of every calendar year. Log into the **Paylocity** portal to see your W-2.

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## **Changes in Tax Withholdings (W-4)**

Employees must complete a W-4 form to change tax withholdings. Log into the **Paylocity** portal to make changes to your W-4.

## **Correction of Payroll Errors**

Employees are expected to carefully review their payroll information on an on-going basis and to immediately report suspected errors to your payroll preparer. The payroll preparer will work with the appropriate payroll associate to resolve the issue.

The Payroll Department will process a special pay run for underpayments greater than 10% of the employee's base pay. The underpayment will be direct deposited into the employees account.

Please note: When the Payroll Department processes supplemental pay of outside the normal pay date, funds are sent for direct deposit. It can take up to 48 hours before the funds are available in the employee's bank.

Premium Pay hours not processed. This category includes overtime, shift differential and other pay types that are in addition to an employee's regular pay. If these items are missing from an employee's timesheet and pay, they will be paid on the next scheduled check run.

## **Final Pay**

FREEDOM PREP will pay all employees through their last day of employment.

Unused, Accrued Vacation Time: Employees will **NOT** receive pay for any accrued, but unused vacation time, unless they have been at a dean or above at the school level **OR** a manager or above at the Network level **AND** have been at Freedom Prep for 5 or more years. Any accrued, but unused vacation time will be paid out up to a maximum of 120 hours.

Unused, Accrued Sick Days: Employees will **NOT** receive pay for any unused sick days. Employees will receive their final



pay according to the normal payroll processing cycle, or in accordance with applicable wage laws. Sick balances are not rolled into retirement plans.