

Philadelphia Charter Academy

This handbook has been written to serve as the guide for the employer/associate relationship. This handbook applies to faculty and staff at Philadelphia Charter Academy. Certain individuals who are not associates of Philadelphia Charter Academy, but who work on premises, such as independent contractors and associates of the local school district or board of education, are also expected to comply with the terms and conditions of this handbook. The handbook sets standards of conduct for individuals who work on premises.

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SECTION 1

Handbook Disclaimer

This handbook has been written to serve as the guide for the employer/associate relationship. This handbook applies to faculty and staff at Philadelphia Charter Academy. Certain individuals who are not associates of Philadelphia Charter Academy, but who work on premises, such as independent contractors and associates of the local school district or board of education, are also expected to comply with the terms and conditions of this handbook. The handbook sets standards of conduct for individuals who work on premises. Unless otherwise indicated, a benefit, policy, program, or procedure applies or is available to ALL associates.

This handbook contains only general information and guidelines. It is not intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your supervisor or the Human Resources Department. You are responsible for reading, understanding, and complying with the provisions of this Manual. Our objective is to provide you with a work environment that is constructive to both personal and professional growth. Changes will be effective on the dates determined by the Company, and after those dates, all superseded policies will be null. Neither this handbook nor any other Philadelphia Charter Academy document (except an executed employment contract), confers any contractual right, either express or implied, to remain in Philadelphia Charter Academy employ, nor does it guarantee any fixed terms and conditions of your employment. Except as otherwise provided in an executed contract of employment, your employment is not for any specific time, may be terminated at will, with or without cause, and without prior notice, by Philadelphia Charter Academy or you may resign for any reason at any time.

No supervisor or other representative of Philadelphia Charter Academy (except the Principal) has the authority to enter into any agreement for employment for any specified period, or to make any agreement contrary to the above. Second, the procedures, practices, policies and benefits described here may be modified or discontinued from time to time with or without advanced notice. We will try to inform you of any changes as they occur.

Finally, this handbook contains proprietary information that should not be disclosed outside Philadelphia Charter Academy, other than to individuals affiliated with Philadelphia Charter Academy whose knowledge of the information is required in the normal course of business.

School Philosophy, Mission and Goals

Philadelphia Charter Academy is dedicated to achieving excellence in education. Its mission is founded on the belief that all children can learn. Its major objective is to motivate all students to be

fully aware of their individual capabilities and potential and to stimulate their effort toward lifelong learning as competent and productive human beings.

Inherent in the mission is the development of high levels of competence in basic skills; the appreciation of human values, attitudes, and cultures; the fostering of independent thinking; the cultivation of understanding and appreciation of individual differences; and improving the ability to adapt to the technological changes of society.

The essential components of this educational process are intellectual, social, and ethical development. Of primary concern are the elements of thought: perception, analysis, diagnosis, comprehension, judgment, and synthesis. These elements constitute the basic dimensions of "learning to learn."

There shall be a printed statement of educational goals that describes current expectations of student achievement upon completion of a program of studies in the Philadelphia Public Schools. These statements shall include:

1. The development of competence in reading, writing, speaking, listening, mathematics, science, reasoning, life skills, computer literacy, social studies, foreign languages, the arts, and physical and health education.
2. The development of human values emphasizing interdependence among people *as well as understanding and appreciation of other social, cultural, racial, ethnic and religious groups* .
3. The development of understanding of and participation in our democratic form of government.
4. The development of career preparation, *knowledge, skills, and attitudes*.
5. This statement shall be available in every classroom and office as well as available to the public and shall serve as an official guide to the staff for program development and implementation.

The achievement of the above goals requires that the School District:

1. Provide a variety of educational programs to meet the specific needs of individual students, including Special Education, Early Childhood, *Bi-lingual* and Alternative Programs
2. Provide multi-racial and multi-cultural opportunities for all students
3. Implement a comprehensive program in career education
4. Improve staff performance at managerial, instructional, and supportive service levels
5. Encourage improvement in student and staff attendance and punctuality
6. Provide a safe, clean, supportive physical, social, and emotional environment for learning.
7. Develop and promote greater economy, efficiency, and effectiveness throughout the School system
8. Provide for the meaningful involvement of parents and the total community in the educational process
9. Implicit in this statement is the requirement that each staff member accept responsibility for the accomplishment of these goals.

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SECTION 1

1.1 EMPLOYMENT APPLICATIONS

We rely upon the accuracy of information contained in the employment application and 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.

1.2 OPEN COMMUNICATIONS POLICY

We want to hear from you. Philadelphia Charter Academy strongly encourages associate participation in decisions affecting them and their daily professional responsibilities. We truly believe that our greatest strength lies in our associates and our ability to work together. To this end, we encourage you to engage in open communications about all aspects of our organization.

Associates are encouraged to openly discuss with their supervisor any problems or suggestions so appropriate action may be taken. If the supervisor cannot be of assistance, the Chief Executive Officer is available for consultation and guidance. Philadelphia Charter Academy is interested in all of our associates' success and happiness. We, therefore, welcome the opportunity to help associates whenever feasible.

SECTION 2

YOUR EMPLOYMENT

2.9 AT WILL EMPLOYMENT

All employment at Philadelphia Charter Academy is "at will." This means that both associates and Philadelphia Charter Academy have the right to terminate employment at any

time, with or without advance notice (although we request and try to give thirty days' notice), and with or without cause. No one other than the Principal has the authority to alter this arrangement, to enter into an agreement for employment for a specified period, or to make any agreement contrary to this policy, and any such agreement must be in writing and must be signed by the Principal. In addition, Philadelphia Charter Academy maintains a highly flexible culture. Given the entrepreneurial nature of Philadelphia Charter Academy, an associate's position and/or position description may be changed at any given time by his or her supervisor. Nothing in this manual is intended to change this policy. However, Philadelphia Charter Academy will not discharge an associate who has legitimately invoked the Whistleblower Protection policy; for exercising their right to vote or to their political affiliation; answering the call for military duty; exercising their right of association;

answering the call to jury duty; for filing a workers' compensation claim; or for receiving an order for wage garnishment.

2.10 STATUS

An "associate" of Philadelphia Charter Academy is a person who regularly works on a wage or salary basis. "Associates" may include exempt, non-exempt, regular fulltime, and regular part-time persons. "Associates" may also include temporary persons and others, employed with a related party or third party, who is subject to the control and direction of Philadelphia Charter Academy in the performance of their duties with respect to particular parts of the human resources policy.

EXEMPT

Associates whose positions meet specific criteria established by the Fair Labor Standards Act (FLSA) and who are exempt from overtime pay requirements.

NON-EXEMPT

Associates whose positions do not meet FLSA criteria and who are paid one and one-half their regular rate of pay for hours worked in excess of 40 hours per week.

REGULAR FULL-TIME

Associates who have completed the 30-day probationary period and who are regularly scheduled to work 35 or more hours per week. Generally, they are eligible for the Philadelphia Charter Academy benefit package, subject to the terms, conditions, and limitations of each benefit program.

REGULAR PART-TIME

Associates who have completed the 30-day probationary period and who are regularly scheduled to work less than 35 hours per week.

TEMPORARY (FULL-TIME or PART-TIME)

Those whose performance is being evaluated to determine whether further employment in a specific position or with Philadelphia Charter Academy is appropriate or individuals who are hired as interim replacements to assist in the completion of a specific project or for vacation relief. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary associates retain that status until they are notified of a change. They are not eligible for any of Philadelphia Charter Academy benefit programs.

2.11 CRIMINAL HISTORY AND EDUCATIONAL HISTORY

As a condition of their employment, all associates are required to submit to a criminal history review. A criminal history review through the [Insert State Name] Department of Public Safety and Corrections, Office of State Police, Bureau of Criminal Identification, shall be administered. The criminal history review shall include a fingerprint check and simultaneous FBI check. Individuals, who refuse to submit to a criminal history review or whose criminal history review reveals that they have been convicted of a crime or violated

the law, may not be offered employment and/or may be subject to termination. Individuals whose criminal history review reveals that they have been convicted of a felony will not be offered employment and/or will be terminated. No person employed or otherwise associated with a Philadelphia Charter Academy charter school, including members of the Board of Trustees, who has been convicted of or has pleaded nolo contendere to a crime related to misappropriation of funds or theft shall be engaged in direct processing of charter school funds.

Associates are required to provide official transcripts or submit to an educational verification search to verify units earned/degree received or in-service hours. These requirements must be completed prior to beginning employment, and the information must be submitted to Human Resources. To the extent permitted by law, Philadelphia Charter Academy may require that these costs be borne by the associate. Individuals whose educational background differs from that of the job description will not be considered for employment.

2.12 CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

Just as Philadelphia Charter Academy expects the highest personal conduct from our students, we expect you to conduct business according to the highest ethical standards of conduct. Associates are expected to devote their best efforts to the interests of Philadelphia Charter Academy recognizes your right to engage in activities outside of your employment which are of a private nature and unrelated to our business. However, you must disclose any possible conflicts so that Philadelphia Charter Academy may assess and prevent potential conflicts of interest from arising. Please disclose actual or potential conflicts of interest, in writing, to your supervisor. A potential or actual conflict of interest occurs whenever an associate is in a position to influence a decision that may result in a personal gain for the associate or an immediate family member (i.e., spouse or significant other, children, parents, siblings) as a result of the Philadelphia Charter Academy business dealings.

Although it is not possible to specify every action that might create a conflict of interest, this policy sets forth the ones that most frequently present problems. If you have any question whether an action or proposed course of conduct would create a conflict of interest, you should immediately contact your supervisor to obtain advice on the issue. The purpose of this policy is to protect you from any conflict of interest that might arise. A violation of this policy will result in immediate and appropriate discipline, up to and including immediate termination.

Outside Employment

If you are a full time associate, we expect that you devote your full professional effort to your position at Philadelphia Charter Academy. If you wish to participate in outside work activities, you are required to obtain written approval from the Principal prior to starting those activities. Approval will be granted unless the activity conflicts with Philadelphia Charter Academy interest. In general, outside work activities are not allowed when they:

- *Prevent you from fully performing work for which you are employed at Philadelphia Charter Academy;*
- *Involve organizations that are doing or seek to do business with Philadelphia Charter Academy, including actual or potential vendors; or*
- *Violate provisions of law or Philadelphia Charter Academy policies or rules.*

In cases of conflict with any outside activity, your obligations to Philadelphia Charter Academy must be given priority. Full-time associates are hired and continue in Philadelphia Charter Academy employ with the understanding that Philadelphia Charter Academy is their primary employer and that other employment, commercial involvement or volunteer activity, which is in conflict with the business interests of Philadelphia Charter Academy, is strictly prohibited.

Raising student achievement is hard work! Meeting goals and objectives at Philadelphia Charter Academy will probably require you to work beyond your normally scheduled hours. Philadelphia Charter Academy asks that full-time associates perform this work as the project demands.

2.13 IMMIGRATION LAW COMPLIANCE

Philadelphia Charter Academy employs only United States citizens and those non-U.S. citizens authorized to work in the United States in compliance with the Immigration Reform and Control Act of 1986.

Each new associate, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former associates who are rehired must also complete the form if they have not completed an I-9 with Philadelphia Charter Academy within the past three years or if their previous I-9 is no longer retained or valid.

2.14 WORK PRODUCT OWNERSHIP

Please be aware that Philadelphia Charter Academy retains legal ownership of the product of your work. No work product created while employed by Philadelphia Charter Academy can be claimed, construed, or presented as property of the individual, even after employment by Philadelphia Charter Academy has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system code, and also any concepts, ideas, or other intellectual property developed for Philadelphia Charter Academy, regardless of whether the intellectual property is actually used by Philadelphia Charter Academy. Although it is acceptable for you to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume), please bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Philadelphia Charter Academy.

2.15 PUBLIC RELATIONS

The success of Philadelphia Charter Academy depends upon the quality of the relationships between Philadelphia Charter Academy, its associates, students, parents and the general public. The public impression of Philadelphia Charter Academy and its interest in Philadelphia Charter Academy will be formed, in part, by Philadelphia Charter Academy associates. Philadelphia Charter Academy associates are ambassadors. The more goodwill an associate promotes, the more associates, students, parents and the public will respect and appreciate the associate, Philadelphia Charter Academy, and Philadelphia Charter Academy services.

Below are the building blocks for our continued success and several things associates can do to help leave people with a good impression of, Philadelphia Charter Academy.

- *Communicate with parents regularly.*
- *Act competently and deal with others in a courteous and respectful manner.*
- *Communicate pleasantly and respectfully with other associates at all times.*
- *Follow up on requests and questions promptly, provide businesslike replies to inquiries and requests, and perform all duties in an orderly manner. Respond to e-mail and voice mail within 24 hours during the workweek.*
- *Take great pride in their work and enjoy doing their very best.*

2.16 WHISTLEBLOWER POLICY

Philadelphia Charter Academy is committed to maintaining a workplace where associates are free to raise good faith concerns regarding the business practices, the welfare of its people (students, staff, faculty, administration, board, stakeholders), and the security of its environment. Specifically: (1) reporting suspected violations of law, including but not limited to federal laws and regulations; (2) providing truthful information in connection with an inquiry or investigation by a court, agency, law enforcement, or other governmental body; and (3) identifying potential violations of Philadelphia Charter Academy policy, specifically the policies contained in Philadelphia Charter Academy Associate Handbook.

An associate who wishes to report a suspected violation of law or Philadelphia Charter Academy policy may do so confidentially by contacting the School Principal or the director of the Human Resources department.

Philadelphia Charter Academy expressly prohibits any form of retaliation, including harassment, intimidation, adverse employment actions, or any other form of retaliation, against associates who raise suspected violations of law, cooperate in inquiries or investigations, or identify potential violations of Philadelphia Charter Academy. Any associate who engages in retaliation will be subject to discipline, up to and including termination.

Any associate who believes that he or she has been subjected to any form of retaliation as a result of reporting a suspected violation of law or policy should immediately report the retaliation to one of the following, the associate's immediate supervisor, an administrator, Principal or a member of the board of directors. Supervisors, managers, and Human Resources staff members who receive complaints of retaliation must immediately inform the Principal.

Reports of suspected violations of law or policy and reports of retaliation will be investigated promptly and in a manner intended to protect confidentiality, consistent with a full and fair investigation. The Principal and a member of Philadelphia Charter Academy management will conduct or designate other internal or external parties to conduct the investigations. The investigating parties will notify the concerned individuals of their findings directly.

SECTION 3.

EMPLOYMENT POLICIES & PROCEDURES

3.13 EQUAL EMPLOYMENT OPPORTUNITY

Equal Employment Opportunity is a fundamental principle at Philadelphia Charter Academy, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, national origin, age, disability, political affiliation or belief or any beneficiary of any program financially assisted under Title I of the Workforce Investment Act of 1998 (WIA) on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or on the basis of his/her participation in any Virginia Department of Labor program or activity veteran status, genetic predisposition or carrier status, pregnancy or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The Human Resource Manager has overall responsibility for this policy and maintains reporting and monitoring procedures. Associates' questions or concerns should be referred to their supervisor or the HR Manager.

Appropriate disciplinary action may be taken against any associate willfully violating this policy.

3.14 DISABILITY ACCOMODATION

Philadelphia Charter Academy is committed to complying with all applicable provisions of federal, state and local laws prohibiting discrimination because of disability. It is Philadelphia Charter Academy policy not to discriminate against any qualified associate or applicant with regard to any terms or conditions of employment because of such individual's

disability or perceived disability so long as the associate can perform the essential functions of the job. Consistent with this policy of nondiscrimination, Philadelphia Charter Academy will provide reasonable accommodations to a qualified individual with a disability who has made Philadelphia Charter Academy aware of his or her disability, provided that such accommodation does not constitute an undue hardship on Philadelphia Charter Academy.

Associates with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Human Resource Manager. Philadelphia Charter Academy encourages individuals with disabilities to come forward and request reasonable accommodation.

Consistent with the non-discrimination in employment policy, all students of Philadelphia Charter Academy are admitted, are accorded rights and privileges, and have access to programs and activities made available to them at Philadelphia Charter Academy in a non-discriminatory manner. Philadelphia Charter Academy does not discriminate in the administration of its educational policies and admission policies; athletic and other school-administered programs. All testing and evaluation materials and procedures used for the purpose of evaluation, testing, and assessments and/or for placement of children with disabilities are selected and administered so as not to be discriminating.

3.15 HARASSMENT

It is the policy of Philadelphia Charter Academy to ensure equal employment opportunity without discrimination or harassment based on race, color, religion, sex, sexual orientation, age, disability, marital status, citizenship or any other characteristic protected by law. Philadelphia Charter Academy prohibits any such discrimination or harassment. It is our mission to provide a professional work and learning environment free of harassment that maintains equality, dignity, and respect for all. It shall be a violation of this policy for any student, teacher, administrator or other associate of the charter school to harass a student, teacher, administrator or other associate through conduct or communication. This policy applies to all applicants and associates, whether related to conduct engaged in by fellow associates or someone not directly connected to Philadelphia Charter Academy (e.g., an outside vendor, consultant or customer). Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

What is Harassment?

Harassment can take many forms. As used in this Associate Handbook, the term "harassment" includes:

- *Offensive remarks, comments, jokes or slurs pertaining to an individual's race, religion, sex, age, national origin or ancestry, disability, citizenship, veteran status or any other protected status defined by law.*
- *Offensive sexual remarks, sexual advances, flirtations, or requests for sexual favors regardless of the gender of the individuals involved.*

- *Offensive physical conduct, including touching, regardless of the gender of the individuals involved, including threats of harm, violence or assault.*
- *Offensive pictures, including drawings, photographs, or other communications, including e-mail.*
- *Threatening reprisals of an associate's refusal to respond to requests for sexual favors or for reporting a violation to this policy.*
- *Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, regardless of gender, when:*
 - *Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.*
 - *Submission to, or rejection of, such conduct by an individual is used as a basis of employment decisions affecting such individual.*
 - *Such conduct has the purpose or effect of substantially interfering with the individual's work performance or creating an intimidating, hostile or offensive working environment.*

Responsibility

All Philadelphia Charter Academy associates have a responsibility for keeping our work environment free of harassment.

Reporting

Philadelphia Charter Academy encourages reporting of all perceived incidents of discrimination, harassment or retaliation, regardless of the offender's identity or position. Individuals who believe that they have been the victim of such conduct should discuss their concerns with their immediate supervisor, an administrator, the Principal, or a member of the board of directors. In addition, Philadelphia Charter Academy encourages individuals who believe they are being subjected to such conduct promptly to advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. Philadelphia Charter Academy recognizes, however, that an individual may prefer to pursue the matter through informal or formal complaint procedures. Every effort will be made to keep such reports as confidential as possible, although it is understood that an investigation will normally require the involvement of third parties. Philadelphia Charter Academy is serious about enforcing its policy against harassment. However, Philadelphia Charter Academy cannot resolve a harassment problem that it does not know about. Therefore, associates are responsible for bringing any such problems to Philadelphia Charter Academy attention so it can take whatever steps are necessary to correct the problems.

Investigation/Complaint Procedure

All complaints of harassment will be promptly investigated. If the investigation substantiates the accusations, the appropriate corrective action will be taken. This may include, but not be limited to, reprimand, suspension or dismissal, depending on the nature and severity of the offense. Appropriate action will also be taken in the event the accusations are intentionally false or malicious in intent.

Informal Procedure: *If for any reason an individual does not wish to address the offender directly, or if such action does not successfully end the offensive conduct, the individual should notify his/her immediate supervisor and/or the Director of Human Resources who may, if the individual so requests, talk to the alleged offender on the individual's behalf. In addition, there may be instances in which an individual seeks only to discuss matters with one of the Philadelphia Charter Academy designated representatives, and such discussion is encouraged. An individual reporting harassment, discrimination or retaliation should be aware; however, that Philadelphia Charter Academy may decide it is necessary to take action to address such conduct beyond an informal discussion. This decision will be discussed with the individual. The best course of action in any case will depend on many factors and, therefore, the informal procedure will remain flexible. Moreover, the informal procedure is not a required first step for the reporting individual.*

Formal Procedure: *As noted above, individuals who believe they have been the victims of conduct prohibited by this policy statement or believe they have witnessed such conduct should discuss their concerns with the Director of Human Resources. Philadelphia Charter Academy encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken before relationships become irreparably strained. Therefore, while no fixed reporting period has been established, early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment.*

Any reported allegations of harassment, discrimination or retaliation will be investigated promptly. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action. Misconduct constituting harassment, discrimination or retaliation will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reassignment, temporary suspension without pay or termination, as Philadelphia Charter Academy believes appropriate under the circumstances. If a party to a complaint does not agree with its resolution, that party may appeal to Philadelphia Charter Academy Principal. False and malicious complaints of harassment, discrimination or retaliation as opposed to complaints, which, even if erroneous, are made in good faith, may be the subject of appropriate disciplinary action.

Retaliation

Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action. Acts of retaliation should be reported immediately and will be promptly investigated and addressed.

Conclusion

This policy was developed to ensure that all associates can work in an environment free from harassment, discrimination and retaliation. Philadelphia Charter Academy will make every reasonable effort to ensure that all concerned are familiar with these policies and aware that any complaint in violation of such policies will be investigated and resolved appropriately. Any associate who has any questions or concerns about these policies should talk with the Director of Human Resources.

Finally, these policies should not, and may not, be used as a basis for excluding or separating individuals of a particular gender, or any other protected characteristic, from participating in business or work-related social activities or discussions. In other words, no one should make the mistake of engaging in discrimination or exclusion in order to avoid allegations of harassment. The law and the policies of Philadelphia Charter Academy prohibit disparate associate treatment based on sex or any other protected characteristic, with regard to terms, conditions, privileges and perquisites of employment. The prohibitions against harassment, discrimination and retaliation are intended to complement and further those policies, not to form the basis of an exception to them.

3.16 GRIEVANCE PROCEDURE

The grievance procedure is a process by which an associate of Philadelphia Charter Academy can bring workplace concerns to upper levels of management. This is a formal process and requires rules be strictly followed. Failure to follow procedures will forfeit your right to this process. In the event of a dispute involving employment practices or the enforcement of the personnel policies contained in this Associate Handbook and after a good faith effort with the supervisor to resolve thoroughly, the dispute, and all associates may submit their grievance following the procedures outlined below. The good faith effort shall be documented, including problem identification, possible solutions, selection of resolution, timeline for implementation, and follow-up. This documentation will be included in the personnel file. Failure to follow the procedures and timelines below constitutes a waiver of the associate's right to grieve.

Non-Grievable Issues: The following issues are not eligible for processing through the

Philadelphia Charter Academy Associate Grievance Procedure:

- *Issues that is pending or has been concluded by the Virginia Commission on Equal Opportunity, or through other administrative or judicial procedures.*
- *Performance responsibilities, expectations, and evaluations.*

- *Temporary work assignments.*
- *Budget and organizational structure, including the number or assignments of positions in any organizational unit.*
- *The selection of an individual to fill a position, unless it is alleged that the selection is in violation of an agency's written policy.*
- *Termination, demotion, reassignment, furlough, layoff from duties because of lack of work, or other actions resulting from a reduction in the work force or job abolition.*

If the subject of your grievance is related to any of the areas listed above, your grievance cannot be processed through the Associate Grievance Procedure.

A grievance can have up to four steps: (1) grievance statement; (2) qualification for hearing; (3) hearing; and (4) review of the hearing decision. Not all grievances are qualified for hearing.

Step 1: The associate may submit his/her grievance in writing either by email or pre-printed grievance forms to the Philadelphia Charter Academy Conflict Resolution Committee within seven calendar days of a failed good faith effort to resolve the dispute. The committee is comprised of the Chief Operations Officer, Director of Human Resources and/or Chief Academic Officer.

Step 2: Within fourteen calendar days of receipt of the written grievance, the Personnel Committee will inform the associate of the decision to schedule a formal meeting. If a formal meeting is scheduled, it will be scheduled at a mutually convenient time and place for discussion of the complaint with all parties involved, but no event later than twenty days after receipt of the written grievance and after notification to the associate.

Step 3: The Conflict Resolution Committee will hold a hearing and render a decision, as established by a majority vote of the members of the Conflict Resolution Committee. If the Director or any member of the Conflict Resolution Committee is an involved party; he/she will be precluded from hearing the grievance and participating in the decision. The decision shall be rendered within seven calendar days of the completion of the final hearing. Any such proceedings shall be conducted in closed session, unless otherwise requested by the associate. The associate may not have counsel present at the hearing. In the event that additional information, investigation, or hearings are necessary after the initial hearing, the hearing may be continued and the final decision shall be made within seven calendar days of the last committee hearing.

Step 4: The decision of the Conflict Resolution Committee shall be final unless appealed by the associate to the Principal, who may review and modify the decision of the Conflict Resolution Committee if determined that the Committee failed to follow properly the grievance process described above. A request for an appeal must be submitted to the PRINCIPAL within seven calendar days of the decision of the Conflict Resolution Committee. After receiving an appeal request, the Principal shall schedule a meeting with

the Conflict Resolution Committee to consider such an appeal as soon as administratively practical. Any associate or affiliate, who is, an interested party shall excuse themselves from any reviews of Conflict Resolution Committee decisions. Any such proceedings shall be conducted in closed session, unless requested otherwise by the associate. The associate may not have counsel participate in any such proceedings. Written notice of the result of the review shall be sent to the associate and the members of the Conflict Resolution Committee within seven calendar days.

3.17 SUBSTANCE ABUSE POLICY

Philadelphia Charter Academy is committed to providing a safe and productive workplace for its associates. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of position, including both regular and temporary associates. The rules apply during working hours to all associates of Philadelphia Charter Academy while they are on school premises or elsewhere on Philadelphia Charter Academy business.

- *The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on Philadelphia Charter Academy property is prohibited.*
- *Being under the influence of illegal drugs, alcohol, or substances of abuse on Philadelphia Charter Academy property is prohibited.*
- *Working while under the influence of prescription drugs that impair performance is prohibited.*

So that there is no question about what these rules signify, please note the following definitions:

Company property/ Philadelphia Charter Academy Property: *All Company owned or leased property used by associates.*

Controlled substance of abuse: *Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.*

Drug: *Any chemical substance that produces physical, mental, emotional, or behavioral change in the user.*

Drug paraphernalia: *Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.*

Illegal drug:

- a. *Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation.*

- b. *Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician.*
- c. *Inhalants used illegally.*
- d. *Under the influence: A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.*

Consistent with the rules listed above, any of the following actions constitutes a violation of the Philadelphia Charter Academy policy on drugs and may subject an associate to disciplinary action, up to and including immediate termination:

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting business or being on Philadelphia Charter Academy property while under the influence of an illegal drug or alcohol, or in an impaired condition.

3.18 SMOKING

The smoking of tobacco products is not permitted anywhere on the Philadelphia Charter Academy premises except in authorized and designated locations. The chewing of tobacco products is not permitted anywhere on the Philadelphia Charter Academy premises.

3.19 NON-DISCLOSURE/CONFIDENTIALITY

The protection of confidential business information is essential to the interests and success of Philadelphia Charter Academy. Such confidential information includes, but is not limited to, the following examples:

- *Compensation data,*
- *Financial information,*
- *Marketing strategies,*
- *Pending projects and proposals,*
- *Proprietary production processes,*
- *Personnel/Payroll records, and*
- *Conversations between any persons associated with the company.*

All associates are required to sign a non-disclosure agreement as a condition of employment. Associates who improperly use or disclose trade secrets or confidential business information

will be subject to disciplinary action, including termination of employment and legal action, even if they do not actually benefit from the disclosed information.

3.20 NEW ASSOCIATE ORIENTATION

Orientation is a formal welcoming process that is designed to make the new associate feel comfortable, informed about the company, and prepared for their position. New associate orientation is conducted by a Human Resources representative, and includes an overview of the company history, an explanation of the company core values, vision, and mission; and company goals and objectives. In addition, the new associate will be given an overview of benefits, tax, and legal issues, and complete any necessary paperwork.

Associates are presented with all codes, keys, and procedures needed to navigate within the workplace. The new associate's supervisor then introduces the new hire to staff throughout the company, reviews their job description and scope of position, explains the company's evaluation procedures, and helps the new associate get started on specific functions.

3.21 PROBATIONARY PERIOD FOR NEW ASSOCIATES

The probationary period for regular full-time and regular part-time associates lasts up to 30 days from date of hire. During this time, associates have the opportunity to evaluate Philadelphia Charter Academy as a place to work and management has its first opportunity to evaluate the associate. During this introductory period, both the associate and Philadelphia Charter Academy have the right to terminate employment without advance notice.

Upon satisfactory completion of the probationary period, a 30-day review will be given and benefits will begin as appropriate. All associates, regardless of classification or length of service, are expected to meet and maintain standards for job performance and behavior (See Section 4, Standards of Conduct).

3.22 PERSONNEL FILES

Associate personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to associate performance reviews, coaching, and mentoring. Personnel files are the property of Philadelphia Charter Academy, and access to the information is allowed with prior notice. Management personnel of Philadelphia Charter Academy who have a legitimate reason to review the file are allowed to do so. Associates can review all personnel records maintained electronically. Associates who wish to review their own hard-copy file should contact the Executive Administrative Assistant. With reasonable advance notice, the associate may review his/her hard-copy personnel file in the Philadelphia Charter Academy administrative office and in the presence of their supervisor [or the Executive Administrative Assistant, the Principal, or any other administrator].

3.23 PERSONNEL DATA CHANGES

It is the responsibility of each associate to notify promptly the Human Resources Department of any changes in personnel data such as:

- *Mailing address,*
- *Telephone numbers,*
- *Name and number of dependents, and*
- *Individuals to be contacted in the event of an emergency.*

An associate's personnel data should be accurate and current at all times.

3.24 INCLEMENT WEATHER/EMERGENCY CLOSINGS

At times, emergencies such as severe weather, fires, or power failures can disrupt company operations. The decision to close the office will be made by the Principal.

When the decision is made to close the office, associates will receive official notification from their supervisors.

Time off from scheduled work due to emergency closings will be paid for all exempt and non-exempt associates. However, if the Principal does not close the office, associates who take time off during inclement weather and would like to be paid, are permitted to use vacation time if it is available to them.

Please listen to local news and radio reports. In general, Philadelphia Charter Academy will follow the decisions of the Campbell County Public Schools Division. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

SECTION 4.

PERFORMANCE

4.8 ASSOCIATE PERFORMANCE REVIEW AND PLANNING SESSIONS

Supervisors will conduct performance reviews with all regular full-time and regular part-time associates annually. Supervisors will conduct informal performance reviews and goal setting sessions at least semi-annually.

Performance reviews are designed for the supervisor and the associate to discuss his/her current job tasks, encourage and recognize attributes, and discuss positive, purposeful approaches for meeting work-related goals. Together, associate and supervisor discuss ways in which the associate can accomplish goals or learn new skills. The goal setting sessions are

designed for the associate and his/her supervisor to make and agree on new goals, skills, and areas for improvement.

Philadelphia Charter Academy directly links wage and salary increases with performance. Your performance review and goal setting sessions may or may not have a direct effect on any changes in your compensation. For this reason among others, it is important to prepare for these reviews carefully, and participate in them fully.

4.9 CORRECTIVE ACTION

Philadelphia Charter Academy holds each of its associates to certain work rules and standards of conduct. When an associate deviates from these rules and standards, Philadelphia Charter Academy expects the associate's supervisor to take corrective action. Corrective action is progressive. That is, the action taken in response to a rule infraction or violation of standards typically follows a pattern increasing in seriousness until the infraction or violation is corrected. The usual sequence of corrective actions includes an oral warning, a written warning, probation, and finally termination of employment. In deciding which initial corrective action would be appropriate, a supervisor will consider the seriousness of the infraction, the circumstances surrounding the matter, and the associate's previous record.

Though committed to a progressive approach to corrective action, Philadelphia Charter Academy considers certain rule infractions and violations of standards as grounds for immediate termination of employment. These include, but are not limited to theft in any form, insubordinate behavior, any misconduct concerning a child/student, vandalism or destruction of company property. Employees being on company property during non-business hours, the use of company equipment without prior authorization by, untruthfulness about personal work history, skills, or training, divulging business practices, and misrepresentations of Philadelphia Charter Academy to a another associate, a prospective associate, or the general public.

4.10 DISCIPLINE

All associates are expected to meet Philadelphia Charter Academy standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with Philadelphia Charter Academy policies and procedures. If an associate does not meet these standards, Philadelphia Charter Academy may or may not, at sole discretion, take corrective action, other than immediate dismissal.

The intent of corrective action is to document properly problems while providing the associate with a reasonable time within which to improve performance. The process is designed to encourage development by providing associates with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct,

general compliance with Philadelphia Charter Academy policies and procedures and/or other disciplinary problems.

Warnings:

The supervisor should discuss any problem and present a warning to the associate that clearly identifies the problem and outlines a course of corrective action within a specific period. The associate should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or recurs. The associate should acknowledge receipt of the warning and include any additional comments of his or her own before signing it. A record of the discussion and the associate's comments should be placed in the associate's file. Associates who have had formal written warnings may not be eligible for salary increases, bonus awards, promotions, leave of absence or transfers during the warning period. Corrective action may include any of a variety of actions depending upon the circumstances and severity of the particular situation.

Corrective actions may be taken at the discretion of management and include any of the following:

- *Verbal counseling with you, which will be confirmed in writing by the supervisor for your personnel file.*
- *Written warning, which will be placed in your file.*
- *Suspension, which will be confirmed in writing for your personnel file. Suspension is normally used to remove an associate from organization premises during an investigation, or as a disciplinary action. This may be paid or unpaid. If you are suspended, it will be documented in your personnel file.*
- *Discharge, which will be documented in your file.*

The corrective action process will not always commence with a verbal counseling or include every step. The above options are not to be seen as a process in which one-step always follows another. Some acts, particularly those that are intentional or serious, warrant more severe action on the first or subsequent offense. Consideration will be given to the seriousness of the offense, your intent and motivation to change the performance, the environment in which the offense took place, and other possible mitigating circumstances.

4.11 STANDARDS OF CONDUCT

The work rules and standards of conduct for Philadelphia Charter Academy are important, and Philadelphia Charter Academy regards them seriously. All associates are urged to become familiar with these rules and standards. In addition, associates are expected to follow the rules and standards faithfully in doing their own jobs and conducting Philadelphia Charter Academy business. Please note that any associate who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.12, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- *Theft or inappropriate removal or possession of property;*
- *Falsification of timekeeping records (See Section 5.2, Timekeeping);*
- *Working under the influence of alcohol or illegal drugs (See Section 4.6, Substance Abuse);*
- *Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace (See Section 4.6, Substance Abuse);*
- *Fighting or threatening violence in the workplace;*
- *Boisterous or disruptive activity in the workplace;*
- *Negligence or improper conduct leading to damage of company-owned or customer-owned property;*
- *Insubordination or other disrespectful conduct;*
- *Violation of safety or health rules;*
- *Smoking in the workplace;*
- *Sexual or other unlawful or unwelcome harassment (See Section 4.3, Harassment, Including Sexual Harassment);*
- *Excessive absenteeism or any absence without notice (See also, Section 4.1*
- *Attendance/Punctuality and 4.2, Absence without Notice);*
- *Unauthorized use of telephones, or other company-owned equipment (See Section 4.4, Telephone Use);*
- *Using company equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);*
- *Unauthorized disclosure of business “secrets” or confidential information;*
- *Violation of personnel policies; and*
- *Unsatisfactory performance or conduct.*

4.12 PHYSICAL CONTACT WITH STUDENTS AND OTHER STAFF MEMBERS

Under Virginia Law, a touching is a battery, and illegal, if there is an intentional use of force or violence upon the person of another or the intentional administration of a poison or other noxious liquid or substance to another. To establish battery, Virginia courts have held that it is sufficient if the actor intends to inflict an offensive contact without the other’s consent. There is no requirement for maliciousness or intent to inflict actual damage. The

essential element of a battery is physical contact, whether injurious or merely offensive, and a battery may be committed by touching another through the clothing.

It is the policy of Philadelphia Charter Academy that no teacher or staff member will use corporal punishment, against a student. This prohibition includes spanking, slapping, pinching, hitting or the use of any other physical force as retaliation or correction for inappropriate behavior. While the use of appropriate touching is part of daily life and is important for student development, a teacher and staff member must ensure that they do not exceed appropriate behavior.

If a child or other staff member specifically requests that he or she not be touched, then that request must be honored without question. If the child or other staff member has not requested that they not be touched, then the following forms of touching are considered appropriate:

- *Hugs initiated by the student*
- *Hugs given with permission*
- *Pats on the shoulder or back*
- *Hand-shakes*
- *“High fives” and hand slapping*
- *Touching shoulders and arms around the shoulder area*
- *Touching face to check temperature, wipe away a tear, and remove hair from face or other similar types of contact for similar purposes*
- *Holding hands, for the purpose of assistance, while walking with children with disabilities*
- *Arm around shoulders*
- *Reasonable self defense*
- *Reasonable defense of another*
- *Reasonable restraint of a violent person to protect others or property*

However, in situations of emergency response, any touching which would be deemed necessary by a reasonable and prudent person to protect others or property would be appropriate.

Except as discussed above, the following forms of touching are never appropriate (except under the emergency response conditions explained above):

- *Inappropriate or lengthy embraces*
- *Kisses on the mouth*

- Corporal punishment
- Sitting students on one's lap (grades 3-8)
- Touching buttocks, chests or genital areas
- Pushing a person or another person's body part (other than in self-defense, defense of another or property)
- Showing affection in isolated areas
- Wrestling with students or other staff-members
- Bench-pressing another person
- Tickling
- Piggyback rides
- Massages (except as a part of another administration-approved activity such as a therapeutic unit in a Health/P.E. class, or as part of medical treatment approved by the school nurse.)
- Any form of unwanted affection
- Any form of sexual contact
- Poking fingers at another person that results in an offensive contact

This policy does not prevent touching a student for guiding them along a physical path, or in a school-approved activity which requires touching such as a team-building event, helping another up after a fall, engaging in a rescue or the application of Cardio Pulmonary Resuscitation (CPR) or other emergency first-aid. Nor does it prohibit the use of reasonable force and touching in self-defense or in the defense of another. Restraining a child who is trying to engage in violent or inappropriate behavior is also allowed. Only such force as necessary to defend one's self or another or to protect property is legally allowed. Excessive force is prohibited. In Virginia, an assault is an attempt to commit a battery or the intentional placing of another in reasonable apprehension of receiving a battery.

Consequently, an attempt to violate this policy or placing another person in reasonable apprehension that they will be victim of one of the acts prohibited under this policy is also prohibited. A reasonable apprehension normally includes an overt act, but words alone may be sufficient to violate this policy if the words uttered were such that under the circumstances it could be reasonably assumed that physical contact would be attempted. Violation of this policy could subject the teacher or staff member to discipline to include termination for cause. The victim may also choose to bring civil or criminal charges against the violator. This policy must necessarily be somewhat flexible. Sometimes, especially when dealing with younger

children or children with a disability, touching is more appropriate. A touch, especially for helping (i.e.: cleaning up a small child after a bathroom accident) may be appropriate in limited circumstances although clearly inappropriate in circumstances that are more

general. Accidental touch is not inappropriate; it is impossible to define each instance when touching is inappropriate. Teachers and staff members should apply the rules of common sense in the circumstances they find themselves.

4.13 REPORTING CHILD ABUSE

Employees of Philadelphia Charter Academy are mandated reporters of child abuse and neglect.

Pursuant to Virginia Code §63.2-1509. Requirement that certain injuries to children be reported by physicians, nurses, teachers, etc.; penalty for failure to report.

A. The following persons who, in their professional or official capacity, have reason to suspect that a child is an abused or neglected child, shall report the matter immediately to the local department of the county or city wherein the child resides or wherein the abuse or neglect is believed to have occurred or to the Department's toll-free child abuse and neglect hotline:

- 1. Any person licensed to practice medicine or any of the healing arts;*
- 2. Any hospital resident or intern, and any person employed in the nursing profession;*
- 3. Any person employed as a social worker or family-services specialist;*
- 4. Any probation officer;*
- 5. Any teacher or other person employed in a public or private school, kindergarten or nursery school;*
- 6. Any person providing full-time or part-time child care for pay on a regularly planned basis;*
- 7. Any mental health professional;*
- 8. Any law-enforcement officer or animal control officer;*
- 9. Any mediator eligible to receive court referrals pursuant to § 8.01-576.8;*
- 10. Any professional staff person, not previously enumerated, employed by a private or state-operated hospital, institution or facility to which children have been committed or where children have been placed for care and treatment;*
- 11. Any person 18 years of age or older associated with or employed by any public or private organization responsible for the care, custody or control of children;*
- 12. Any person who is designated a court-appointed special advocate pursuant to Article 5 (§ 9.1-151 et seq.) of Chapter 1 of Title 9.1;*
- 13. Any person 18 years of age or older who has received training approved by the Department of Social Services for the purposes of recognizing and reporting child abuse and neglect;*

14. *Any person employed by a local department as defined in § 63.2-100 who determines eligibility for public assistance;*
15. *Any emergency medical services provider certified by the Board of Health pursuant to § 32.1-111.5, unless such provider immediately reports the matter directly to the attending physician at the hospital to which the child is transported, who shall make such report forthwith;*
16. *Any athletic coach, director or other person 18 years of age or older employed by or volunteering with a private sports organization or team;*
17. *Administrators or employees 18 years of age or older of public or private day camps, youth centers and youth recreation programs; and*
18. *Any person employed by a public or private institution of higher education other than an attorney who is employed by a public or private institution of higher education as it relates to information gained in the course of providing legal representation to a client.*

This subsection shall not apply to any regular minister, priest, rabbi, imam, or duly accredited practitioner of any religious organization or denomination usually referred to as a church as it relates to (i) information required by the doctrine of the religious organization or denomination to be kept in a confidential manner or (ii) information that would be subject to § 8.01-400 or 19.2-271.3 if offered as evidence in court.

A. If neither the locality in which the child resides nor where the abuse or neglect is believed to have occurred is known, then such report shall be made to the local department of the county or city where the abuse or neglect was discovered or to the Department's toll-free child abuse and neglect hotline.

If an employee of the local department is suspected of abusing or neglecting a child, the report shall be made to the court of the county or city where the abuse or neglect was discovered. Upon receipt of such a report by the court, the judge shall assign the report to a local department that is not the employer of the suspected employee for investigation or family assessment. The judge may consult with the Department in selecting a local department to respond to the report or the complaint.

If the information is received by a teacher, staff member, resident, intern or nurse in the course of professional services in a hospital, school or similar institution, such person may, in place of said report, immediately notify the person in charge of the institution or department, or his designee, who shall make such report forthwith. If the initial report of suspected abuse or neglect is made to the person in charge of the institution or department, or his designee, pursuant to this subsection, such person shall notify the teacher, staff member, resident, intern or nurse who made the initial report when the report of suspected child abuse or neglect is made to the local department or to the Department's toll-free child abuse and neglect hotline, and of the name of the individual receiving the report, and shall forward any communication resulting from the report, including any information about any actions taken regarding the report, to the person who made the initial report.

The initial report may be an oral report but such report shall be reduced to writing by the child abuse coordinator of the local department on a form prescribed by the Board. Any person required to make the report pursuant to this subsection shall disclose all information that is the basis for his suspicion of abuse or neglect of the child and, upon request, shall make available to the child-protective services coordinator and the local department, which is the agency of jurisdiction, any information, records, or reports that document the basis for the report. All persons required by this subsection to report suspected abuse or neglect who maintain a record of a child who is the subject of such a report shall cooperate with the investigating agency and shall make related information, records and reports available to the investigating agency unless such disclosure violates the federal Family Educational Rights and Privacy Act (20 U.S.C. § 1232g). Provision of such information, records, and reports by a health care provider shall not be prohibited by § 8.01-399. Criminal investigative reports received from law-enforcement agencies shall not be further disseminated by the investigating agency nor shall they be subject to public disclosure.

B. For purposes of subsection A, "reason to suspect that a child is abused or neglected" shall include (i) a finding made by a health care provider within six weeks of the birth of a child that the results of toxicology studies of the child indicate the presence of a controlled substance not prescribed for the mother by a physician; (ii) a finding made by a health care provider within six weeks of the birth of a child that the child was born dependent on a controlled substance which was not prescribed by a physician for the mother and has demonstrated withdrawal symptoms; (iii) a diagnosis made by a health care provider at any time following a child's birth that the child has an illness, disease or condition which, to a reasonable degree of medical certainty, is attributable to in utero exposure to a controlled substance which was not prescribed by a physician for the mother or the child; or (iv) a diagnosis made by a health care provider at any time following a child's birth that the child has a fetal alcohol spectrum disorder attributable to in utero exposure to alcohol. When "reason to suspect" is based upon this subsection, such fact shall be included in the report along with the facts relied upon by the person making the report.

C. Any person who makes a report or provides records or information pursuant to subsection A or who testifies in any judicial proceeding arising from such report, records, or information shall be immune from any civil or criminal liability or administrative penalty or sanction on account of such report, records, information, or testimony, unless such person acted in bad faith or with malicious purpose.

D. Any person required to file a report pursuant to this section who fails to do so as soon as possible, but not longer than 24 hours after having reason to suspect a reportable offense of child abuse or neglect shall be fined not more than \$500 for the first failure and for any subsequent failures not less than \$1,000. In cases evidencing acts of rape, sodomy, or object sexual penetration as defined in Article 7 (§ 18.2-61 et seq.) of Chapter 4 of Title 18.2, a person who knowingly and intentionally fails to make the report required pursuant to this section shall be guilty of a Class 1 misdemeanor.

E. No person shall be required to make a report pursuant to this section if the person has actual knowledge that the same matter has already been reported to the local department or the Department's toll-free child abuse and neglect hotline.

1975, c. 341, § 63.1-248.3; 1976, c. 348; 1978, c. 747; 1993, c. 443; 1994, c. 840; 1995, c. 810; 1998, cc. 704, 716; 1999, c. 606; 2000, c. 500; 2001, c. 853; 2002, cc. 747, 860; 2006, cc. 530, 801; 2008, cc. 43, 268; 2012, cc. 391, 504, 640, 698, 728, 740, 815; 2013, cc. 72, 331; 2014, c. 285.

Immunity for Reporting:

§ 63.2-1512. Immunity of person making report, etc., from liability.

Any person making a report pursuant to § 63.2-1509, a complaint pursuant to § 63.2-1510, or who takes a child into custody pursuant to § 63.2-1517, or who participates in a judicial proceeding resulting therefrom shall be immune from any civil or criminal liability in connection therewith, unless it is proven that such person acted in bad faith or with malicious intent. (1975, c. 341, § 63.1-248.5; 1988, c. 686; 2002, c. 747.)

4.14 CONFIDENTIALITY TO ACCESS CHILDREN'S RECORDS

All information contained in student's records, including information contained in an electronic database, is confidential and maintained in accordance with the Family Educational Rights and Privacy Act. These records are the property of Philadelphia Charter Academy, whose responsibility it is to secure the information against loss, defacements, tampering or use by unauthorized persons. Please do not speak about children in hallways or public areas. The information about children is confidential and must not be discussed in at a level of detail that would compromise confidentiality in the outside community.

No child's files are to be taken off premises unless granted permission by the Principal. Only teachers, administrative and office personnel, and parents/guardians accompanied by one of the aforementioned staff members or a board of director's member is permitted to review the children's files. When a hard-copy file is requested from the main office, it must be signed out and returned the same day. Files may not be copied without express authorization from the Principal or their designee. Please do not remove any materials from any student's file. Files may not leave the building without specific written authorization from Principal or their designee. If you request a student's file, you will be responsible for its contents.

LIABILITY:

The effective teacher is concerned for the welfare of students and takes measures to insure their welfare. Nevertheless, it is well to be aware of the possible consequences of negligence. The teacher is legally responsible to act in a reasonable and prudent manner at all times. Specifically the teacher must do the following:

1. *Never leave students unsupervised. Leaving a classroom or other school group setting without another responsible adult present is leaving students unsupervised.*
2. *Require students to conduct themselves in an orderly, safe manner and administer such disciplinary actions as are reasonable and proper in any situation involving student misconduct.*
3. *Report any unsafe condition in the room or on campus to the principal so that it may be corrected.*
4. *Strictly adhere to all stated policy of the district and of the individual school.*

Failure by teachers to meet their responsibilities may have severe consequences, e.g., revocation of their license, criminal charges, etc... Additionally teachers may be held legally liable for negligence in the performances of their duties.

SECTION 5.

ATTENDANCE

5.3 ATTENDANCE/PUNCTUALITY

The presence or absence of each associate is of critical importance to the successful operation of the Philadelphia Charter Academy. Therefore, Philadelphia Charter Academy expects all of its associates to be on time, ready to begin work at the beginning of their day, and to work the full-allotted time they are assigned each day. Philadelphia Charter Academy reserves the right to assign associates to jobs other than their usual assignment when necessary, provided the associate is capable of performing the essential functions of the alternate assignment. It is expected that exempt associates will work the hours necessary to get the job done, and will request assistance as required to meet work demands timely and successfully when projects require excessive person-hours. Associates are not allowed to perform work (for additional pay) at home or away from the Philadelphia Charter Academy unless specifically authorized for each occurrence by their Supervisor.

Non-exempt associates are not obligated to work before or to continue working after their scheduled hours unless specifically authorized for each occurrence by their supervisor. Attendance at Philadelphia Charter Academy sponsored functions is not compensated unless approved by the Principal, or during normal business hours, or unless the supervisor has required you to attend and/or work at the function and has written approval from the Operations Manager to provide the additional compensation. Associates violating these rules may be subject to disciplinary action up to and including, termination.

5.4 ABSENCE WITHOUT NOTICE

From time to time, it may be necessary for associates to be absent from work. Philadelphia Charter Academy is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside an associate's work hours may arise. Paid time off (PTO) has been provided for this purpose. Associates who are unable to report to work, or who will

arrive late, should contact their Supervisor and inform him/her of their situation. Associates who know in advance that they will need to be absent should request this time off directly from their supervisor.

Associates 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. Associates who are absent because of an illness for three or more consecutive days may be asked by the Principal or your supervisor to submit written documentation from their doctor stating that they are able to resume normal work duties before they will be allowed to return to work. A consistent pattern of questionable absences can be considered excessive, and may be cause for concern. In addition, excessive lateness or leaving early, without informing administration will be considered a "lateness pattern" and may carry the same weight as an absence. Other factors, like the degree and reason for the lateness, will be taken into consideration.

Except in extraordinary circumstances, three consecutive days of no call/no show is considered a voluntary termination. The "extraordinary circumstances" determination will be made by the school Principal. The Principal will make a note of any associate's absence or lateness, and his or her reasons, and have it recorded in the associate's electronic personnel file. Associates should be aware that excessive absences, lateness or leaving early may lead to disciplinary action, up to and including termination.

Note: Please see section 4.3 Discipline for Philadelphia Charter Academy discipline procedure.

SECTION 6.

WAGE AND SALARY POLICIES

6.11 BASIS FOR DETERMINING PAY

Several factors may influence your rate of pay. Some of the items Philadelphia Charter Academy considers are the nature and scope of your job, what other employers pay their associates for comparable jobs (external equity), what Philadelphia Charter Academy pays their associates in comparable positions (internal equity), and individual as well as Philadelphia Charter Academy performance. It is Philadelphia Charter Academy goal to have a current Job Description on hand that generally and aptly defines your job responsibilities.

6.12 WAGE OR SALARY INCREASES

Each associate's hourly wage or annual salary will be reviewed at least once each year.

The associate's review date will usually be conducted on or about the end of the school or fiscal year. Such reviews may be conducted more frequently for a newly created position, or based on a recent promotion. Increases will be determined on the basis of school budget, school and external economic climate, performance, adherence to company policies and procedures, and ability to meet or exceed duties per job description and achieve performance goals (See Section 3.10, Performance Review/Goal Setting Sessions).

6.13 TIMEKEEPING

Time Reporting – All associates will track and report time worked electronically. Associates will be given thorough instructions on usage and instructions on what to do should a problem occur.

Non-Exempt Associates: Time worked is the time actually spent performing assigned duties. Philadelphia Charter Academy does not pay for extended breaks or time spent on personal matters.

Authorized personnel will review time records each week. Any changes to an associate's time record must be approved by his/her supervisor. Questions regarding the timekeeping system should be directed to the appropriate person.

Time Sheets – Non-exempt employees will be issued thorough instructions on the usage of the timekeeping system and instructions on what to do should a problem occur.

Exempt Employees: Exempt employees are responsible for following the school procedure for signing in and out.

6.14 OVERTIME

Overtime compensation is paid to non-exempt associates in accordance with federal and state wage and hour restrictions. Overtime is payable for hours worked over 40 per week at a rate of one and one-half times the non-exempt associate's regular hourly rate. Time off on personal time, holidays, or any leave of absence will not be considered hours worked when calculating overtime. In addition, vacation time does not constitute hours worked.

All overtime work performed by an hourly associate must receive the supervisor's authorization. Overtime worked without authorization from the supervisor may result in no pay for the additional hours worked. The supervisor's electronic approval in the time reporting system authorizes pay for overtime hours worked.

6.15 PAYDAYS

All associates are paid on the 15th and the last day of the month. In the event that a regularly scheduled payday falls on a weekend or holiday, associates will receive pay on the prior day of operation.

Paychecks will not, under any circumstances, be given to any person other than the associate without written authorization. Paychecks may also be mailed to the associate's address or deposited directly into an associate's bank account upon request.

For salaried associates, salary payments are made on a semi-monthly basis for base salary due up to the pay date. Overtime payment, which is included with the non-exempt associate's base salary payment, is paid semi-monthly with the base salary. Philadelphia Charter Academy pays all salaried associates on a twelve (12) month year, regardless of whether they work summers.

Hourly associates are paid semi-monthly on the same schedule as salaried associates. Hours worked from _____ to _____ of each month will be paid on or about the ___ of each month. Hours worked from the _____ to the _____ will be paid on or about the final day of each month. Hours worked from the _____ to the close of the month will be paid on the first paycheck of the following month, on or about the _____ of the next month. For more information on pay periods, please contact the school Executive Administrative Assistant.

Associates will be paid through direct deposit of funds to savings or checking accounts at their bank of choice (providing the bank has direct deposit capability). To activate direct deposit, a Direct Deposit Authorization form may be obtained from the Executive Administrative Assistant. Due to banking requirements, it may take several weeks for activation of the Direct Deposit.

In the event of a lost paycheck, please see Payroll for a Stop Check Request Form. In the event the lost paycheck is recovered and Philadelphia Charter Academy identifies the endorsement as that of the associate, the associate must remit the amount of the replacement check to Philadelphia Charter Academy within 24 hours of the time it is demanded.

A statement of earnings is available via Paychex website (access instructions below) each pays period to associates indicating Gross Pay, Statutory Deductions, and Voluntary Deductions. Voluntary deductions must be declared and authorized in writing by the associate through our "Voluntary Deductions Form". The number of exemptions claimed on Form W-4, Associate's Withholding Allowance Certificate, affects the amount of Federal withholding. If an associate's marital status changes or the number of exemptions previously claimed increases or decreases, a new Form W-4 must be submitted.

*The web address to view statement of earnings is https://_____. Your Company ID is _____ . Your user name is _____ (example: *jbean*). Your initial password is _____.*

6.16 SALARY DEDUCTIONS

Philadelphia Charter Academy will pay exempt associates a salary rather than by the hour. Once an associate's PTO (paid time off) days have been exhausted or are otherwise unavailable, Philadelphia Charter Academy will deduct pay from an exempt associate's salary, under the following circumstances: (i) one or more full days absences for personal reasons; (ii) one or more full day absences for illness, injury, or sickness, (iii) one or more full day disciplinary suspensions; and (iv) partial or full day absences during an approved family or medical leave.

Philadelphia Charter Academy will not deduct pay from an exempt associate's salary if the associate has a partial day absence. Exempt associates who believe that Philadelphia Charter Academy made an incorrect or improper salary deduction should promptly report the deduction to their supervisors or the Operations Manager. If Philadelphia Charter Academy incorrectly or improperly made a deduction from an exempt associate's salary, it

will reimburse the associate for the deducted pay. Philadelphia Charter Academy reserves the right to terminate employment once absenteeism exceeds paid or unpaid leave available.

6.17 EFFECTIVE DATE OF COMPENSATION CHANGES

Changes to the amount of an associate's wage or salary will become effective on the first regular pay period following the change.

6.18 DIRECT DEPOSIT

Direct payroll deposit is the automatic deposit of your pay into the financial institution account of your choice. All associates are paid by direct deposit.

6.19 ERROR IN PAY

Every effort is made to avoid errors in your paycheck. Associates who believe an error has been made should tell the Senior Accountant immediately. They will take steps to research the problem and endeavor to make any necessary corrections by the next regular pay day.

6.20 WAGE GARNISHMENT

Philadelphia Charter Academy hopes that its associates will manage their financial affairs so that it will not be obligated to execute any court-ordered wage garnishments. However, when an associate's wages are garnished by court order, Philadelphia Charter Academy is legally bound to withhold the amount indicated in the garnishment order from the associate's paycheck. Philadelphia Charter Academy will, however, honor the Federal Consumer Credit Protection Act, which places restrictions on the total amount that may be garnished from an associate'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.

SECTION 7

BENEFITS AND TIME OFF

7.9 GROUP BENEFITS

Philadelphia Charter Academy offers a benefits program for its regular full-time associates. However, the existence of these programs does not signify that an associate will necessarily be employed for the required time necessary to qualify for the benefits included in and administered through these programs.

Purpose and Policy

Philadelphia Charter Academy strives to provide the best, most equitable and cost-effective benefits for associates in recognition of the influence employment benefits have on the economic and personal welfare of our associates. Paid in various benefit forms on your

behalf, the total cost to provide the benefit program described in this Handbook and other documents, is a significant supplement to your pay and should be viewed as additional compensation.

Policies, provisions and procedures that govern the organization's benefit program apply to all regular full-time and part-time associates, whether exempt or nonexempt status, unless otherwise provided in a particular benefit plan. Some benefits may earn credit during your new-hire introductory period, but eligibility to use the benefit will not occur in most cases until you obtain regular status, or meet other conditions of employment specified in the Handbook or contained in the benefit policy/plan booklets.

Associate Cost Sharing

Discretionary employment benefits, those benefits that are not mandated by state or federal law, are selected and controlled by Philadelphia Charter Academy. Decisions to provide and continue providing these benefits are based on such considerations as cost, composition of our workforce, operational efficiency, and desirability of benefit provisions. Where costs of discretionary insurance benefit plans exceed the organization's interest, ability, or willingness to pay the full premium rate to maintain the current benefit level, you may be required to share in the cost to continue the insurance plan coverage.

Benefit Design and Modification

Philadelphia Charter Academy reserves the right to design plan provisions and to add, eliminate, or in other ways modify any discretionary benefits described in this Handbook or elsewhere in plan documents, where and when it is deemed in the organization's best interest to do so. These benefits are subject to change depending on management decision and resources. Therefore, it is not appropriate for you to make a serious personal decision based solely on the current presence of an organization benefit.

Benefit Plan Documents

You will be provided with summary plan descriptions upon eligibility and enrollment. The benefit programs are explicitly defined in legal documents, including insurance contracts, official plan texts, and trust agreements. In the event of a conflict between these documents and this policy, the plan documents will govern. All of these official documents are readily available from Human Resources Department for your review. We ask that you refer any questions about this information to the Executive Administrative Assistant.

Right to Modify

Philadelphia Charter Academy reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, Philadelphia Charter Academy reserves the exclusive right, power

and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans. For more information regarding any of our benefit programs, please contact the Operations Manager.

Other Benefits

Philadelphia Charter Academy will provide such other benefits to associates as may from time to time be mandated by applicable law and reserves the right at any time and from time to time to terminate, substitute or modify such benefits to the extent permissible under applicable law.

7.10 COBRA BENEFITS

The Federal Consolidated Budget Reconciliation Act (COBRA) gives associates and their qualified beneficiaries the opportunity to continue health insurance coverage under Philadelphia Charter Academy health plan when a "qualifying event" would normally result in the loss of eligibility.

Some common qualifying events are resignation, termination of employment, or death of an associate, a reduction in an associate's hours or leave of absence, divorce or legal separation and a dependent child no longer meeting eligibility requirements.

Under COBRA, the associate or beneficiary pays the full cost of coverage at group rates plus an administration fee. Philadelphia Charter Academy or our carrier provides each eligible associate with a written notice describing rights granted under COBRA when the associate becomes eligible for coverage under Philadelphia Charter Academy health insurance plan. The notice contains important information about the associate's rights and obligations.

7.11 SOCIAL SECURITY/MEDICARE

If you are a full time regular associate contributing to Teachers Retirement System of Virginia, your earnings from this job are not covered under Social Security. When you retire, or if you become disabled, you may receive a pension based on earnings from this job. If you do, and you are also entitled to a benefit from Social Security based on either your own work or the work of your husband or wife, or former husband or wife, your pension may affect the amount of the Social Security benefit you receive. Your Medicare benefits, however, will not be affected. Under the Social Security Law, there are two ways your Social Security benefit may be affected.

- 1. Windfall Elimination Provision*
- 2. Government Pension Offset*

For more information, please contact the Human Resources Department.

Philadelphia Charter Academy withholds income tax from all associates' earnings and participates in FICA (Social Security), for temporary associates and Medicare withholding and matching programs as required by law.

7.12 RETIREMENT

Philadelphia Charter Academy offers participation in a retirement plan for those associates who are eligible to participate.

7.13 PAID TIME OFF (PTO)

Paid Professional Leave

Paid professional leave may be granted to permit employees to engage in professional activities or receive additional training, attend conferences, participate in state and local meetings, or attend to other official school business. Requests for professional leave must be submitted to the Director.

Legal Jury-Duty

An employee who serves on a jury or is subpoenaed or required to appear in court must observe the following guidelines:

- 1. Notify the Director or supervisor of the dates he/she is required to report.*
- 2. An employee who serves on jury duty will receive his/her regular pay and may keep the juror remittance.*
- 3. When dismissed from jury duty or court appearance with more than one (1) hour left in the school day, the employee must report to his/her school or work site.*

Bereavement Leave

In the event of a death in a full-time employee's immediate family, he/she will be eligible for a leave of absence with pay at his/her regular rate for a maximum of four regularly scheduled workdays. Any days taken off for this purpose must be taken between the day of death and the day following burial, both inclusive.

"Immediate family" for this policy is defined as spouse, children, parents, step-parents, grandparents, grandchildren, current mother in-law and father in-law, or sibling. If additional time is needed, you may request an extension of this leave using any available paid leave.

Personal Leave

Salaried Employees will be limited to three (3) days of paid personal leave per year (not

cumulative). This leave will come from accumulated sick leave days which are cumulative. Requests for personal leave should be submitted for approval five (5) days prior to the absence except in the case of an emergency. All leave requests must be submitted for approval.

Employees of the Philadelphia Charter Academy who have been employed for 12 months or more and who worked at least 1250 hours during that time are entitled to 12 weeks of unpaid leave per year in connection with:

- 1. The birth and first year care of a child;*
- 2. the adoption or foster parent placement of a child;*
- 3. the illness of an employee's spouse, child, or parent with respect to a serious health condition, defined as one that requires in-patient care in a hospital, hospice or residential medical care facility, or which requires continuing treatment by a health care provider; or*
- 4. the employee's own illness.*

In the instance of a birth, adoption and foster placement, the entitlement for child-care ends after (1) the child reaches the age of 1 year, or (2) 12 months after the adoption or placement.

Entitlement for leave associated with illness of a child occurs only where the child is under 18 years of age or incapable of self-care due to mental or physical disability.

Sick Leave

All full time salaried personnel are entitled to adequate provisions for sick leave. Sick leave may be utilized in the event that employees are unable to perform their duties because of personal or family illness, disability, or death. This leave program affords an opportunity for an individual to be absent from duties without penalty in salary. "Family" is defined as spouse, children, parents, stepparents, grandparents, grandchildren and any dependent living in the home.

Philadelphia Charter Academy a sick leave program for all salaried personnel computed at the rate of one and a quarter days for each completed month of employment. As 10-month employees, teachers earn 12.5 sick days per year. All eligible personnel may carry over unused sick leave from one year to the next and accumulate sick leave to a maximum of 60 days. Employees that have accrued sick time from another school system may bring in a total of not more than 20 sick days. However, the total number of accrued sick days from all sources shall not be greater than 60.

If days are missed in excess of sick leave accrual, the missed days will be unpaid. Sick leave will not be paid to any covered employee whose employment has been terminated.

Family and Medical Leave

The Family and Medical Leave Act of 1993 ("FMLA") gives eligible employees 12 weeks of unpaid family or medical leave during each "FMLA leave year":

- *to care for the employee's spouse, child, or parent with a serious health condition;*
- *when the employee has a serious health condition that renders the employee unable to perform the duties of his or her position; or*
- *for the birth of the employee's child or for the placement of a child with the employee for adoption or foster care.*

Associate Eligibility

To be eligible for FMLA leave, you must have:

- *Worked for Philadelphia Charter Academy for at least 12 months; and*
- *Worked at least 1250 hours for Philadelphia Charter Academy during those 12 months.*

Conditions Triggering Leave

FMLA leave may be taken for any of the following reasons:

1. *The birth of an associate's child and to care for the newborn child;*
2. *The placement and care for a newly adopted or recently placed foster child;*
3. *To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or*
4. *An associate's own serious health condition that renders the associate unable to perform one or more of the essential functions of his or her job.*
5. *The birth of an associate's child and to care for the newborn child;*
6. *The placement and care for a newly adopted or recently placed foster child;*
7. *To care for a spouse, child, or parent (but not parent-in-law) who has a serious health condition; or*
8. *An associate's own serious health condition that renders the associate unable to perform one or more of the essential functions of his or her job.*

Duration of Leave

Eligible associates may receive up to 12 workweeks of unpaid leave during a "rolling" 12-

month period, measured backward from the date of any FMLA leave. FMLA leave for the birth or placement of a child for adoption or foster care must be completed within 12 months of the birth or placement.

Use of Accrued Paid Leave

Any unused paid leave that is available at the time of the request for the FMLA leave will be applied concurrently and at the beginning of the leave. Except for any paid leave that is applied, an associate is not entitled to any compensation during the FMLA leave.

Intermittent Leave

Associates may request intermittent leave or reduced schedule leave to care for a family member with a serious health condition or if you have a serious health condition that warrants such a request.

Notice and Medical Certification

When seeking FMLA leave, associates must provide:

- *Thirty (30) days advance notice of the need to take FMLA leave, if the need is foreseeable, or notice as soon as practicable in the case of an unforeseeable leave;*
- *Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member must be returned before your leave begins, or if not possible, within 15 days of Philadelphia Charter Academy request to provide the certification.*

If you fail to do so, Philadelphia Charter Academy may delay the commencement of your leave or withdraw any designation of FMLA leave, in which case your leave of absence would be unauthorized, subjecting you to discipline up to and including termination. Second to third opinions and periodic recertification may also be required:

- *Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and medical certification of fitness for duty before returning to work if the leave was due to your serious health condition.*

Failure to comply with the foregoing requirements may result in delay or denial of leave.

Maintenance of Benefits

While on a leave of absence provided for under this policy, Philadelphia Charter Academy will continue your group health insurance benefits under the same terms as provided to other associates, for up to a maximum of 12 weeks leave during any one-year period. If your leave extends beyond 12 weeks, you shall be offered the opportunity to purchase continuing coverage under state and federal COBRA continuation rules. Associates who fail to return to

work after expiration of FMLA leave may be required to reimburse the Philadelphia Charter Academy for health insurance premiums paid during the leave.

Other accumulated fringe benefits such as retirement, service credits and the like, shall be preserved at the level accrued as of commencement of the leave, but shall not be earned or accrue further during any such leave period.

Reinstatement

Subject to certain exceptions permitted by law, Philadelphia Charter Academy will restore associates to their original and equivalent positions upon return from FMLA leave. If, due to medical circumstances, you are no longer able to perform your original job, Philadelphia Charter Academy will attempt to transfer you to alternate suitable work, if available.

Definitions

For purposes of this policy:

- *A child is defined as a natural, adopted, or foster child, a stepchild or a legal ward;*
- *A parent is defined as the associate's or his/her spouse's natural, adoptive, or foster parent, stepparent, or legal guardian.*
- *A serious health condition is defined as a disabling physical or mental illness, injury, impairment, or condition involving a) inpatient care in a hospital, nursing home, or hospice; or b) outpatient care requiring continuing treatment or supervision from a health care professional.*

Administrative Personnel

All 210 day employees are expected to work a total of 25 days during the summer months. This period begins the first business day, following the last day of the post planning period. For the 2016-2017 school years, the period of 25 working days will be from May 2016 through July 22, 2016. All 210 day personnel will be expected to resume the normal work schedule beginning Monday, July 27, 2016.

Hourly employees do not earn sick leave.

Paid Time Off (PTO)

If days are missed in excess of PTO accrual, the missed days will be unpaid. At the end of the school year, any balances of PTO will be paid out at the hourly rate and cannot be rolled into the new school year.

Paid time off will not be paid to any covered employee whose employment has been terminated.

Comp Time

On occasion, the administration of Philadelphia Charter Academy may ask staff members to complete projects above and beyond a staff member's normal workday. If a staff member is asked to come into school on a day that school is closed, comp time will be awarded for the time administration schedules the staff member to be in. No comp time will be awarded for projects staff members take upon themselves to complete. Notification if comp time will be awarded will be stated in advance of project beginning. No more than three days of comp time will be awarded per school year.

Volunteering to coach, completing after school activities or activities off campus involving students does not warrant receiving comp time. This is strictly volunteer time. Staff members will not be awarded comp time if they are voluntarily working in the building during weekend, vacation, or summer hours.

Attendance and Punctuality

Employees absent from work or late for work will be expected to notify the departmental supervisor as soon as possible. Any absence that continues beyond three days may require medical verification before the employee can return to work.

Philadelphia Charter Academy will not tolerate excessive absence from work or excessive tardiness. Chronic absenteeism and/or tardiness will adversely affect salary progression and eligibility for promotion.

Employees may receive disciplinary action up to and including termination for excessive absence. What constitutes excessive absence will be determined by the management of the Academy based on, but not limited to, the position held by the employee, and length of service of the employee and the specifics of the employee's attendance record.

Absences due to an on the job injury, FMLA, Jury Duty or Military Leave are not to be counted against the employee.

An employee absent when scheduled to work must call his or her supervisor each day he or she is absent from work. If an employee fails to report to work without calling he/she may have seriously jeopardized his/her job. If an employee does not report to work or call in for three (3) consecutive days, Academy will consider the employee to have abandoned his/her job and will be ineligible for rehire. If an employee does not report to work and fails to call in three times in a 12-month period, employment may be terminated.

Requesting Time Off

All absence requests must be submitted to the front desk. Front desk will obtain approval from a member of the administration team (Executive Director, Head of School, and/or HR). All absence approvals will be sent via email. Employees must retain a copy of the approval

for their records. The bookkeeper will track absences in order to let Payroll know when deductions need to be made for absences in excess of the allotted 12.5 days earned per school year.

Permission to Leave During a Regular Workday

Any staff member needing to leave for less than a half day must obtain permission from a member of administration prior to leaving. Failure to receive permission can result in a deduction in pay and/or disciplinary action.

Requesting Subs

When an instructional staff member is aware of an upcoming absence due to personal leave or professional development, the staff member must notify the front desk to secure a sub. Instructional staff members are not to request subs on their own. Requests must be submitted at least 24 hours in advance. Requests should be sent via email to the front desk staff and HR.

When requesting emergency subs due to illness, instructional staff members are to call and/or send a text to the front desk and HR. Requests must be made prior to 6am on the day of duty. Any requests made after 6am are subject to the paraprofessional leading the class for the school day. An updated phone list will be provided.

Absolutely no subs will be scheduled to cover paraprofessionals, except in the case where a member of administration sends the paraprofessional off campus for training or places the paraprofessional in another location for the day. Subs are also not granted for non-instructional positions with the exception of school nurse.

7.14 DONATION OF PTO

Philadelphia Charter Academy recognizes that associates may have a family emergency or a personal crisis that causes a severe impact to them resulting in a need for additional time off in excess of their available paid time off. To address this need all eligible associates will be allowed to donate PTO time from their unused balance to their co-workers in need in accordance with the policy outlined below. This policy is strictly voluntary.

Eligibility

Associates who donate sick/personal time must be employed with Philadelphia Charter Academy for a minimum of 6 months.

Guidelines

Associates who would like to make a request to receive donated sick/personal time from their co-workers must have a situation that meets the following criteria:

- **Family Health Related Emergency-** Critical or catastrophic illness or injury of the associate or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. Immediate family member is defined as spouse, child, parent or other relationship in which the associate is the legal guardian or sole caretaker.
- **Other Personal Crisis-** A personal crisis of a severe nature that directly impacts the associate. This may include a natural disaster impacting the associate's primary residence such as a fire or severe storm. Whether the situation is deemed a "crisis" will be determined by the school Principal.

Associates who donate sick/personal time from their unused balance must adhere to the following requirements:

- *Donation minimum- 4 hours*
- *Donation maximum- no more than 50 % of your current balance*

Note: Associates who donate time must have sufficient time in their balance and will not be permitted to exhaust their balances due to the fact that they may experience their own personal need for time off. Associates cannot borrow against future sick/personal time to donate.

- *Associates who are currently on an approved leave of absence cannot donate sick/personal time.*

Procedure

- *Associates who would like to make a request to receive donated PTO time are required to complete a Donation of Sick/Personal Time Request Form, which includes authorization to present their request to the associates of Philadelphia Charter Academy for the sole purpose of soliciting donations.*
- *Associates who wish to donate PTO time to a co-worker in need must complete a Donation of Sick/Personal Time Form.*

Approval

- *Requests for donations of sick/personal time must be approved by the associate's immediate supervisor.*
- *If the recipient associate has available PTO time in their balance, this time will be used prior to any donated PTO time. Donated sick/personal time may only be used for time off related to the approved request. PTO time donated that is in excess of the time off needed will be returned to the donor.*

7.15 RECORD KEEPING

The School Operations Manager oversees records of PTO days accrued, used and donated. Each associate is responsible for verifying his/her pay stub to make sure the correct amount of hours appear.

7.16 MILITARY DUTY

Regular associates requiring a leave of absence for service in the uniformed services are provided leave and will be re-employed at the end of the leave. Policies governing this leave are designed according to the Uniformed Services Leave and Re-employment Act and applicable state regulations. The policy covers those associates who enter active military duty voluntarily and extends to Reservists or National Guard members who are called to limited active duty or extended training duty, including regularly scheduled annual training and military summer camp training.

Eligibility

All associates of the organization except those hired on a temporary basis are eligible for the leave.

Length of Leave

The length of the military leave is determined by the uniformed services organization calling you to active duty or military encampment.

Request Procedure

You must provide written notice, using the Leave of Absence Request Form, of your obligation or intention to perform service in the uniformed services, unless notice is precluded by military necessity or is otherwise unreasonable or impossible. Failure to do so may result in loss of reemployment rights.

Pay While on Leave

Military leaves are without pay unless you elect to utilize vacation benefits earned before commencement of the leave and are otherwise eligible to use such benefits. You must request and obtain approval to receive vacation pay during military leaves of absence.

Status of Benefits

Reservists, National Guard members and veterans returning from military service in the Armed Forces have and retain rights with respect to seniority, vacation, compensation and length of service pay increases, as may be from time to time provided by applicable statutes of the United States and the state of Virginia. You may maintain health care insurance

benefits for up to 18 months while on leave by paying the insurance premium through COBRA for any leave extending beyond 30 days.

Reinstatement

*If you are returning from a Uniformed Service Leave, you must report to work or request reemployment within prescribed time limits, which are based on the length of the leave:
1 to 30 days: You are expected to report to work on the first regularly scheduled workday following completion of training and you will be reinstated to the same position you held at*

the time the service leave began.

31 to 180 days: If you are a Reservist or National Guard member returning from initial active duty for training, you must submit an application for re-employment within 31 days after release under honorable conditions. You will be returned to the same position held at the time the service leave began, provided the leave has been for less than 90 days in length. If 91 days or longer, when you return, you will be reinstated to the same job, or comparable job in terms of like seniority, status and pay, as long as you are qualified to perform the duties.

181 days or longer: If you are returning from active duty in the armed services, you must submit an application for re-employment within 90 days after completion of satisfactory service.

You will be reinstated to an equivalent position as long as you are qualified to perform the duties and the organization's circumstances have not changed to the extent that it would be impossible or unreasonable to provide re-employment. When returning, you are required to provide documentation to verify your rights to re-employment, including your separation papers. Time limits for application for re-employment are extended for up to two years for disabled veterans. Failure to file an application within the required time period forfeits the right to re-employment.

SECTION 8

PROFESSIONAL DEVELOPMENT

Philadelphia Charter Academy expects all associates to maintain necessary certifications and encourages all associates to attend meetings, conferences, and other educational sessions that provide training and ideas helpful to the development or operation of its schools. Associate requests to attend short-term professional development opportunities (two days or less) not sponsored by Philadelphia Charter Academy are subject to the approval of the Principal or the Chief Academic Officer.

Associates will be allowed with the approval of their supervisor and the Chief Academic Officer to attend extended professional development programs. Extended professional development programs are considered more than two days. An associate will be expected to

make up the time missed at work while participating in the extended program or choose to take an unpaid leave of absence to complete the program.

Throughout the course of the year, the school will have numerous options available to make up the time spent in an extended program. Those include assistance with preparing the school before it opens in the Fall or once school starts. These activities may take place after hours or on weekends. A determination regarding how and when you will make up this time will be decided on an individual basis. The school is willing to work with you in this regard; however, if this time is not made up, a pay adjustment may be required.

Associates should submit written requests to take professional development days to their supervisors for approval. The request shall include a printed or written agenda and/or printed material pertaining to the professional development. Philadelphia Charter Academy requests that associates submit requests to take professional development days at least 10 days for in town events and at least 30 days for out-of-town events. The granting of request will be solely in the discretion of the Principal.

Performance Evaluations

PCA recognizes that a thorough and regular appraisal of employee performance is essential to the realization of system goals and objectives. The primary purposes of a performance evaluation is to provide information and instructions relative to evaluating employee performance, to make recommendations to assist the individual in becoming more successful in his or her job, and to increase the individual's contribution to the effectiveness of PCA in attaining the educational goals set forth by this charter.

All employees of PCA shall have their performance evaluated annually by the Head of School. All new employees shall be evaluated within 60 school days of their employment. All such performance evaluation records shall be part of the personnel evaluation file and be used in making personnel recommendations, including reappointment, salary increases and promotion. All certified professional personnel of PCA shall receive an annual performance evaluation. All classified personnel will be evaluated annually by their immediate supervisor, the director. A portion of this evaluation may include parent surveys and surveys from immediate superiors (in the case of teaching assistants). Employees will not be given access to the actual surveys but will be provided aggregate results during the evaluation.

Philadelphia Charter Academy subscribes to the policy of retaining faculty and staff who are knowledgeable, enthusiastic and effective in their current positions. Since the evaluation process includes recommendations and assistance to increase the individual's effectiveness, it is assumed that following the evaluation procedure and before the end of the current school year, unless good cause is shown, reappointment will be recommended.

Employees whose contracts have been renewed for the next school year but who plan to resign at the end of the current school year should notify, in writing, the School Director in writing of their intended resignation at the earliest possible date, no later less than two

weeks prior to the end of the current school year or 60 days before the first day of the next school year.

Employees are expected to honor their contracts. Employees who decide to resign should notify the School Director in writing two no less than two weeks in advance of their last anticipated work day.

An overall unsatisfactory evaluation will only be given after documentation and feedback, specific time lines that provide opportunity for improvement, the provision of assistance in a

written plan and the failure of the employee to meet the evaluation criteria. Subsequently, reappointment will not be recommended. The employment contract and/or employment of any non-contract employee of any teacher, Director, or other professional employee having a contract for a definite term may be terminated or suspended for any of the following reasons:

- *Incompetence*
- *Insubordination*
- *Willful neglect of duties*
- *Immorality*
- *Inciting, encouraging, or counseling students to violate any valid state law, municipal ordinance, or policy rule of the Board of Education Directors*
- *Reduction of staff due to loss of students or cancellation of programs*
- *Failure to secure and maintain necessary educational training*
- *Any other good and sufficient cause.*

The Director may terminate or suspend contracts of PCA employees. The Director may dismiss non-contractual employees. The Director may terminate contracts with outside labor services. The board may terminate the Director's contract by a two-thirds majority vote.

New Employee Evaluation

All new employees shall be evaluated within 60 school days of their employment.

Probationary Period

All new employees have a probationary period of 90 days.

Open Positions, Promotions and Transfers

Philadelphia Charter Academy maintains a job posting page on its website at www._____.net (click on About Us, then Employment for position details). The Academy may, at its discretion, elect not to post a particular job if it is determined that there are business reasons for not doing so.

A. Job Posting

1. *The primary objective of the Job Posting Program is to provide career opportunities that mutually benefit both the employees and PCA.*
2. *Announcements are usually posted only for a short period of time. To be considered for the position employees must apply before the posting is removed.*
3. *Provided there are qualified outside applicants, at least two external candidates should be interviewed in addition to qualified internal candidates.*

B. Eligibility

Any employee may apply for a posted job provided he or she has met the following requirements:

1. *Should have been continuously employed by PCA for the preceding six months if applying for a position outside of the current department.*
2. *Should have been continuously employed by PCA for at least 90 days if applying for a promotion or job transfer within the same department.*
3. *Not currently under disciplinary action.*
4. *Most recent performance appraisal, if applicable, was Achiever or better.*
5. *Part time employees can apply for full-time vacant positions provided they meet the job qualifications after completion of 90 days of employment.*

Leaving Your Job at PCA

For an employee voluntarily terminating employment, PCA requests a minimum of a two (2) week notice period in order to leave in "good standing." For re-employment, terminated employees must be considered as an "employee in good standing" and must have exhibited satisfactory job performance during their prior tenure with the college.

On the last day worked, all PCA property such as keys, equipment, and other items must be returned. Clearing personal accountabilities such as this will expedite disbursement of the employee's final paycheck. All items on the end of year sign-off must be completed.

SECTION 9

SEPARATION OF EMPLOYMENT

9.6 EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization, and many of the reasons for termination are routine. Below are a few examples

of some of the most common circumstances under which employment is terminated:

- **Resignation** – voluntary employment termination initiated by an associate.
- **Termination** – involuntary employment termination initiated by Philadelphia Charter Academy.
- **Layoff/Non-Retention** – involuntary employment termination initiated by [Organization Name] for non-disciplinary reasons.
- **Surplus**-involuntary employment termination initiated by Philadelphia Charter Academy for budgetary reasons.

When a non-exempt associate intends to terminate his/her employment, he/she shall give Philadelphia Charter Academy at least two (2) weeks written notice. Exempt associates shall give at least four (4) weeks written notice.

Since employment with Philadelphia Charter Academy is based on mutual consent, both the associate and Philadelphia Charter Academy has, the right to terminate employment at will, with or without cause. Any associate who terminates employment with Philadelphia

Charter Academy shall return all files, records, keys, and any other materials that are property of Philadelphia Charter Academy. No final settlement of an associate's pay will be made until all items are returned in appropriate condition. The cost of replacing non-returned items will be deducted from the associate's final paycheck. Furthermore, any outstanding financial obligations owed to Philadelphia Charter Academy will also be deducted from the associate's final check.

Associate's benefits will be affected by employment termination in the following manner. Some benefits may be continued at the associate's expense (See Section 5, Benefits) if the associate elects to do so. The associate will be notified of the benefits that may be continued and of the terms, conditions, and limitations.

9.7 OFFER LETTERS: NON-RENEWAL, RENEWAL

All new associates are given an initial offer letter as a term of employment.

Non-Renewal of Offer Letter

At the time designated by the School Calendar, a supervisor may recommend Non-Renewal of an employment offer, effective at the end of the current school year. The reasons for nonrenewal cannot be based on an associate's exercise of Constitutional rights, or based unlawfully on an associate's race, color, religion, sex, national origin, disability, or age. Reasons for a recommendation of Non-Renewal must be based on one of the following:

1. *Deficiencies pointed out in observation reports, appraisals or evaluations, supplemental memoranda, or other communication.*
2. *Failure to fulfill duties or responsibilities.*

3. *Incompetency or inefficiency in the performance of required or assigned duties.*
4. *Inability to maintain discipline in the classroom or at assigned school-related functions.*
5. *Insubordination or failure to comply with official directives.*
6. *Failure to comply with policies or administrative regulations.*
7. *Conducting personal business during school hours when it results in neglect of duties.*
8. *Reduction in Force (RIF) because of financial exigency or program change.*
9. *The possession, use, or being under the influence of alcohol, alcoholic beverages, or drugs and narcotics while on school property, working in the scope of the associate's duties, or attending any school or school-sponsored activity. Conviction of a felony or any crime involving moral turpitude.*
10. *Failure by an associate to report his or her indictment, conviction, or deferred adjudication for any felony or any crime involving moral turpitude as required by policy.*
11. *Failure to meet the Associations standards of professional conduct.*
12. *Failure to comply with reasonable requirements regarding advanced coursework or professional improvement and growth.*
13. *Disability, not otherwise protected by law, which impairs performance of required duties.*
14. *Any activity, school-connected or otherwise, because of the publicity given it, or knowledge of it among students, faculty, community, impairs or diminishes the associate's effectiveness in service to Philadelphia Charter Academy.*

Reasons specified in individual employment offer letters reflecting special conditions of employment such as but not limited to failure to fulfill requirements for certification. Failure to maintain an effective working relationship, or maintain good rapport, with parents, the community, or colleagues.

1. *A significant lack of student progress.*
2. *Assault on an associate or student.*
3. *Falsification of records or other documents related to the Associations activities.*
4. *Falsification of required information on an employment application.*
5. *Misrepresentation of facts to a supervisor.*
6. *Any attempt to encourage or coerce a child to withhold information from the child's parent.*

Renewal

Renewal offer letters will be issued at the end of the school or fiscal year.

9.2 EXIT INTERVIEWS

In a termination or voluntary resignation situation, Philadelphia Charter Academy management likes to conduct exit interviews to discuss an associate's reasons for leaving and any other impressions that the associate may have about Philadelphia Charter Academy. During the exit interview, associates can provide insights into areas for improvement that Philadelphia Charter Academy can make. Every attempt will be made to keep all information confidential.

9.3 RETURN OF Philadelphia Charter Academy PROPERTY

Property issued/purchased for you, such as, but not limited to, computer equipment, keys, communication device, and petty cash must be returned to Philadelphia Charter Academy at the time of associate's separation of employment from Philadelphia Charter Academy.

Associates will be responsible for any lost or damaged items. The value of any property issued and not returned may be deducted from the associate's paycheck. Associates may be required to sign a "wage deduction authorization form" for this purpose.

9.4 POST EMPLOYMENT INQUIRIES

Philadelphia Charter Academy (PCA) does not respond to oral requests for references. In the event an associate's employment with Philadelphia Charter Academy is terminated, either voluntarily or involuntarily, Philadelphia Charter Academy may be able to provide a reference to potential employers only if the associate has completed and signed a release form. Associates of Philadelphia Charter Academy should not under any circumstances respond to any requests for information regarding another associate unless it is part of their assigned job responsibilities. Associates who receive requests for information regarding other associates should forward those requests to their supervisor who should then forward them to the Operations Manager.

SECTION 10

ASSOCIATE COMMUNICATIONS

10.16 COMPUTER, E-MAIL AND INTERNET POLICY

The following policy applies only to those associates with access to Philadelphia Charter Academy computers and the Internet.

Every associate is responsible for using Philadelphia Charter Academy computer system, including, without limitation, its electronic mail (E-mail) system and the Internet, properly and in accordance with this policy. Any questions about this policy should be addressed to the Human Resource Manager.

The Computer System Is Philadelphia Charter Academy Property. *The computers that you use at work and the E-mail system are the properties of the school and have been provided for use in conducting Philadelphia Charter Academy business. All communications and information transmitted by, received from, created or stored in its computer system (whether through word processing programs, E-mail, the Internet or otherwise) are Philadelphia*

Charter Academy records and property of Philadelphia Charter Academy. The computer system is to be used for Philadelphia Charter Academy purposes. De Minimis personal use is permissible. Associates may use school technology resources for the following incidental personal uses so long as such use does not interfere with the associate's duties, is not done for pecuniary gain, does not conflict with Philadelphia Charter Academy business, and does not violate any Philadelphia Charter Academy policy: (1) To send and receive occasional personal communications; (2) To prepare and store incidental personal data (such as personal calendars, personal address lists, and similar incidental personal data) in a reasonable manner; (3) To use the telephone system for brief and necessary personal calls; and (4) To access the Internet for brief personal searches and inquiries during meal times or other breaks, or outside of work hours, provided that associates adhere to all other usage policies.

No Expectation of Privacy

Although Philadelphia Charter Academy does not wish to examine personal information, from time to time Philadelphia Charter Academy may need to access its technology resources. Philadelphia Charter Academy has the right, but not the duty, to monitor any and all of the aspects of its computer system, including, without limitation, reviewing documents created and stored on its computer system, deleting any matter stored in its system (including, without limitation, its E-mail and word processing systems), monitoring sites visited by associates on the Internet, monitoring chat and news groups, reviewing material downloaded or uploaded by users to the Internet, and reviewing e-mail sent and received by users. Further, Philadelphia Charter Academy may exercise its right to monitor its computer system for any reason and without the permission of any associate. Associate use of Philadelphia Charter Academy computer system constitutes consent to all the terms and conditions of this policy.

Even if associates use a password to access the computer system (or any aspect thereof), the confidentiality of any message stored in, created, received, or sent from Philadelphia Charter Academy computers is not assured. Use of passwords or other security measures does not in any way diminish Philadelphia Charter Academy right to monitor and access materials on its system, or create any privacy rights of associates in the messages and files on the system. Any password used by associates must be revealed to Philadelphia Charter Academy, as files may need to be accessed by Philadelphia Charter Academy in an associate's absence or for any other reason that Philadelphia Charter Academy in its discretion deems appropriate. Further, associates should be aware that deletion of any E-mail messages or files will not truly eliminate the messages from the system. All E-mail messages and other files may be stored on a central back-up system in the normal course of data management.

Therefore, associates should not have an expectation of privacy in anything they create, store, send or receive on the computer system.

Notwithstanding the foregoing, even though Philadelphia Charter Academy has the right to retrieve, read and delete any information created, sent, received or stored on its computer system. E-mail messages should still be treated as confidential by other associates and accessed only by the intended recipient. Associates are not authorized to retrieve or read any E-mail messages that are not sent to them or by them. Any exception to this policy must receive the prior approval of a supervisor.

Professional Use of Computer System Required

Associates are reminded to be courteous to other users of the system and always to conduct themselves in a professional manner. E-mails, in particular, are sometimes misdirected or forwarded and may be viewed by persons other than the intended recipient. Users should write E-mail communications with no less care, judgment and responsibility than they would use for letters or internal memoranda written on Philadelphia Charter Academy letterhead. Because E-Mail and computer files may be subject to discovery in litigation, associates are expected to avoid making statements in E-mail or computer files that would not reflect favorably on the associate or Philadelphia Charter Academy if disclosed in litigation or otherwise. Finally, associates may not send unsolicited e-mail to persons with whom they do not have a prior relationship absent the express permission of their supervisor.

Offensive and Inappropriate Material

Philadelphia Charter Academy policy against discrimination and harassment, sexual or otherwise, applies fully to Philadelphia Charter Academy computer system, and any violation of that policy is grounds for discipline up to and including discharge. Therefore, no E-mail messages should be created, sent, or received if they contain intimidating, hostile, or offensive material concerning race, color, religion, sex, age, national origin, disability or any other classification protected by law. Further, material that is fraudulent, harassing, embarrassing, sexually explicit, profane, obscene, intimidating, defamatory, or unlawful, inappropriate, offensive (including offensive material concerning sex, race, color, national origin, religion, age, disability, or other characteristic protected by law) may not be downloaded from the Internet or displayed or stored in Philadelphia Charter Academy computers. Associates encountering or receiving this kind of material should immediately report the incident to the Human Resources Department.

Philadelphia Charter Academy may (but is not required) to use software to identify inappropriate or sexually explicit Internet sites. Such sites may be blocked from access by Philadelphia Charter Academy networks. Notwithstanding the foregoing, Philadelphia Charter Academy is not responsible for material viewed or downloaded by users from the Internet. The Internet is a worldwide network of computers that contains millions of pages of information. Users are cautioned that many of these pages include offensive, sexually explicit and inappropriate material. In general, it is difficult to avoid at least some contact with this material while using the Internet. Even innocuous search requests may lead to sites

with highly offensive content. In addition, having an e-mail address on the Internet may lead to receipt of unsolicited e-mail containing offensive content. Users accessing the Internet do so at their own risk. Associates who encounter inappropriate or sexually explicit material while browsing on the Internet should immediately disconnect from the site, regardless of whether the site was subject to Philadelphia Charter Academy blocking software.

Solicitations

Philadelphia Charter Academy computer system (including, without limitation, its E-Mail system) may not be used to solicit for political causes, commercial enterprises, outside organizations or other non-job related solicitations. Approval from a supervisor is required before anyone can post any information on commercial on-line systems or the Internet.

Licenses and Fees

Associates may not agree to a license or download any material over the Internet for which a registration fee is charged without first obtaining the express written permission of a supervisor.

Games and Entertainment Software

Associates may not use any Philadelphia Charter Academy Internet connection to download games or other entertainment software, or to play games over the Internet.

Confidential Information

Associates may not transmit information over the Internet or through e-mail that is confidential or proprietary. Associates are referred to Philadelphia Charter Academy "Confidential Nature of Work" policy, contained herein, for a general description of what Philadelphia Charter Academy deems confidential or proprietary. When in doubt, associates must consult their immediate supervisor and obtain approval before transmitting any information, which may be considered confidential or proprietary.

Copyrights and Trademarks

Philadelphia Charter Academy computer system may not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or similar materials without prior authorization from a supervisor. Associates, if uncertain about whether certain information is copyrighted, proprietary, or otherwise inappropriate for transfer, should resolve all doubts in favor of not transferring the information and consult a supervisor.

Further, any Philadelphia Charter Academy-approved material that is posted or sent via its computer system should contain all proper copyright and trademark notices. Absent prior approval from a supervisor to act, as an official representative of Philadelphia Charter Academy, associates posting information must include a disclaimer in that information

stating, "Views expressed by the author do not necessarily represent those of Philadelphia Charter Academy."

Maintenance and Security of System

Associates must not deliberately perform acts that waste computer resources or unfairly monopolize resources to the exclusion of others. These acts include, but are not limited to, sending mass mailings or chain letters, spending excessive amounts of time on the Internet, playing games, engaging in online chat groups, printing excessive copies of documents, or otherwise creating unnecessary network traffic. Because audio, video and picture files require significant storage space, files of this or any other sort may not be downloaded unless they are business-related. In addition, associates should routinely delete outdated or otherwise unnecessary E-mails and computer files. These deletions will help keep the system running smoothly and effectively, as well as minimize maintenance costs.

To ensure security and to avoid the spread of viruses, associates accessing the Internet through a computer attached to Philadelphia Charter Academy network must do so through an approved Internet firewall. Accessing the Internet directly by modem is strictly prohibited unless the computer you are using is not connected to Philadelphia Charter Academy network.

In addition, files obtained from sources outside Philadelphia Charter Academy, including disks brought from home; files downloaded from the Internet, news groups, bulletin boards, other online services; files attached to e-mail; and files provided by customers or vendors may contain dangerous computer viruses that may damage Philadelphia Charter Academy computer network.

Associates should never download files from the Internet, accept e-mail attachments from outsiders, or use disks from non-Philadelphia Charter Academy sources, without first scanning the material with Philadelphia Charter Academy-approved virus checking software. If you suspect that a virus has been introduced into Philadelphia Charter Academy network, notify technology personnel immediately.

Violations of Policy

Violations of this policy will be taken seriously and may result in disciplinary action, including possible termination, and civil and criminal liability.

Amendment and Modification of Policy

Philadelphia Charter Academy reserves the right to modify this policy at any time, with or without notice. In particular, Philadelphia Charter Academy may require associates to acknowledge and comply with a separate Acceptable Use Policy for Internet and Network Resources.

Acknowledgment

Associates acknowledge this policy by signing the receipt of this handbook.

10.17 EMPLOYER INFORMATION AND PROPERTY

The protection of Philadelphia Charter Academy business information, property and all other Philadelphia Charter Academy assets are vital to the interests and success of Philadelphia Charter Academy. No Philadelphia Charter Academy related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of Philadelphia Charter Academy) may, therefore, be removed from Philadelphia Charter Academy premises or disclosed to without permission from the Chief Executive Officer.

In addition, when an associate leaves Philadelphia Charter Academy, the associate must return to Philadelphia Charter Academy all Philadelphia Charter Academy related information and property that the associate has in his/her possession, including without limitation, documents, roll books, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. Violation of this policy is a serious offense and will result in appropriate disciplinary or legal action.

10.18 INTERNAL INVESTIGATIONS AND SEARCHES

From time to time Philadelphia Charter Academy may conduct internal investigations pertaining to security, auditing, or work-related matters. Associates are required to cooperate fully with and assist in these investigations if required to do so. Whenever necessary, in Philadelphia Charter Academy discretion, associates' work areas (i.e. desks, file cabinets, lockers, etc.) in addition, personal belongings (i.e. brief cases, handbags, etc.) may be subject to a search without notice. Associates are required to cooperate. Because even a routine search for Philadelphia Charter Academy property might result in the discovery of an associate's personal possessions, all associates are encouraged to refrain from bringing into the workplace any item of personal property that they do not wish to reveal to Philadelphia Charter Academy.

Philadelphia Charter Academy will generally try to obtain an associate's consent before conducting a search of work areas and personal belongings, but it may not always be able to do so.

10.19 CELL PHONE POLICY

Philadelphia Charter Academy will provide cell phones to various individuals based on need. The cell phone is the property of the Philadelphia Charter Academy and should be cared for properly. If the device is broken or damaged by the associate, the amount to replace the device will be deducted from the paycheck of that associate. This device is provided to you to ensure that you are reachable by other Philadelphia Charter Academy personnel for any Philadelphia Charter Academy matter during business and off-business hours. To get specifics regarding

your plan, please refer to the Property Use Authorization form. The cell phone must be returned to Philadelphia Charter Academy upon termination of employment, no matter the reason for leaving Philadelphia Charter Academy. If the device is not returned, its replacement cost of will be deducted from the final paycheck.

10.20 SAFETY

The management of Philadelphia Charter Academy is committed to providing the resources and work force necessary to develop, implement, and administer a safety program for the protection of its associates. All management personnel and associates are expected to meet their responsibilities to make the safety program effective and productive. Periodic reviews of our safety program will be conducted by management to maintain its effectiveness.

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor, Principal, Assistant Principal or School Operations Manager. If you or another associate is injured, you should contact outside emergency response agencies, if needed. If an injury does not require medical attention, an Employer Report of Injury/Illness Form must still be completed in case medical treatment is later needed and to insure that any existing safety hazards are corrected. The Associate's Claim for Worker's Compensation Benefits Form must be completed in all cases in which an injury requiring medical attention has occurred.

Safety Rules

- 1. Smoke only in approved areas.*
- 2. Horseplay and fighting will not be tolerated in the workplace.*
- 3. Possession of unauthorized firearms, alcoholic beverages, illegal drugs, or unauthorized medically prescribed drugs will not be tolerated in the workplace. Inform your immediate supervisor if you are required to take medication during work hours. Written medical evidence stating that the medication will not adversely affect your decision-making or physical ability may be required, particularly if you drive a vehicle on company business.*
- 4. Report all work related injuries to your supervisor immediately.*
- 5. Immediately report accidents, near accidents, and property damage to your supervisor regardless of severity.*
- 6. Use required personal protective equipment (PPE) and/or safety procedures to protect you from potential hazards that cannot be eliminated. Maintain your PPE in good condition.*
- 7. Operate equipment only if you are trained and authorized.*
- 8. If you do not understand your job assignment, ask your supervisor for help.*
- 9. Inspect your workstation for potential hazards and ensure that the equipment is in safe operating condition before using it.*

10. *Immediately report any unsafe condition or act to your supervisor. Take any temporary corrective action you can to render the area safe until permanent corrections can be made.*
11. *If your work creates a potential hazard, correct the hazard immediately or use safety tape to isolate the area before leaving it unattended.*
12. *If there is any doubt concerning the safety work method to be used, consult your supervisor before beginning the work.*
13. *Follow recommended work procedures outlined for the job including safe work methods.*
14. *Maintain an orderly environment. Store all equipment in a designated place. Put scrap and waste material in a refuse container.*
15. *Report any smoke, fire, or unusual odors to your supervisor.*
16. *Use proper lifting techniques. For objects exceeding 50 pounds in weight, your immediate supervisor should determine specific methods for safe lifting.*
17. *Never attempt to catch a falling object.*
18. *Comply with all state and local traffic laws, signs, signals, markers, and persons designated to direct traffic. Fasten seat belts before driving any motor vehicle.*
19. *Know and follow departmental rules regarding first aid, emergency procedures, evacuation routes, and fire department notification.*
20. *Assist and cooperate with all safety investigations and inspections and assist in implementing safety procedures as requested.*

Associates who do not comply with these safety rules may be subject to disciplinary action and may be considered undesirable for continued employment with Philadelphia Charter Academy.

10.21 NO SOLICITATION/DISTRIBUTION POLICY

Non-associate visitors have a limited right of access to Philadelphia Charter Academy facilities. Visiting parents/guardians and other non-associate visitors who are not on Philadelphia Charter Academy property for purposes directly related to their children's education should report to the Principal or Business Office and will only be allowed visitation for purposes of proper sales or maintenance and repair. Exceptions to this policy can be obtained only through administrative approval to non-associate representatives of a limited number of charitable nonprofit organizations. Associates may not engage in solicitation or in the distribution of literature during working time in working areas. Working time means the period scheduled for the performance of job duties, not including meal times, break times, or other periods when associates are properly not engaged in performing work-related duties. Associates on their meal times break times, or other non-working times may not solicit or distribute literature to other associates during the working time of such associates. However, only those management associates designated by Philadelphia Charter

Academy, may post material on, or remove material from, official electronic school boards, or in public display areas on the property.

10.22 FEE AND CASH COLLECTION

No staff member, other than specifically authorized individuals, is permitted to accept cash and/or checks. All school events, for which money is collected, must be approved by the Principal and the Finance Department. The Operations Manager will supervise the collection of all fees and will be responsible for managing the receipts with the Finance Department. Teaching staff and students are not permitted to do fundraising or fee collection; rather, all financial transactions should be coordinated with the Operations Manager and Finance Department. Teachers and staff are not permitted to conduct personal sales or fundraising (such as Avon, bath/beauty products, etc.). Cash and/or checks should not be stored or locked in staff offices or desks.

10.23 TUITION ASSISTANCE

Please see the Operations Manager for guidance regarding Tuition Assistance.

10.24 NEPOTISM

Philadelphia Charter Academy permits the employment of qualified relatives of associates, of the associate's household or immediate family as long as such employment does not, in the opinion of Philadelphia Charter Academy, create actual conflicts of interest. For purposes of this policy, "qualified relative" is defined as a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, corresponding in-law, "step" relation, or any member of the associate's household.

Philadelphia Charter Academy will use sound judgment in the placement of related associates in accordance with the following guidelines:

- *Individuals who are related by blood, marriage, or reside in the same household are permitted to work in the same department, provided no direct reporting or supervisor to subordinate relationship exists. That is, no associate is permitted to work within "the chain of command" when one relative's work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment could be influenced by the other relative.*
- *Related associates may have no influence over the wages, hours, benefits, career progress and other terms and conditions of the other related staff members.*
- *Associates who marry while employed, or become part of the same household are treated in accordance with these guidelines. Any exceptions to this policy must be approved by the Principal.*

10.25 VIOLENCE IN THE WORKPLACE

Philadelphia Charter Academy has adopted a policy prohibiting workplace violence. Consistent with this policy, acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect Philadelphia Charter Academy or which occur on Philadelphia Charter Academy property will not be tolerated. Acts or threats of violence include conduct that is sufficiently severe, offensive, or intimidating to alter the employment conditions at Philadelphia Charter Academy or to create a hostile, abusive, or intimidating work environment for one or several associates. Examples of workplace violence include, but are not limited to, the following:

- *All threats or acts of violence occurring on Philadelphia Charter Academy premises, regardless of the relationship between Philadelphia Charter Academy and the parties involved.*
- *All threats or acts of violence occurring off Philadelphia Charter Academy premises involving someone who is acting in the capacity of a representative of Philadelphia Charter Academy.*

Specific examples of conduct, which may be considered threats or acts of violence, include, but are not limited to, the following:

- *Hitting or shoving an individual.*
- *Threatening an individual or his/her family, friends, associates, or property with harm.*
- *Intentional destruction or threatening to destroy Philadelphia Charter Academy property.*
- *Making harassing or threatening phone calls.*
- *Harassing surveillance or stalking (following or watching someone).*
- *Unauthorized possession or inappropriate use of firearms or weapons.*

Philadelphia Charter Academy's prohibition against threats and acts of violence applies to all persons involved in Philadelphia Charter Academy operation, including but not limited to personnel, contract, and temporary workers and anyone else on Philadelphia Charter Academy property. Violations of this policy by any individual on Philadelphia Charter Academy property will lead to disciplinary action, up to and including termination and/or legal action as appropriate. All associates are encouraged to report incidents of threats or acts of physical violence of which they are aware to their supervisors.

10.26 BUILDING SECURITY

All associates who are issued keys to the office are responsible for their safekeeping. These associates will sign a Building Key Disbursement form upon receiving the key. The last associate, or a designated associate, who leaves the office at the end of the business

day assumes the responsibility to ensure that all doors are securely locked, the alarm system is armed, thermostats are set on appropriate evening and/or weekend setting, and all appliances and lights are turned off with exception of the lights normally left on for security purposes. Associates are not allowed on Company property after hours without prior authorization.

10.27 SUPPLIES; EXPENDITURES; OBLIGATING THE COMPANY

Only authorized persons may purchase supplies in the name of Philadelphia Charter Academy. No associate whose regular duties do not include purchasing shall incur any expense on behalf of Philadelphia Charter Academy or bind Philadelphia Charter Academy by any promise or representation without written approval.

10.28 EXPENSE REIMBURSEMENT

Expenses incurred by an associate must have prior approval by a supervisor. Reimbursements under \$25.00 will be included in the associate's next regular paycheck. An example of such an expense would include mileage. If the amount is more than \$25.00, the reimbursement request will be processed like an invoice. All completed reimbursement request forms should be turned in to the Finance Director.

10.29 PARKING

Associates must park their cars in areas indicated and provided by the Philadelphia Charter Academy.

10.30 PUBLIC IMAGE

A professional appearance is important anytime that you come in contact with parents and visitors. Associates should be well groomed and dressed appropriately for our business and for their position in particular. The following items are considered inappropriate working attire for Philadelphia Charter Academy:

If management occasionally designates "casual days," appropriate guidelines will be provided to you. Consult your supervisor if you have any questions about appropriate attire.

Appendix A – Conflict of Interest Policy

Article I: Purpose

This conflict of interest policy is designed to foster public confidence in the integrity of Philadelphia Charter Academy (the "School") and to protect the School's interest when it is contemplating entering a transaction (defined below) that might benefit the private interest of a director, a corporate officer, the top management or top financial official, or a key associate (defined below).

Article II: Definitions

The following are considered insiders for the purposes of this policy:

- *Each member of the board of directors.*
- *The president, chief executive officer, chief operating officer, treasurer and chief financial officer, principal, each member of the board of directors on staff, staff directors and each or any person with the responsibilities of any of these positions (whether or not the person is an officer of the School under the organization's Bylaws and the Commonwealth's Code).*
- *Any key associate, meaning an associate who (a) has responsibilities or influence over the School similar to that of officers, directors, or trustees; or (b) manages a program that represents 10% or more of the activities, assets, income, or expenses of the School; or (c) has or shares authority to control 10% or more of the School's capital expenditures, operating budget, or compensation for associates.*

Interest means any commitment, investment, relationship, obligation, or involvement, financial or otherwise, direct or indirect, that may influence a person's judgment, including receipt of compensation from the School, a sale, loan, or exchange transaction with the School.

A conflict of interest is present when, in the judgment of the board of directors, an insider's stake in the transaction is such that it reduces the likelihood that an insider's influence can be exercised impartially in the best interests of the School.

Transaction means any transaction, agreement, or arrangement between an insider and the School, or between the School and any third party where an insider has an interest in the transaction or any party to it. "Transaction does not include compensation arrangements between the School and a director, officer, or other insider that are wholly addressed under the School's Compensation Policy."

Article III: Procedures

1. Duty to Disclose

Each insider shall disclose to the Board all material facts regarding his or her interest in the transaction, promptly upon learning of the proposed transaction.

2. Determining Whether a Conflict of Interest Exists

With regard to an insider, the Board shall determine if a conflict of interest exists. The insider(s) and any other interested person(s) involved with the transaction shall not be present during the Board's discussion or determination of whether a conflict of interest exists, except as provided in Article IV below.

3. Procedures for Addressing a Conflict of Interest

The Board shall follow the procedures set forth in Article IV in order to decide what measures are needed to protect the School's interests in light of the nature and seriousness of the conflict, to decide whether to enter into the transaction and, if so, to ensure that the terms of the transaction are appropriate.

Article IV: Review by the Board

The board may ask questions of and receive presentation(s) from the insider(s) and any other interested person(s), but shall deliberate and vote on the transaction in their absence. The board shall ascertain that all material facts regarding the transaction and the insider's conflict of interest have been disclosed to the board and shall compile appropriate data, such as comparability studies, to determine fair market value for the transaction.

After exercising due diligence, which may include investigating alternatives that present no conflict, the board shall determine whether the transaction is in the School's best interest, for its own benefit, and whether it is fair and reasonable to the School; the majority of disinterested members of the board then in office may approve the transaction.

Article V: Records of Proceedings

The minutes of any meeting of the board pursuant to this policy shall contain the name of each insider who disclosed or was otherwise determined to have an interest in a transaction; the nature of the interest and whether it was determined to constitute a conflict of interest; any alternative transactions considered; the members of the board who were present during the deliberations on the transaction, those who voted on it, and to what extent interested persons were excluded from the deliberations; any comparability data or other information obtained and relied upon by the board and how the information was obtained; and the result of the vote, including, if applicable, the terms of the transaction that was approved and the date it was approved.

Article VI: Annual Disclosure and Compliance Statements

Each director, each corporate officer, the Principal, the top financial official, and each key associate of the School, shall annually sign a statement on the form attached, that:

- a. affirms that the person has received a copy of this conflict of interest policy, has read and understood the policy, and has agreed to comply with the policy; and*
- b. discloses the person's financial interests and family relationships that could give rise to conflicts of interest.*

Article VII: Violations

If the board has reasonable cause to believe that an insider of the School has failed to disclose actual or possible conflicts of interest, including those arising from a transaction with a related interested person, it shall inform such insider of the basis for this belief and afford the insider an opportunity to explain the alleged failure to disclose. If, after hearing the insider's response and making further investigation as warranted by the circumstances, the board determines that the insider has failed to disclose an actual or possible conflict of interest, the board shall take appropriate disciplinary and corrective action.

Article VIII: Annual Reviews

To ensure that the School operates in a manner consistent with its status as an organization exempt from federal income tax, the board shall authorize and oversee an annual review of the administration of this conflict of interest policy. The review may be written or oral. The review shall consider the level of compliance with the policy, the continuing suitability of the policy, and whether the policy should be modified and improved.

PHILADELPHIA CHARTER ACADEMY

CONFLICT OF INTEREST POLICY: ACKNOWLEDGMENT AND FINANCIAL INTEREST DISCLOSURE STATEMENT

The Philadelphia Charter Academy (the "School") follows a conflict of interest policy designed to foster public confidence in our integrity and to protect our interest when we are contemplating entering a transaction or arrangement that might benefit the private interest of a director, a corporate officer, our top management official and top financial official, or any of our key associates.

Part I. Acknowledgment of Receipt

I, hereby acknowledge that I have received a copy of the conflict of interest policy of The Philadelphia Charter Academy and have read and understood it, and agree to comply with its terms.

Signature

Date

Part II. Disclosure of Financial Interests

We are required annually to file Form 990 with the Internal Revenue Service, and the form we file is available to the public. To complete Form 990 fully and accurately, we need each officer, director and key associate to disclose the information requested in this Part II.

A "conflict of interest," for purposes of Form 990, arises when a person in a position of authority over a School, such as an officer, director, or key associate, may benefit financially from a decision he or she could make in such capacity, including indirect benefits such as to family members or businesses with which the person is closely associated.

Conflict of Interest: Definition and Examples

A conflict is generally defined as a situation in which someone has differing or competing professional or personal interest, and do not necessarily have to involve monetary interests. Examples of conflicts of interest include:

APPENDIX F: EMPLOYEE HANDBOOK

- *being a charter school trustee of more than one charter school at the same time;*
- *being paid by a charter school as an associate or contractor while serving as a school trustee;*
- *being a parent of a student of a charter school on whose board you sit, especially when making decisions related to your child's teachers; and*
- *being a charter school trustee while your spouse's company or employer is doing business with the charter school.*

In many cases, conflicts can be waived as long as the trustee discloses the interests to the school board and recuses him or she from voting when conflicted. In rare cases the conflict of interest will mandate that either one of the competing interests be given up. For example, a school trustee cannot work for a for-profit management company that manages the charter school's operations.

