



Summit Academy

S C H O O L S

Learning Without Limits

Employee Handbook



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PREFACE

SUMMIT ACADEMY MANAGEMENT

Summit Academy Management (SAM) was organized in 2001 as a non-profit 501(c)(3) supporting organization for Summit Academy Schools. SAM supplies all of the development and management services including: facilities, human resources, professional development, finances, marketing/public relations, curriculum development, student assessment (which includes Evaluation Team Reports (ETR) for special-education eligibility), therapeutic programs, and student academic/behavioral interventions.

SAM employs hundreds of employees to serve the needs of approximately three thousand (3,000) students in the state of Ohio. We are proud of the caliber of staff who are dedicated to meet the needs of our children. SAM firmly believes that meeting the needs of its at-risk student population is the first priority and is committed to reaching out to the communities to achieve this goal.

All employees are employed by SAM and are expected to adhere to the policies and procedures as set forth by this organization.

SUMMIT ACADEMY SCHOOLS

The first Summit Academy School opened in 1999 in Akron, Ohio, with 127 students. Summit Academy schools were developed to serve the educational, emotional and societal needs of students with Attention Deficit Hyperactivity Disorder (ADHD), Autism Spectrum Disorder, and other special learning needs. Summit's goals are guided by the belief that every child can learn, given the proper educational environment and academic support. Summit Academy Schools create an educational climate in which innovative methodologies, interventions, and activities are utilized to ensure not only that the child will graduate but that they will have developed the academic, technical, and social/interpersonal skills that will enable them to have a successful learning experience.

All Summit Academy Schools are tuition-free, non-profit public community schools for alternative learners. Our schools offer academics adapted to the individual students' needs. We have low student/teacher ratio and offer a unique Therapeutic Martial Arts program with a focus on building self-confidence, integrated social skills training, and teaching respect for self and others.

The number of schools SAM supports has grown from one (1) in 1999, to twenty four (24) schools and six (6) CRC's throughout the state of Ohio.

SECTION I – INTRODUCTION

A. ABOUT THIS MANUAL

Summit Academy Management (SAM) believes that employees contribute an essential element to maintaining high standards of performance and success. The most important item for this success is good employer-employee communication. A copy of the Employee Handbook and the Parent/Student handbook is given to every employee. Be advised that these handbooks supersede prior editions.

SAM reserves the right to modify these policies, procedures, and benefits in any manner. All policy changes must be approved by the SAM Board. Employees will be notified of any substantive changes in writing.

It is our intent to employ individuals at SAM under conditions that will develop a relationship beneficial to both the employee and SAM. However, employment without a written agreement to the contrary, executed by an officer of the SAM Board of Directors or their designee, is not for any specific term or duration. Unless otherwise expressly specified by law or contract, the employment relationship may be terminated at will by either the employee or SAM. SAM will strive, where practical, to give adequate notice should the services of an employee no longer be required. It is expected that the employee will also strive to give adequate notice to SAM that they will no longer continue future employment. All parties understand that adequate notice is not always possible or practical.

If there are any questions about the practices, procedures, rules or regulations outlined herein, employees may ask their immediate supervisor for clarification or guidance. You may also access company policies and procedures through the Administration Office or the Summit Academy Sharepoint site for policy postings.

B. The MISSION of SUMMIT ACADEMY MANAGEMENT

- We believe every child deserves to learn and thrive without labels or limits.
- We believe that our therapeutic approach to education allows for the greatest opportunities for success.
- We believe in changing lives and restoring hope.

C. CORE VALUES, FULL VALUE CONTRACT & COMPANY BELIEFS

Core Values

We are committed to excellence in all things educational.

As a "Family," we honor our Full Value Contract.

We are advocates for lifelong learning.

We value innovation and creativity.

We will serve others to the best of our ability.

Full Value Contract

1. Safety – I will keep others and myself safe at all times, both physically and emotionally.

2. Respect – I will value the Summit Academy Code of Conduct. I will help to build up others. When I help someone, I am helped.
3. Full Participation – I will participate in all scheduled activities to the best of my abilities.
4. Honest Feedback – I will offer honest opinions to others in the group in an affirming way. I also will accept others' comments to me as this will help me grow.

Company Principles

- ADHD is physiological as well as behavioral and psycho-educational.
- Smaller classes are more effective.
- Children are more successful in a nurturing and creative environment.
- Learning requires a positive emotional connection.
- Children's success depends on community/family involvement.
- Positive self-image enhances academic success.
- Therapeutic models of learning are more appropriate to this population.
- Every parent should have the right to choose this learning environment.
- The differences between symptomatic behaviors of ADHD and conduct disorders need to be recognized.
- Autism Spectrum Disorder(s) and Asperger's Syndrome, can be met with social skills education and behavioral supports.

D. ORGANIZATIONAL STRUCTURE

1. School Staff

Unless otherwise expressly set forth by law, the School Principal, who is responsible for the school's routine daily functions, will directly supervise the teachers and support staff. All school staff shall work under the supervision of their School Principal, SAM, and SAM's Board of Directors. In the event the School Principal, Assistant Principal or their designee is not available, the Regional Director will appoint a responsible staff member to carry out daily functions and give direction for the operation of the school.

2. School Administrative Staff

All School Administrative Staff shall work under the direction of their immediate supervisor within their department/division. School Administrative staff includes the Principal, Assistant Principal, Administrative Assistants, Behavior Specialists, IEP Coordinators, and all other support staff put in place to support the teacher and instructional assistants.

3. SAM Administration

All SAM Administration employees are in place to support the School Staff and School Administrative Staff.

The Summit Academy Management office includes the following departments: Operations (which includes SSIS, Marketing, Food Program and Compliance), Finance (includes Payroll and Accounting), Human Resources, Curriculum (includes Federal Programs, Special Education, and Martial Arts), Facilities, and Information Technology (IT).

SECTION II – EMPLOYMENT/EMPLOYEE EXPECTATIONS

A. EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

It is the policy of SAM to employ qualified persons without discrimination against any employee or applicant for employment because of race, color, gender, religion, national origin, disability, veteran status, military status, age, marital status, gender identity, sexual orientation, genetic information or any other protected group status.

B. ALL STAFF

1. Bureau of Criminal Investigation (BCI) & Federal Bureau of Investigation (FBI) Reports *(Policy #315)*

A current BCI and FBI report and any other background check applicable to the position under Board policy or the law shall be on record in the SAM Administration Office.

Employment will not be considered until satisfactory BCI and FBI reports are on file and such reports are in compliance with all state and federal statutes pertaining to school employees. Both BCI and FBI reports are at the expense of the employee.

2. Field Trips *(Policy #282)*

School staff members must be available to attend all off-site field trips, though not all staff may be required for all trips. This shall be at the discretion of the School Principal and/or designee.

The Board does not endorse, support, or assume liability in any way for any staff member, volunteer, or parent of the School who takes students on trips not approved by the Principal or his/her designee. No staff member may solicit students of the School for such trips within the facilities or on the School grounds of the School without permission from the Principal his/her designee. Permission to solicit neither grants nor implies approval of the trip. Such approval must be obtained in accordance with the School's Policies.

Transportation must be acquired through the Operations department to ensure drivers and vehicles meet ODE transportation requirements for all field trips.

3. Child Abuse *(Policy #229)*

Any staff member suspecting child abuse or neglect of a student must comply with the mandatory reporting requirement of the ORC. At a minimum, this requires that the staff member inform the School Principal and their Regional Director immediately. It is also the responsibility of both the staff member and the School Principal (upon notification from a staff member or when the School Principal independently suspects child abuse or neglect) to notify the proper authorities.

4. Meetings *(Policy #242)*

Coordination of student IEP's is a priority of everyday instruction. To facilitate this priority, appropriate staff will meet on a regular basis to assess, plan, implement, evaluate, and adjust the instructional strategies to better meet the needs of Summit Academy students.

5. Student Assessment *(Policy #242)*

Assessment of student progress shall be in accordance with all applicable laws and unless applicable law requires otherwise, shall be on a continuum and summarized as directed by SAM. Assessment will be in both summative and formative design.

Reporting/Communication *(Policy #243)*

Regular and accurate reporting of student progress is essential to providing the best practices of education for Summit Academy students.

6. In-Service Training *(Policy #352)*

All staff must attend in-service training when requested.

7. Cell Phone Use *(Policy #149)*

If your position with SAM requires the use of a cell phone, you must sign a cell phone user agreement form. These documents may be secured in the IT Department.

8. Confidentiality *(Policy #325.3)*

All student information is to be regarded as confidential. Any information on students is protected and can only be released or discussed with individuals whom the parent/guardian or student (if 18 or older) have consented to such disclosure or to individuals who have been designated as those with a legal need to know by Board Policy, applicable law, or the School Principal.

- a. The discussion of information regarding any student is to take place ONLY in those areas where the information is environmentally protected (i.e. the setting is private).
- b. At a time when information is shared with parents and the nature of the information is negative, it will be necessary for that information to be reviewed before it is disseminated.
- c. When information is passed beyond any team member (SAM administrator, teacher, or instructional assistant), a signed release of the information will be necessary from the student's parent or legal guardian.
- d. All employees are asked to sign confidentiality agreements at the time of hire.
- e. The disclosure of business secrets, company financial data, non-public proprietary information, or other similar confidential information is prohibited.

9. Ethics *(Policy #114)*

SAM believes your service to the mission of the company and the schools should be conducted in an ethical manner, with traditional principals such as: honesty, trust, fairness, and integrity. Further, employees are subject to any applicable ethics laws which apply to their position.

10. Conflict of Interest *(Policy #114)*

In addition to any applicable laws or Board Policies, a conflict of interest is defined as "any activity or financial interest that is inconsistent with the Company's best interest, interferes with one's judgment concerning the Company's best interests, or exploits one's position with the Company for personal gains." If the situation constitutes a conflict of interest as defined in this paragraph, you may be required to rectify the conflict.

As officers and board members are likely to be affiliated with many organizations in their communities, both on a professional and personal basis, it is not unusual for actual or potential conflicts of interest to arise. This policy defines how SAM interprets conflict of interest and what steps are expected to be taken to deal with such conflicts when they occur.

It is expected that no officer, board member or employee of SAM shall use his/her position or knowledge gained in such a manner that a conflict arises between the interest of SAM and any of its affiliates and their personal or professional interests.

Each officer, board member or employee has the duty to place the interest of the organization foremost in any dealings on behalf of the organization, and has continuing responsibility to comply with this policy.

In order to comply with this policy, it is expected that:

- If an officer, board member or employee has an interest in a proposed transaction with SAM in the form of a significant personal or organizational financial interest in the transaction or holds a position as trustee, principal, officer or staff member in such organization, they must make full disclosure of such interest before any discussion or negotiation of such transaction using the approved SAM documentation.
- Any officer, board member, or employee who has potential conflict of interest with respect to any matter coming before the board or any subcommittee of the board shall not participate in any discussion of or vote in connection with the matter unless invited to respond to questions or provide factual information by the board or committee chair.
- Any officer, board member, or employee who gains privileged information by virtue of their role as an officer, board member or employee shall not use that privileged information for personal or professional gain.

This policy shall be distributed annually to officers, management, and board members and upon hire of new employees with agreement to abide by this policy to the best of his/her ability.

11. Nepotism (Policy #317)

The employment of members of the same family, those who share a household, or those with other types or personal relationships may create conflicts of interest or the perception of conflicts of interest. SAM will use sound judgment in the placement of such employees in accordance with the following guidelines:

- Members of the same family, same household, or those involved in a personal relationship (hereinafter "related parties") are permitted to work in the same department, school or location, provided that no direct reporting or supervisor-subordinate relationship exists. That is, no individual should have decision-making authority or influence over the hiring, work responsibilities, salary, hours, career progress, benefits, or other terms and conditions of employment of the related party.
- Individuals who become a related party to a SAM employee while already employed at SAM should promptly report that fact to the employee's supervisor, and both

employees will be treated in accordance with this policy. If, in the opinion of the Chief Human Resources Officer (CHRO) or Chief Executive Officer (CEO), the workplace situation implicates this policy, one of the employees may be transferred at the earliest practical time, or other arrangements satisfactory to the CHRO or CEO will be promptly implemented. If no satisfactory arrangement can be implemented, one of the employees will be required to resign from employment with SAM.

- All employees must immediately report whether a related party is seeking to be employed by SAM for a position of employment or a contractual relationship that implicates this policy.
- The employment of members of the same family, those who share a household, or those with other types or personal relationships with Chief Officers or members of the SAM Board of Directors shall not be permitted.
- Related parties will not receive preferential treatment in hiring, work responsibilities, salary, hours, career progress, benefits or other terms and conditions of employment.

C. TEACHING STAFF (Policy #204.7)

1. Certification

No certified staff member may perform teaching duties for Summit Academy without a valid teaching certificate or license. It is the responsibility of each certified staff member to have a valid teaching certificate or license on file in the SAM HR Office prior to the start of each school year or prior to the start of the teacher's employment, whichever is sooner. It is the responsibility of the employee to renew license/certification prior to the expiration date and to provide copies to Human Resources for their personnel file. Failure to comply may result in the employee being placed on unpaid administrative leave until such a time as a valid license/certification is received.

2. Mandated Training

All instructional staff will be required to attend various mandated trainings. Proof of attendance must be submitted to Human Resources.

3. Classroom Preparation

Teachers are responsible for all classroom preparation for the full extent of their employment.

SECTION III – HIRING/PROMOTION

A. APPOINTMENT & CONDITIONS of EMPLOYMENT

Employment at SAM is contingent upon meeting all applicable laws, regulations, and Board policies regarding background checks including criminal background checks (BCI and FBI). Per State requirements, Summit Academy Management may not employ anyone who has been convicted of certain offenses (including enumerated felonies, sex offenses, drug abuse offenses, crimes of violence and/or theft). The BCI and FBI reports are obtained at the expense of the employee.

It is the practice of SAM to thoroughly check pre-employment references. This may include personal and professional references as well as credit or law enforcement references, in accordance with all applicable laws. Misrepresentations with regard to references will be taken as a serious matter and may be grounds for termination. Further, SAM relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data will result in your exclusion from further consideration for employment or, if you have been hired, termination of employment. SAM may request any or all of the following:

1. Certification
2. Drug Screening (Where permitted under the law and in accordance with all applicable laws)
3. References
4. BCI and FBI checks and any other applicable background check required or permitted.

B. OUTSIDE EMPLOYMENT

Outside employment that creates a conflict of interest or which affects the quality or quantity of your work performance at SAM is prohibited.

A conflict of interest is defined as "any activity or financial interest that is inconsistent with the company's best interest, interferes with one's judgment concerning the company's best interests, or exploits one's position with the company for personal gains. If the position constitutes a conflict of interest as defined in this paragraph, you may be required to resolve the conflict.

C. PROOF of UNITED STATES CITIZENSHIP

All new hires and current employees are required to comply with all applicable laws regarding verifying their identity and eligibility to work in the United States. Prospective employees will be required to complete all applicable forms such as federal form I-9, the Employment Eligibility Verification Form, prior to their start date.

D. ORIENTATION

Newly hired employees may be required to attend an orientation program prior to beginning work or within a time frame acceptable to SAM. The orientation program is designed to educate employees regarding the policies, procedures and philosophies of Summit Academy Management.

E. PERFORMANCE EVALUATIONS

SAM will make efforts to periodically review your work performance. Unless the law requires otherwise, performance appraisals may be done on an annual basis or as professional needs dictate. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that positive job performance reviews do not imply a pay raise or any guarantee of continued employment. Company pay raises and promotions are based on numerous factors, including, but not limited to job performance.

The purpose of the performance evaluation is to ensure that an employee is performing their job to the best of their abilities. It is important that each employee be recognized for good performance and that they receive appropriate suggestions for improvement when necessary. Overall, performance in relation to job responsibility, conduct, attendance, and tardiness are also important factors in the evaluation process.

1. Evaluation of Professional Staff (Teachers & Instructional Assistants)

Summit Academy Management is adopting the Ohio Teacher Evaluation System (OTES) in accordance with standards-based statewide teacher evaluation framework adopted by the State Board of Education in November 2011 along with any applicable changes to that framework mandated by the State Board of Education.

The Regional Director of the school will assign the task of completing evaluations from the available and eligible team members. SAM may also supplement OTES by developing its own performance management system for all employee including and not limited to professional staff.

2. Evaluation of Support Staff

An ongoing performance management program may be implemented to provide a record of the service of each staff member, to provide objective evidence for employment and personnel decisions and to promote the improvement of SAM support services. Colleague feedback may be utilized in preparing the evaluation.

F. PAY CALCULATION EXPLANATION

SAM will abide by all applicable laws with respect to compensation. Prior to an employee being hired, a salary is generated by the Human Resources department. An employee's resume, college transcripts, and licensure (if applicable) are needed for accurate calculation. The employee may receive additional monetary compensation for the following items with proper documentation:

- Master's degree
- Licensure (if applicable)
- Prior Experience
- Caseload (if applicable)

SECTION IV – HOURS of WORK, PAYROLL, WAGES

A. SCHOOL YEAR and DAILY SCHEDULE

1. **School Year:** All staff will be provided a copy of the annual work calendar for the current school year. Established time off may vary, according to the employee's position.
2. **Daily Schedule – Teachers & Instructional Assistants:** This schedule is provided each school year, as it may change from year to year.
3. **Daily Schedule – Support Staff:** The schedule for support staff may vary, depending on predetermined hours and daily schedule established for that particular person/position.

B. EMPLOYEE STATUS

1. **Full Time:** An employee who is hired for an indefinite period, is scheduled to work thirty (30) or more hours per week and reports for work pursuant to a designated schedule. Most SAM Administration employees fall within this category.
2. **Temporary:** An employee, whose length of employment is predetermined and/or whose schedule varies based on the number of hours per week, the number of weeks per month or the number of months per year. The time frame agreed to by the temporary employee and SAM is a maximum period of employment; the employment relationship may be terminated earlier for any reason.
3. **Per Diem:** An employee whose services are requested on an "as-needed" basis and is usually called on the same day or other short notice.
4. **Part Time:** An employee who is normally scheduled to work less than thirty (30) hours per week.

C. EMPLOYMENT CLASSIFICATIONS

1. **Exempt:** A salaried, full time, employee whose job responsibilities and compensation exempt them from the overtime provisions of the Wage and Hour Law.
2. **Non-Exempt:** An employee subject to the minimum wage and overtime provisions of the Wage and Hour law.

D. WORK WEEK, ASSIGNMENT, LUNCHES & BREAKS

1. After-School & Evening Meetings

Given that staff will have some time off from work (not accounted for by vacations or holidays) due to interim breaks and other times that the school will be closed, all staff will be expected to put in after-school hours for parent meetings or special activities. Staff is encouraged and welcome to attend school board meetings.

2. After-School Programs Involving Students

Staff may be required to monitor students participating in after-school programs or activities until pick-up.

3. Work Assignments

It is the responsibility of the SAM leadership team to assign and approve all SAM staff in their area of responsibility.

4. Lunches – School Staff

School staff will be assigned the period for their lunch break. Employees may leave the building during their lunch period; however, they must complete the SIGN-OUT SHEET located in the office and sign back in upon return. Failure to do so may result in disciplinary action.

5. Lunches – SAM Administrative Staff

Full time administrative staff receive a one-half hour unpaid lunch break during their regular workday.

E. TIME RECORDS

A time record is a permanent legal record of an employee's time at work. To ensure absolute fairness to everyone, under no circumstances should an employee ever document time for anyone other than him or herself in the online system. To do so would be considered a violation of Summit Academy Management policy. Any person(s) involved would be subject to immediate disciplinary action, up to and including termination. In addition, any person involved in falsifying their own records will be subject to immediate disciplinary action up to and including termination.

It is your responsibility to sign off on your electronic timecard prior to the beginning of each pay period. Failure to do so could subject an employee to disciplinary action. It is the employee's responsibility to assure that any discrepancies in the time record are approved and corrected in writing by their immediate Supervisor in order to receive their proper pay.

Overtime

1. Employees who are eligible for overtime pay under the Fair Labor Standards Act, 29 U.S.C. §201 ET SEQ., shall be compensated in accordance with that statute.
2. Overtime will be compensated based upon hours worked, not on hours paid. It is the employee's responsibility to assure all overtime is authorized by the immediate supervisor prior to working the additional hours. Overtime will be paid at one and one-half times the individual's base hourly rate for all hours worked over forty (40) hours in any given work week. Failure to obtain approval in advance for overtime hours may result in disciplinary action.
3. Part time and hourly employees must complete a timesheet at the end of each week. All time worked other than scheduled time must be approved in advance by the immediate Supervisor. Any employee who fails to obtain advance approval may be subject to disciplinary action, up to and including termination. A time sheet must be sent to payroll each week for pay on the next pay period.

F. SEMI-MONTHLY PAY RECORD

- Pay is issued semi-monthly. Pay statements are accessible through a personal and secure pay statement account. You may access this link on the SAM sharepoint site.
- If payday falls on a holiday, pay, when possible, will be deposited on the last workday before the holiday.
- It is SAM's policy that no payroll advances be given.

G. CALL-OFF PROCEDURE

If it is necessary to miss work for any reason, school employees must call off to their assigned school office or to the appropriate designee prior to the time set by their School Principal. Administration employees should report off no later than 8:00 a.m. Absent extenuating circumstances, if employees fail to call off by the designated time, they may be subject to disciplinary action up to and including termination of employment.

No Call/No Show

If employees fail to call off for a period of three (3) or more consecutive days and fail to substantiate their absences with satisfactory evidence, it will be assumed these employees have “abandoned” their position and will be terminated immediately.

The date of termination will be the first day of absence and no pay will be received from that day forward.

Consecutive Call-Offs

If an employee calls off three (3) or more consecutive days, the employee may be required to provide medical documentation from a licensed healthcare provider stating that the employee should be medically excused from work for the specified dates upon the first day of returning to work. If a pattern of absences or suspected abuse exists, SAM reserves the right to require medical documentation for all absences. Failure to provide such documentation may result in disciplinary action up to and including termination.

H. ATTENDANCE

It is essential for the success of the organization that employees come to work as scheduled. Unscheduled absences inhibit our ability to provide excellent service to our students and coworkers by creating the need to cover one’s workload. The following policy sets forth SAM’s procedures for handling unscheduled absences.

1. An unscheduled absence is defined as time off that was not scheduled and approved in advance by an employee’s supervisor.
2. SAM will address attendance issues based upon whether the employee works on a school staff calendar or a school administration/office administration calendar.
3. Employees working on the school staff calendar will receive disciplinary action at the fifth (5th) unscheduled absence thereafter concluding in an employee’s termination should he/she exhibit eight (8) unscheduled absences in a school calendar year.
4. Employees working on the school administration/office administration calendar will receive disciplinary action at the sixth (6th) unscheduled absence thereafter concluding in an employee’s termination should he/she exhibit nine (9) unscheduled absences in a rolling twelve (12) month period.
5. Unscheduled absences certified as applicable for protection under the Family and Medical Leave Act (FMLA) are exempted from this attendance policy.
6. Consecutive unscheduled absences of three or less days will only be counted as one absence.

I. CALAMITY DAYS

1. **School Staff:** In the event of school closing due to weather, loss of utilities, or other emergency circumstances, school staff need not report to the building. Pay for calamity days shall be in accordance with applicable laws, board policies, or other governing agreements.
2. **Administration Staff:** Calamity days are not observed by SAM Administration staff. Administration employees unable to travel to work due to weather conditions may use a personal day or vacation day (if available) to cover the absence. School Administration need not report to the buildings on calamity days.

J. PAYROLL ERRORS

Precautions are taken to avoid payroll errors. Employees should review their pay stubs to verify accuracy. If an error is believed to exist, notify Payroll. If an error is found, it will be corrected. In the event that the error results in overpayment to the employee, the employee will be required to pay back the overpayment.

SECTION V – COMMUNICATIONS

A. INFORMATION TECHNOLOGY

During the workday and/or anytime while using SAM technology or resources, all staff members are prohibited from viewing sites deemed inappropriate and must comply with all applicable laws and policies, specifically, and by example the Children’s Internet Protection Act. Inappropriate site viewing or any other use deemed inappropriate by SAM according to this policy will result in disciplinary action taken, which may include immediate termination. Every employee is required to sign an Internet Usage Agreement at the time of hire and annually.

Circumstances may arise in which SAM may need to search its property, and employees should understand that items or information stored in SAM property might be viewed or searched by SAM authorized persons.

SAM has the right to monitor and will monitor any and all aspects of its communication, computer and network systems. This includes all activity conducted through telephone, internet or network connections, email usage and any files stored, accessed or created on SAM property. Therefore, employees should not expect, and agree to waive, any right to privacy in anything they create, store, send, receive or otherwise transmit on SAM telephones, computer equipment, communication systems, networks or computer systems.

Although employees may have individual access codes to voice mail, email, and computer network systems, these systems are accessible at all times by authorized SAM personnel. To ensure the integrity of the system, employees are prohibited from sharing their individual access codes or passwords with any other persons, whether an employee or friend, relative or other individual, unless directed by a manager or supervisor to do otherwise. Even though passwords are used, they are meant to protect the electronic systems and their contents from third-party intrusion and not to give the user a sense of confidentiality or privacy in their communications. Passwords are subject to override at any time by authorized SAM personnel. Although the systems may contain a delete function, the information which has been “deleted” may have previously been backed up or exist in another location. In particular, all Internet users should be aware that the company computer system may maintain a record of all Internet usage. Although a user may “erase” the access “history” from a computer, the main system retains a record of all access.

In addition, Internet access is not anonymous and users should realize that their access to web sites may be monitored or logged.

Employees are prohibited from the unauthorized use of the access codes of other employees to gain access to their computers, email and voicemail messages. Employees who access or attempt to access another person’s stored information, such as email or files, or attempt to intercept another person’s email or files, may be subject to criminal prosecution under federal or state wiretapping laws, as well as disciplinary action, up to and including, termination.

Because the electronic communications systems are designed for the company’s business use, employees may engage only in incidental personal use of company email and electronic systems, as defined in this policy. Employees may not engage in any use that results in expenses to SAM.

Employees are strictly prohibited from using SAM property, including electronic communication systems, to promote any personal commercial or business ventures or interests.

Employees must not create access, send or store internet communications, voice mail or email messages that may constitute intimidating, hostile or offensive material on the basis of sex, race, color, religion, national origin, age, disability or any other protected class. Employees are always prohibited from accessing, transmitting, storing or receiving obscene, pornographic or sexually oriented images or messages. No obscene, derogatory, offensive or embarrassing materials should be printed, copied, forwarded or displayed in the work place. Management must be notified of any such unsolicited, offensive material received by an employee. The company's policy against discrimination and harassment applies fully to the use of the telephone, voice mail, computer networks and equipment, and email systems. Inappropriate use will result in discipline, up to and including termination.

Electronic communication systems may not be used for the unauthorized dissemination of copyrighted materials, trade secrets, proprietary financial information, confidential information or similar materials.

Employees shall conduct themselves in a professional manner when using the company's communications systems (no vulgarity, ethnic or racial slurs, and no intimidating, harassing, or threatening language).

In order to protect the security and integrity of its systems, employees may not:

- Download software without approval from the IT Department or other appropriate member of management. Software that is approved for downloading must be registered to SAM;
- Copy software unless authorized by the IT Manager or other appropriate member of management;
- Knowingly introduce a computer virus, worm, "Trojan horse," or any other contaminating or destructive features into the organization's computers;
- Transmit copyrighted materials without permission;
- Download files from the Internet except for an express business purpose;
- Transmit, forward, or download material that is offensive, abusive, pornographic, obscene, profane, discriminatory, harassing, insulting, derogatory, inflammatory, fraudulent, or otherwise unlawful;
- Transmit or disseminate SAM's confidential information, proprietary materials, or trade secrets to any outside source without an express business purpose or authorization;
- Play computer games;
- Gamble and/or participate in fantasy sport leagues;
- Solicit non-company business or use email or Internet for personal gain including outside employment, self-employment, and family-owned businesses;
- Write or participate in blogs that injure, disparage, and/or defame students, their family members, or SAM's competitors;
- Transmit or download information seeking employment outside of SAM;

- Attempt to defeat any security mechanisms to gain unauthorized access to computer files or other information on SAM's telephone systems, electronic communication systems, or information systems;
- Attempt to read, intercept, copy, or delete e-mails between other users;
- Post or transmit any message anonymously or under a false name or permit any other individual to do so;
- Impersonate another person; or
- Collect information about others, including email addresses, without their consent.

SAM reserves the right to determine whether an employee has improperly or inappropriately utilized any of the property or systems discussed above.

Your consent and compliance with this policy is a term and condition of employment. A violation of any aspect of this policy, or any other unauthorized or illegal use of the company's computer or communications systems, may be grounds for disciplinary action, including immediate termination. Nothing contained in this provision or handbook alters an employee's at-will status.

SOCIAL MEDIA POLICY

- Do not comment on trade secrets and proprietary company information (business, financial and marketing strategies) without the advance approval of your supervisor, human resources and communications departments.
- Do not make negative comments about students or their family members in any social media.
- Use of social media on company equipment during working time is permitted, if your use is for legitimate, pre-approved company business. Please discuss the nature of your anticipated business use and the content of your message with your supervisor and human resources. Obtain their approval prior to such use.
- Respect copyright, trademark and similar laws and use such protected information in compliance with applicable legal standards.

Restrictions:

You may not do any of the following:

- Due to potential for issues such as invasion of privacy (employee and customer), sexual or other harassment (as defined by our harassment/discrimination policy), protection of proprietary information, employees may not take, distribute, or post pictures, videos, or audio recordings during the time they are expected to be working. Employees also may not take pictures or make recordings of work areas. An exception to the rule concerning pictures and recordings of work areas would be to engage in activity protected by federal and/or state laws that allow, for example, taking pictures of health, safety, and/or working condition concerns or of strike, protest and work-related issues and/or other protected concerted activities.
- Use the company's (or any of its affiliated entities) logos, marks or other protected information or property for any business/commercial venture without the legal department's express written authorization.
- Make knowingly false representations about your credentials or your work.

- Create a blog or online group related to SAM (not including blogs or discussions involving wages, benefits, or other terms and conditions of employment, or protected concerted activity) without the advance approval of SAM's legal counsel and communications departments. If a blog or online group is approved, it must contain a disclaimer approved by the legal counsel.

Do not violate the law and related company policies:

Be mindful in all your communications and dealings with others, including email and social media. Never harass (as defined by our anti-harassment policy), threaten, libel or defame fellow professionals, employees, clients, competitors or anyone else. In general, it is always wise to remember that what you say in social media can often be seen by anyone. Accordingly, harassing comments, obscenities or similar conduct that would violate company policies is discouraged in general and is never allowed while using SAM equipment or during your work time.

Discipline:

All employees are expected to know and follow this policy. Nothing in this policy is, however, intended to prevent employees from engaging in concerted activity protected by law. If you have any questions regarding this policy, please ask your supervisor and human resources before acting. Any violations of this policy are grounds for disciplinary action, up to and including immediate termination of employment.

B. STAFF COMMUNICATIONS

All communications between Summit Academy Management staff, whether written or electronic, must be dated. Employees must understand that all of these communications, written or electronic, are the property of SAM and are subject to search.

C. TEACHER COMMUNICATIONS

Teachers may be asked to contribute an informational article periodically for the school newsletter or school website.

D. PARENT COMMUNICATIONS

All communications to parents through email, newsletter, or other written form must have prior authorization by the School Principal. All communications must be dated. Phone calls to parents should be limited to extreme circumstances and a record of the call must be made. Exceptions to this must be cleared through the School Principal or Regional Director. Each School Principal shall keep a file of these communications. Please note "file copy" on the communication.

E. PRESS RELATIONS

Information released to any media or newspaper (i.e. "Letters to the Editor") submitted as a private individual are at the discretion of the writer; however, information or opinions provided publicly as a Summit Academy Management staff member must be approved ahead of time by the CEO. No staff member may represent the school, or the Company, without the designated authority of the CEO, and/or SAM Board of Directors. **All press inquiries should be directed to the CEO.**

Events may occur that will draw attention from the news media. It is imperative that one person speaks for SAM to deliver an appropriate message and to avoid giving misinformation in any media

inquiry. While some reporters will hide their identity in order to “get the scoop,” good reporters identify themselves prior to asking any questions. Every employee is expected to adhere to the following media policy. Employees must answer all media questions as follows: “I am not authorized to comment on behalf of Summit Academy Management. The CEO will respond to your inquiry.”

Although rare, employees should be aware that they may receive calls or emails from reporters who will hide her or his identity and ask probing questions. If an employee senses that this is such a call, do not hesitate to inquire about the person’s interest in this information – is she/he a parent of a prospective student? If the questions are not those typically asked by a parent and the caller asks about such topics as operational details, advise the person to call the CEO for more information.

On occasion the CEO may direct the reporter to a Director or Principal for additional details. The CEO alone will determine whether to refer a reporter back to another employee for additional information. In those instances, the CEO will call you to let you know that the call will be coming and also to discuss the appropriate messaging.

F. BULLETIN BOARDS

Bulletin boards are located throughout Summit Academy Management facilities to bring you timely information. Some of these bulletin boards in particular are dedicated to employment law and mandatory legal notices. Those such boards are not to be used as all-purpose boards. SAM bulletin boards reserved for legal and regulatory compliance postings are for SAM business only and are not to be used for other notifications. The Human Resources Department is responsible for the approval and posting of all bulletin board information on those boards.

SECTION VI – EMPLOYEE BENEFITS

A. STAFF CALENDARS

Staff members may be on different annual work calendars, depending on their position in the organization. The terms and conditions of employment including but not limited to observed shutdowns, benefit time accruals, contracts, compensation structure, etc. may also be different depending upon one's position in the organization.

B. COMPENSATORY TIME

Compensatory time in lieu of overtime for nonexempt staff is strictly prohibited. The practice of providing additional time off to exempt staff who have worked a significant amount of hours is permissible in rare circumstances.

C. HOLIDAYS OBSERVED

The following are paid holidays for full time employees:

New Year's Day	President's Day
Memorial Day	Thanksgiving
Independence Day	Day After Thanksgiving
Labor Day	Christmas
Martin Luther King, Jr. Day	Good Friday

D. PERSONAL DAYS

1. **School Staff:** Full time employees are eligible for two (2) personal days per calendar year. Personal days will be renewed annually on October 21st and may not be accrued from year to year. In other words, any personal days not used in a calendar year are forfeited. Employee must receive written advance approval from the immediate supervisor to use a personal day.
2. **SAM and School Administration:** Full time employees are eligible for three (3) personal days per calendar year. Personal days will be renewed annually on October 21st and may not accrue year to year. In other words, any personal days not used in a calendar year are forfeited. Employee must receive written advance approval from the immediate supervisor to use a personal day.

E. INSURANCE

1. Medical

- a. *Full Time Employees:* All full time employees who have completed a forty-five (45) day benefit waiting period are eligible to participate in a medical health insurance plan on the 1st of the month following the 45 days. Employee pays a portion of the insurance premium. Employees who do not wish to participate in the health insurance program must identify such in the online enrollment system. Open enrollment typically falls on or around September.
- b. *Rehires:* Any employee who returns to employment within one year of termination and meets the eligibility requirements will be entitled to medical insurance benefits immediately.

- c. **Spousal Waiver:** Spouses cannot be covered under SAM's medical plan if they have access to health insurance through their employer. Spousal Waiver DOES NOT apply to any other benefit.

2. Other Benefits

Employees who meet the same eligibility criteria as noted previously may participate in other company benefits including, but not limited to: dental, vision, critical illness, disability, life insurance, etc. These plans are voluntary and the employee pays the full cost of the premiums.

3. COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), you have certain rights and obligations in regard to continuation of insurance coverage. The SAM Human Resources Office can give you further details if the need arises.

4. Plan Changes

Summit Academy Management reserves the right to change insurance plans at any time. SAM also reserves the right to modify the benefit cost to the employee.

5. Status Change

Any change in dependent status must be reported to the Benefits Administrator within two weeks of the change. Failure to do so may result in loss of coverage for that dependent until open enrollment of the following year.

For further details of SAM's insurance policies, contact the Benefits Administrator.

NOTE: School employees hired after the designated date in March in any given year are ineligible for Benefits for that school year. However; if they return the following school year, their total service time will be credited towards their 45-day waiting period.

F. LIFE INSURANCE & ACCIDENTAL DEATH AND DISMEMBERMENT

All salaried employees who meet the eligibility requirements will receive at no cost \$20,000 face value life insurance and accidental death and dismemberment insurance. Employees have the option to purchase additional life insurance coverage.

G. BEREAVEMENT LEAVE

Bereavement leave is available when death occurs in an employee's immediate family. Immediate family for purposes of bereavement leave only is defined as spouse, children/stepchildren, parents/stepparents, siblings, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchildren or grandparents. The employee, on request, may be excused for up to five (5) normally scheduled work days following the death. Employees may request up to three (3) days for employee's aunt/uncle, niece, nephew, brother-in-law, or sister-in-law. You may be required to provide verification of need for bereavement leave. This is a paid leave of absence and does not require use of personal days.

H. JURY DUTY

Any staff member summoned to jury duty must notify their immediate supervisor at once. The employee will receive their normal daily wage. Unless otherwise required by law, the employee will

not be reimbursed for any expenses incurred during jury duty. The employee must provide documentation by the court of dates/time actually served. The employee must work any full or partial days when presence is not required by the court. Payment received from the court is kept by the employee.

I. RETIREMENT

All eligible teachers and some administrators will participate in the State Teachers Retirement System (STRS). All eligible SAM Administration and other employees will be enrolled in the School Employees Retirement System (SERS). Unless otherwise required by law, Summit Academy Management will withhold the required amount for all staff enrolled in STRS and SERS through payroll deduction. This is a pre-tax deduction unless otherwise required by law.

J. SICK TIME

Sick time can be used to take time off for the employee's personal illness/injury or for the care of an immediate family member who has an illness or injury. Sick time may also be used to attend personal medical appointments/procedures or to attend those of an immediate family member. For purposes of sick time, SAM adheres to the U.S. Department of Labor's definition of immediate family members as stated in the FMLA regulations although we do add parent-in-law* to that definition as follows:

**** An employee's spouse, children/stepchildren, parents/stepparents, and parent-in-laws are immediate family members. "The term children does not include individuals age 18 or over unless they are "incapable of self-care" because of a mental or physical disability that limits one or more of the "major life activities" as those terms are defined in regulations issued by the Equal Employment Opportunity Commission (EEOC) under the Americans with Disabilities Act (ADA).***

1. Salaried Employees:

- a. Unless otherwise required by law, employees working a 12-month calendar will accrue 13.33 paid sick hours (1.667 days) per month from employee hire date. [Maximum of twenty (20) days in a twelve (12) month period]
- b. Unless otherwise required by law, employees working less than a 12-month calendar will accrue ten (10) paid sick hours (1.25 days) per month from hire date. [Maximum of fifteen (15) days in a twelve (12) month period.]
- c. Carryover of Unused Sick Time
Employees leaving other school districts to be employed by SAM will be able to carryover their unused sick time under the following conditions:
 - A completed Sick Leave Transfer form is submitted to HR within sixty (60) days of employment.
 - No more than one hundred and twenty (120) days will be deposited into the sick bank.
 - If employee has more than one hundred and twenty (120) days accrued at their previous district, the extra days will be "frozen" (to be available to the employee for transfer if they leave employment from SAM for another district).
 - At no time during employment with SAM will the employee be permitted to retrieve any days from the "frozen bank".

Regular Part Time Employees:

- d. In order to accrue sick time, a part time employee must work 20 hours per week. Sick time will begin accruing at six (6) paid sick hours (0.75 days) per month from employee hire date.
- e. Unused sick hours may carry over from month to month, but a part time employee regularly scheduled to work between twenty to thirty (20-30) hours per week may carry no more than five hundred and seventy six (576) paid sick hours [seventy two (72) days] at any time.

2. Change in Employment Status:

- a. When an employee transfers from a regular part time eligibility status to a regular full time employment status, they will begin accruing paid sick hours at the rate equivalent to the calendar they are working as described above in Section 1 from the date of transfer to full time status.
- b. Employees transferring from a temporary or per diem status to the eligible part time or full time employment status will begin accruing sick time at the regular part time or full time rate from the date of their transfer.

3. Termination:

- a. All accrued sick time is forfeited upon termination or resignation of employment; therefore, unused accrued sick time will not be paid. Unused sick time can be transferred to new employment of a state/government job.
- b. A letter of transfer must be requested from Human Resources by the terminated employee.

K. LEAVE SHARING PROGRAM

A Leave Sharing Program has been established so that regular, full time and part time employees may share paid leave in the event of an employee becoming unpaid for an extended length of time due to absence arising from personal/immediate family illness and/or pregnancy. The Leave Sharing Program may be initiated by an employee in need of additional leave.

Eligibility: Prior to requesting paid leave from the Leave Sharing Program, the following requirements must be met by the requesting/acquiring employee. The employee must:

1. Be employed at Summit Academy for a minimum of 60 days,
2. Not be on a performance improvement plan or have any disciplinary action in the previous six (6) months,
3. Have exhausted all other forms of paid leave.
4. Not have given notice of their intent not to return from leave.
5. Not have been notified that their contract will be non-renewed

NOTE: Employees eligible for disability pay may not access the Leave Sharing Program, except to cover the elimination period prior to receiving short-term disability payments.

Leave Sharing Requests: Requests by employees wishing to obtain leave through the Leave Sharing Program must be submitted in writing to their principal/supervisor. The request should include the reason for the leave, information the employee approves to be shared in the request for

donations of leave from coworkers, and whether the employee wishes to remain anonymous, or be identified in the request for donations.

Donation Limits: Employee donating sick leave must retain a minimum balance of five (5) days accrued sick leave in their own paid leave account if they wish to donate to a coworker through the Leave Sharing Program. If an employee would like to donate leave, they complete the Leave Sharing Form, sign the Form, obtain their supervisor’s approval signature on the Form, and forward it to Human Resources for final approval.

Receipt Limits: The maximum sick leave an employee may receive from the Leave Sharing Program is twenty five (25) days within a rolling twelve (12) month period measured backward from the day they are seeking to commence using sick leave time. All sick leave donations must be used for leave related to the event in question. Once sick time is donated, that time is forfeit to the donating employee regardless if it was fully utilized.

Privacy: Information about an employee requesting to acquire sick leave through the Leave Sharing Program will be maintained in accordance with any applicable laws and will be cleared with the employee before it is publicized.

Supervisors: Once you have received a letter from your staff requesting to participate in the Leave Sharing Program and received the donations forms from their peers, please forward all documentation to Human Resources for processing.

All requests to obtain leave and donations through the Leave Sharing program are subject to approval by Human Resources.

L. PAID VACATION

Summit Academy Management is pleased to offer paid vacation benefit to eligible employees. Paid vacation, as designated below, will be in addition to scheduled holidays or observed shutdowns. Paid time off may differ from one employee to another due to job responsibilities and assigned work calendar. Please check with Human resources or the SAM sharepoint site for a copy of your calendar.

1. Employees Observing the SAM Administrative Calendar

Time off for vacation must be approved by the immediate supervisor. Two weeks’ notice is required where possible. Special circumstances must be brought to the attention of the supervisor. Paid vacation will be accrued, according to completed service. *(See table below.)*

SAM ADMINISTRATIVE SCHEDULE of PAID VACATION	
Completion of service	Paid Vacation Accrued
1 through 4 years of service	80 hours or 10 days to be awarded on yearly anniversary date.
5 through 9 years	120 hours or 15 days awarded on 5 th – 9 th year anniversary dates

10 or more years	160 hours or 20 days awarded on 10 th & successive year anniversary dates
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2. Vacation Taken in Partial Days

Paid vacation may be taken in hourly increments with supervisor approval.

3. Pay in Lieu of Vacation

The company will NOT pay employees for unused accrued vacation, except upon separation from employment which occurs after the employee’s first year anniversary date.

4. Vacation Holdover

Employees may carry over one week (5 days) of accrued vacation from year to year on their anniversary date. Pre-approval must be obtained from their supervisor.

5. Change in Employment Status

When an employee moves from part time employment status to full time employment status at the SAM Administration level, their vacation accrual will be based on the original date of hire. Employees transferring from Temporary or Per Diem status to full time status at the SAM Administration level will receive vacation based on the original date of hire.

M. WORKERS’ COMPENSATION

In order to protect against medical care expenses and loss of wages caused by injury or illness arising out of and in the course of your employment, you are covered by workers’ compensation insurance which is completely paid for by Summit Academy Management.

It is your responsibility to immediately report all job-related injuries to your supervisor along with a completed Summit Academy Incident Report **within 24 hours**.

Reporting Accidents and Injuries: Any injury, no matter how slight, must immediately be reported to you supervisor. All supervisors are responsible for reporting incidents to the Health & Safety Liaison and Human Resources Management. If you fail to report an injury, you may be denied benefits under the Ohio workers compensation laws.

N. REASONABLE ACCOMMODATION

SAM is committed to compliance with applicable state and federal laws governing the treatment of qualified individuals with disabilities. Accordingly, SAM will provide reasonable accommodations to qualified applicants and employees who have disabilities as defined by applicable law.

A reasonable accommodation is designed to assist an employee in the performance of his or her job without placing an undue hardship on SAM or posing a direct threat to others. Human resources will determine whether accommodations are reasonable on a case-by-case basis.

It is the employee’s responsibility to inform his or her supervisor that a reasonable accommodation is needed to perform essential job functions. The reasonable accommodation request must be specific where possible. Requests for less pressure, reduced stress, or an allergen-free environment are subject to clarification in accordance with applicable law.

SAM will determine the feasibility of the requested accommodation considering various factors including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, SAM’s overall financial resources and organization, and

the accommodation impact on the operation of SAM, including its impact on the ability of other employees to perform their duties and on SAM's ability to conduct business.

The Americans with Disabilities Act does not require SAM to make the best possible accommodation, to reallocate essential job functions, or to provide persona use items (i.e. eyeglasses, hearing aids, wheelchairs, etc.)

Summit Academy, in accordance with all applicable laws, reserves the right to request written documentation from any employee seeking an accommodation. The documentation can be from a doctor, psychologist, rehabilitation counselor, or other professional with knowledge of the employee's limitations. All medical information received by SAM will be treated as confidential.

As the department primarily responsible for reasonably accommodating an employee's disability, the Human Resources Department will typically review the following factors, along with any other applicable factor required by law, to determine the reasonableness of an accommodation:

- what type of job the employee holds,
- what essential functions make up the job,
- what architectural modifications are required,
- whether there are alternative ways to perform the tasks,
- whether furniture or work areas can be rearranged,
- whether the requested accommodation is temporary or permanent, and
- what the proposed accommodation will cost.

At no time will genetic information or family history be taken into consideration when determining a reasonable accommodation.

O. BREAKS FOR NURSING MOTHERS

SAM, in compliance with Section 4207 of the FLSA and any other applicable law, will provide: a place "shielded from view and free from intrusion from coworkers and the public" to express breast milk, and a reasonable break time for an employee to express breast milk for her nursing child for one year after the child's birth each time such employee has a need to express the milk.

VII – LEAVES OF ABSENCE

A. DEFINITION

A leave of absence is time provided which authorizes an employee to be absent from work for an approved reason. All leaves of absence are at SAM's discretion unless otherwise required by law. The sum total of all leaves of absence will not exceed 18 weeks in a 12 month rolling period unless otherwise required by law.

B. NON-FMLA LEAVES OF ABSENCE

Employees may request a Non-FMLA leave of absence for the following reasons:

- Their own serious medical condition as defined under the FMLA
- The birth of a child
- The placement of a child for adoption

Non-FMLA Leaves will be considered for employees that need to be out of work for three (3) or more consecutive days. Employees may take leave up to six (6) weeks in a rolling 12 month period. Intermittent leave under Non-FMLA is not permitted. The sum total of all forms of leave cannot exceed 18 weeks in a rolling 12 months unless permissible by law.

1. Employees must give 30 days' notice of intent to take a non-FMLA leave whenever possible.
2. Employees must request a leave of absence through their immediate supervisor.
3. Non-FMLA Leaves of absence must be approved by the Regional Director and Human Resources management and shall not exceed six (6) weeks.
4. Employees must use all forms of paid benefit time before the leave can be unpaid.
5. Employees who fail to comply with the requirements of the leave, or fail to return to work on the stipulated date (unless the law requires additional leave be given), will be subject to immediate termination.
6. Employees on an approved Non-FMLA leave will be made aware of their rights to continuation of their health and other insurances (if applicable) through COBRA.

C. FAMILY MEDICAL LEAVE (FMLA)

Summit Academy Management will follow the regulations as set forth in the Family and Medical Leave Act of 1993 (FMLA) and all applicable amendments, including the special provisions which apply to school employees. Fraudulent leave requests will be grounds for termination of the leave and employment.

Available leave will be calculated by determining the amount of FMLA leave used by an employee for the twelve (12) months prior to each day for which leave is requested and subtracting that number from the total days equal to twelve (12) or twenty-six (26) work weeks. This is referred to as the rolling method of calculation. Leave time may be calculated differently under special rules, which apply to instructional employees who request or take leaves near the end of the school term and/or who take intermittent or reduced leave. The School term in certain situations permitted under the FMLA regulations.

Employees must exhaust all forms of paid leave prior to going on unpaid leave. By substituting paid vacation, personal, and sick time, the employee will be paid for the time off. When all forms of paid time off have been exhausted, the employee will no longer be paid. Employees may apply for the Leave Share Program to receive donated sick time from their peers to continue receiving pay. Please refer to Part G of this section for information on health benefits during leave.

Advance Notice

Employees must give Human Resources thirty (30) days advance notice for foreseeable leaves. If thirty (30) days' notice is not possible, employees must give as much prior notice as is practicable. If SAM has reason to believe that an employee's absence is for an FMLA qualifying reason, it may designate the absence as FMLA leave with prompt written notification to the employee.

Medical Certification

Employees requesting leave for their own serious illness or to care for a seriously ill family member must submit written medical certification from a healthcare provider, on the form provided by Human Resources in accordance with applicable law.

Health Insurance Coverage

During any FMLA leave, SAM will maintain the employee's coverage under any group health plan (as defined in the Internal Revenue Code of 1986 at 26 U.S.C. 5000(b)(1) on the same conditions as coverage would have been provided if the employee had been continuously employed during the entire leave period. However, if an employee does not return at the end of the leave SAM will recoup its share of the premium payments for health insurance unless specifically prohibited under Code of Federal Regulations 29 (CFR) 825.213 – Employer Recovery of Benefits Costs.

D. MILITARY LEAVE

Summit Academy Management recognizes that all of its employees have the rights and protections afforded to them under the Uniformed Services Employment and Reemployment Rights Act (USERRA) and Ohio's state military leave law. We are committed to protecting the job rights of employees absent on military leave.

In accordance with federal and state law, SAM shall comply with all applicable laws regarding military leave and military status.

E. COURT ATTENDANCE/WITNESS DUTY LEAVE

With proper documentation SAM will grant leave to employees who are required to appear in court as a witness in a grand jury proceedings or any proceeding in a delinquency, juvenile, criminal court case or administrative hearing.

F. CRIME VICTIM LEAVE

Summit Academy Management will grant leave to employees who need crime victim leave. Crime victims, their immediate family members, and victim representatives for incapacitated victims or minors may take leave when a prosecutor requests their assistance preparing for a criminal or delinquency proceeding or when otherwise required by law. SAM will not terminate, discipline, or otherwise retaliate against employees who take crime victim leave. Proper documentation must be provided to support the reason for the leave.

When this leave is granted, it will be unpaid unless otherwise required by law. Employee may use personal or vacation time if he/she so chooses, and has the time available.

SECTION VIII – RULES OF CONDUCT, DISCIPLINARY PROCESS

A. DRESS CODE (Policy #392)

Staff shall dress in a manner that:

- respectfully represents the School;
- is appropriate, not provocative or offensive in the judgment of the Principal; and
- does not threaten the health and safety of students or other staff.

Your employer, the Management Company, may institute a dress code which is more restrictive than the above. Please contact your regional director or immediate supervisor should there be any concern or clarification required.

B. PERSONAL DEVICE USAGE (Policy #149)

School Staff should not use personal devices to call, text, or access non-business related content (unless an emergency) during class times when employees are expected to be working.

C. ALCOHOL & CONTROLLED SUBSTANCES/DRUG-FREE WORKPLACE

Summit Academy Management believes it is important to provide a safe and drug-free work environment for our employees. This includes dealing with drug and alcohol use that negatively affects every workplace. Our company is concerned with the health and wellbeing of all employees. Behaviors related to substance use can endanger all employees, not just the substance users. Our company cannot condone and will not tolerate:

- possession of illegal drugs or alcohol on company property,
- sale, purchase, transfer, trafficking, use, or possession of any illegal drugs or alcohol on the job;
- employees under the influence of alcohol or drugs on the job.

SAM provides an Employee Assistance Program (EAP) to help employees deal with substance abuse and other problems they may encounter.

Any employee who violates this policy will be subject to disciplinary action up to and including termination. The disciplinary action may also include the satisfactory completion of an appropriate rehabilitation program.

Employees must, as a condition of employment, abide by the terms of this policy and report to the Human Resources Department any arrest or conviction under a criminal drug statute, for violations occurring on the School's premises or property or while conducting School business. A report of any arrest or conviction must be made within five days after the offense. This requirement is mandated by the Drug Free Workplace Act of 1988.

All post offer applicants, including independent contractors, will be tested prior to start date at their own expense. SAM reserves the right to test employees or contractors for any reason including but not limited to: post offer, reasonable suspicion, post-accident injury (with reasonable suspicion), or return to duty.

Drug Testing Circumstances:

1. Post Offer – This test is required before a new employee's start date after a conditional offer of employment. SAM will decline to extend a final offer of employment to any application with a positive test result.
2. Reasonable Suspicion – All employees may be tested for drug or alcohol misuse at any time, without notice, when a trained supervisor has reasonable suspicion to believe the employee may be under the influence of drug or alcohol or has violated the School's prohibitions against drug or alcohol use. Transportation to the testing facility will be provided by Summit Academy Management. At no time will an employee be allowed to operate a motor vehicle. If the employee refuses to comply, local law enforcement will be contacted.
 - a. A determination that reasonable suspicion exists requiring a test shall be documented in writing and will be based upon specific, articulable,

contemporaneous observations of the appearance, behavior, speech, or body odors of the employee or any other abnormal conduct or erratic behavior that can reasonably be attributed to drug or alcohol use that occurs during, just preceding, or just after work; or at the request of a police officer or health care provider. The observation may include indications of the chronic and withdrawal effects of controlled substances.

- b. SAM can require employees to submit to a personal search and/or search of any personal article within the employee's work area based on reasonable suspicion or evidence of sale, possession, or use of controlled substances or alcohol. Employees also must submit to searches of their vehicles on Company property.

Any questions regarding Summit Academy Management's Drug and Alcohol Testing policy should be directed to Human Resource Management.

Enforcement

1. Discipline – Employees who test positive for alcohol or drugs or who refuse to take an alcohol or drug test required by this policy, shall be subject to disciplinary action, up to and including termination from employment.
2. Evaluation and Treatment
 - a. In lieu of immediate termination for first time offenders, SAM reserves the right to require an employee who violates the alcohol and drug free workplace policy to submit to a fitness for duty evaluation, which would include the possibility of subsequent random testing for a predetermined amount of time. The decision whether to pursue treatment over termination will take into consideration factors such as:
 - i. severity/nature of the offense,
 - ii. the employee's past work record including any history of disciplinary action,
 - iii. the employee's length of service.
 2. Follow-up alcohol and/or drug testing may be conducted for up to a year after the incident.
3. Costs – SAM will pay all costs of any initial alcohol and drug testing. The employee will pay the costs of any assessment, evaluation, return-to-duty, and follow-up tests that are not covered by the employee's medical insurance plan.

D. TOBACCO AND E-CIGARETTES

Use of tobacco is prohibited in all SAM/School facilities, school buses/vans, and any other SAM vehicle. For purposes of this policy, "use of tobacco" means cigar, cigarette, e-cigarette, pipe, snuff, or any other matter or substance containing tobacco.

SAM strictly prohibits the use of tobacco in Board operated facilities, on SAM leased or owned property, school grounds, school trips, school buses/vans, and other Board vehicles.

This means there shall be no smoking in any SAM-operated building or on any SAM-operated premises. This includes smoking in your vehicle if it is located on SAM premises. If the remote

occasion should occur whereby a student is being transported in a personal vehicle (with proper approvals), there shall be no smoking during transport.

Employees who choose to use tobacco products must do so on their regularly scheduled breaks or meal periods and off SAM property.

E. UNLAWFUL HARASSMENT AND DISCRIMINATION *(Policy #306)*

Summit Academy Management strives for a work environment in which all individuals are treated with respect and dignity. State and federal laws prohibit discrimination based upon race, color, religion, sex, national origin, sexual orientation, disability, genetic information and age in all employment practices. Harassment of an employee, whether verbal or physical, on any of these bases also violates these laws. In addition, retaliation against any employee who, in good faith complains of discrimination or harassment is strictly prohibited.

For purposes of this policy, harassment is defined as unwelcome or unwanted conduct of an offensive nature (whether verbal, written, graphic, visual or physical) when:

1. submission to or rejection of this conduct by an individual is used or threatened to be used as a factor in decisions affecting hiring, evaluation, promotion or other aspects of employment;
2. this conduct has the purpose or effect of unreasonably interfering with an individual's employment performance or creating an intimidating, abusive, hostile, or offensive work environment.

While all unlawful discrimination and harassment is prohibited, sexual harassment is a type of discrimination that is frequently misunderstood, and, therefore, SAM believes that it is appropriate to define it in greater detail. The type of conduct which could be viewed as sexual harassment includes:

1. unwelcome sexual advances;
2. request for sexual acts or favors or demanding or proposing sexual favors in return for promotion, better pay, getting or keeping a job, or any other benefit; or
3. other verbal comments or physical conduct of a sexual nature that creates an offensive and hostile environment and is unacceptable in the workplace. SAM will not tolerate conduct that creates a hostile work environment.

Reporting

In the event an employee feels that he or she is the victim of unlawful harassment or other unlawful discrimination, he or she should immediately notify their supervisor and Human Resources management.

Employees who become aware of unlawful discrimination or harassment against other employees must notify Human Resources immediately. Confiding in a coworker does not constitute a properly made complaint under this policy. SAM cannot take prompt appropriate action if we do not know that the discrimination or harassment has occurred.

No reprisal, retaliation or other adverse action will be taken against any employee who in good faith reports any unlawful discrimination or harassment or assists in the investigation of any such matter.

Investigation

If you feel uncomfortable in addressing your complaint to either of these parties, or if you believe that the person whom you have directed your complaint has failed to properly investigate or remedy your complaint, you must take up the matter with the CEO, who will assign a designee to appropriately address your complaint. All allegations of harassment will be investigated. Confidentiality will be maintained where possible throughout the investigatory process to the extent that is practical and permitted by law. The identity of the complainant will be made known to those involved in the incidents under review, however, so that the matter can be addressed most directly and effectively.

Upon completing the investigation of a harassment complaint, the Investigator will communicate the findings and intended action to the complainant and alleged harasser.

F. OPEN DOOR & DISPUTE PROCEDURE

SAM wants to encourage open communication, feedback, and discussion about any matter of importance to employees. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action can be taken. If the issue cannot be resolved that way, the staff member will have the ability to discuss any unresolved situation via the following dispute resolution procedure. SAM is interested in the success of every employee. We, therefore, welcome the opportunity to help employees whenever feasible.

Procedure

1. If you have a problem or complaint, discuss it with your supervisor immediately. Due to his/her closeness to the situation, he/she should be the best equipped to help resolve the problem. Most problems and complaints can and should be resolved at this level.
2. If you prefer not to discuss your problem or complaint with your supervisor, or after discussing it with your supervisor you do not feel that it was resolved, you may discuss the matter with your Regional Director.
3. If, after the first two steps you still feel the matter has not been resolved, you may discuss it with Human Resources management, who will review it with the appropriate parties and make a final decision.

G. NO SOLICITATION / NO DISTRIBUTION

Providing the most ideal work and learning environment possible is important to SAM. Accordingly, to protect employees and students from unnecessary interruptions and annoyances it is SAM's policy to prohibit the distribution of literature in work areas and to prohibit solicitation and distribution of literature during employees' working time.

Definitions

Solicitation - an oral, person-to-person, face-to-face communication or appeal designed to obtain support (financial or otherwise) for an organization, event, cause or issue.

Distribution - a physical document such as a flyer or handbill designed to publicize or obtain support (financial or otherwise) for an organization, event, cause or issue.

Exception: Although a physical document, union representation cards are considered "solicitation" by the NLRB and by this Handbook.

Working Time - defined as the time when an employee is being paid to perform her or his duties. Working time does not include meal periods and breaks, whether or not the employee is being paid for the meal period and/or break.

Working Area - any area where an employee performs the duties for which she or he is paid.

Exceptions: (a) Employee break and/or meal areas are not considered working areas except for the employees whose duty it is to maintain, service and/or clean such areas when such employees' are being paid to be maintaining, servicing and/or cleaning such areas; (b) the parking lot is not a working area.

Policy

Solicitation, whether face-to-face or electronic, is prohibited (a) during the working time of either the employee soliciting or the employee being solicited.

Distribution by employees is prohibited (a) in any location during the working time of either the employee who is distributing or the employee to whom the distribution is made; and (b) in all working areas.

H. EMPLOYEE BEHAVIOR

All employees are expected to conduct themselves in a professional, ethical, and safe manner. While there can be no exhaustive list that encapsulates all unacceptable behavior, it must be specifically noted that conduct that is threatening, intimidating, harassing, or malicious will not be tolerated. Generally, employees are expected to:

1. report to work on time as scheduled,
2. follow proper call off procedures,
3. comply with all SAM policies and procedures,
4. treat students, families, vendors and members of the public with courtesy and respect while in the course and scope of SAM business,
5. maintain work spaces in an orderly fashion,
6. abide by SAM policies and to cooperate fully in any investigation that SAM may undertake, and
7. Conduct themselves at all times in a manner that supports the mission, core values, and code of conduct of Summit Academy Management.

While it is not possible to spell out all conduct that is prohibited, the items listed below are some examples of prohibited conduct that may result in disciplinary action, up to and including termination of employment:

- a. excessive tardiness or absenteeism,
- b. failure to complete required reports,
- c. theft or dishonesty,
- d. falsification of documentation,
- e. insubordination,
- f. posting of any notices or the removal or defacing of any notices from school or Human Resources bulletin boards is prohibited, (see No Solicitation / No Distribution Policy)
- g. possession of weapons or firearms on school property,
- h. verbal or physical abuse,
- i. unauthorized use of company equipment,
- j. willful or malicious damage to equipment or property of the school or students,
- k. unauthorized duplication or distribution of company keys,
- l. unsatisfactory job performance,
- m. Interfering with the work performance of a coworker or supervisor.
- n. Being insubordinate, threatening, intimidating, disrespectful to, or assaulting a manager/supervisor or coworker, student, family member and/or vendor.
- o. The misuse or unauthorized disclosure of confidential and or proprietary information not otherwise available to persons or firms outside SAM.

I. DISCIPLINARY PROCEDURES

SAM has communicated the policies and procedures of this Handbook with the intention of maintaining an orderly, efficient, and safe work environment. When an employee acts in violation of any of these policies or procedures, disciplinary action will typically be taken as outlined in the steps listed below:

1. Supervisory Coaching – Generally an informal conversation with the direct supervisor(s). The meeting is documented but the notes are kept in the employee’s supervision file.
2. Documented Counseling
3. Written Reprimand
4. Disciplinary Suspension
5. Termination

Summit Academy Management shall have complete discretion in determining the severity of the offense as well as the level of discipline based on the offense. In lieu of disciplinary action where appropriate, SAM may choose to address the performance issue(s) via collaborative corrective actions measures with the employee such as a Performance Improvement Plan (PIP). Further, although SAM generally subscribes to the principle of progressive discipline, depending on the nature of the infraction and the surrounding circumstances, SAM may take any disciplinary action it deems appropriate including termination, even if lesser forms of discipline have not yet been attempted.

J. SAM PROPERTY – RIGHTS TO SEARCH

All SAM property, including but not limited to, lockers, desks, file cabinets, and vehicles, are subject to being searched and the contents held by SAM personnel upon reasonable suspicion. SAM further reserves the right to inspect all property or items stored on company property, for example, tool bags stored around work areas and lunch boxes. While SAM will attempt to advise the employee at

the time of a search or inspection, SAM reserves the right to make any investigation or search without notice of the employee, and in the employee's absence. Theft of any funds or property in any form or fashion will result in immediate termination. SAM reserves the right to investigate any circumstances, including suspected theft of any form or matter, any accident or any other matter deemed appropriate by SAM using any lawful investigative procedures.

All Company property must be returned to SAM upon separation from employment. The replacement cost of any Company property that is not returned in SAM upon separation from employment or upon request will be charged to the employee, and the employee will be expected to pay for such property.

K. PERSONAL PROPERTY

Employees are discouraged from bringing personal items to work. SAM may, from time to time, search and/or require employees to allow searches of parcels, bags and/or other personal items. In the event conducting a search of an employee's personal vehicle is recommended, local law enforcement will be called. Only authorized company employees are permitted to travel in SAM-owned vehicles. Violation of this policy can result in immediate termination.

L. BREAK IN SERVICE

Unless the law requires otherwise, if any employee has a break in service of more than twelve (12) months, previous service will not be credited for bonuses or other potential compensation programs. **For school employees only**, if an employee returns within 24 months of their termination date and returns to the same position, the employee will be reinstated to their pay rate at which they left.

M. ADDITIONAL POLICIES

Independent policies that pertain to specific situations handled by particular groups of employees can be found in the Policy section of Summit Academy's sharepoint site. The sharepoint site can be found at <https://summitaal.sharepoint.com>.

SECTION IX – SAFETY & EMERGENCY PREPAREDNESS

Emergency Preparedness

Summit Academy is committed to providing a safe and healthy environment for all students, employees, and visitors. To fulfill this commitment Summit Academy:

- Maintains and regularly updates an Emergency Management Plan (EMP) that addresses the four phases of emergency management: mitigation, preparedness, response, and recovery in accordance with OAC 3313.536, 3737.73, and 3301-5-01.
- Maintains regular drill, rapid dismissal, and school safety drill logs in accordance with all provision of H.B. 178.
- Makes both the EMP and safety drill logs easily available and readily accessible to all employees.
- Provides annual training required by the Public Employee Risk Reduction Program (PERRP), Local, State, and Federal law and Summit Academy Policy.

- Responds in a timely manner to all health and life/safety issues that are noted during inspections, both external and internal, as well as those reported by employees, students, and visitors.
- Actively promotes a positive and inclusive safety culture among employees, students, and visitors and in turn strongly encourages full employee participation in training and application.
- Adheres to policy regarding treatment and reporting of all head trauma, injury, or potential concussion incidents.
- Adheres to any other applicable safety laws.

Employees are expected to follow safety rules at all times. If an employee observes any unsafe conditions or practices, or is aware of a health concern, he/she should bring this to the attention of the immediate supervisor in a timely manner for appropriate action.

SECTION X – EMPLOYMENT LAYOFFS AND TERMINATIONS

A. EMPLOYMENT AT-WILL

Unless the law requires otherwise or unless you have a written agreement (i.e. contract) which expressly states to the contrary and which is approved by the Summit Academy Management (SAM) Board, employment with SAM is at-will and is not for any specific duration or term. SAM reserves the right to terminate employment at will with or without cause.

B. REDUCTION IN STAFF (Policy #355)

The SAM Board of Directors recognizes the responsibility to provide appropriate staffing levels for the implementation of all educational programs, operations of the schools, and to do so efficiently and economically.

The SAM Board of Directors appoints the CEO/Designee the right to reduce positions and to suspend the contracts of staff members pursuant to such reductions whenever reasons of decreased enrollment of students, job abolishment, management reorganization, lack of work, or financial reasons so warrant or whenever permitted under the law in accordance with this policy and its procedures.

This policy is in addition to and should be implemented along with any applicable provisions or ORC 3319.17 and ORC 3311.83.

C. NOTICE OF RESIGNATION

If you find it necessary to resign, unless applicable law or an employment contract requires a different timeline, SAM asks that you give your supervisor at least two (2) weeks' written notice of your intent to resign.

D. EXIT INTERVIEW

If you resign or are terminated, you may be asked to complete an online exit interview which gives you an opportunity to comment freely about your work experience. Your completed exit interview will be reviewed by management.

SECTION XI – CONCLUSION AND AMENDMENT

A. CONCLUSION

This handbook has summarized some of our policies, programs and benefits. This is not an all-inclusive compendium of SAM policies. If at any time a question arises relating to your employment, feel free to speak to your immediate supervisor or Department of Human Resources.

B. AMENDMENT

This handbook and any attached rules may be amended and modified from time to time as deemed necessary by Management.

ACKNOWLEDGMENT

I, _____, acknowledge receipt and review of the Summit Academy Management Employee Handbook. I will follow the guidelines and procedures set forth in the Summit Academy Management Employee Handbook.

I understand that this handbook outlines my privileges and benefits, as well as certain responsibilities and obligations I have as an employee of Summit Academy Management. If I have questions regarding the contents of this handbook, I agree to seek clarification through inquires to the SAM Human Resources Office.

I understand that by signing this Acknowledgment, I am in no manner binding SAM in a contractual agreement in regard to the permanency of my employment. I also understand that any part of this handbook is subject to change.

I acknowledge that no employee or representative, other than the Board of Directors of Summit Academy Management, has the authority, at present or in the future, to promise me any benefit or make any understanding with me, oral or written, which in any way is greater than or conflicts with this employee handbook.

Employee Name – Print

Date

Employee Signature