



WAKE PREPARATORY
ACADEMY

Employee Handbook for North Carolina Personnel

Effective March 1, 2022

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WELCOME TO WAKE PREP

On behalf of your colleagues and the Board of Directors, we welcome you to Wake Preparatory Academy and wish you every success! We continually seek the brightest and best talent, which is why you are here. We believe that each employee contributes directly to Wake Prep's professional reputation, integrity, growth and success, and we hope you will take pride in being a member of our team.

We have prepared this guide to help you adapt to the Wake Prep environment as quickly and as easily as possible. Please read it carefully. It contains information of general interest and a set of rules we need to observe as we work together. The success of Wake Prep is not dependent upon one person; it takes everyone working together. We are pleased that you have decided to join us. Our future looks bright, but it presents challenges, and we are counting on your help to meet these challenges.

If you have any questions regarding this material, please do not hesitate to contact your supervisor or Human Resources.

We look forward to the years ahead and remain confident that Wake Prep is poised for continued growth and outstanding performance. We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

The Wake Preparatory Academy Board of Directors

INTRODUCTION

1. Overview

This Employee Handbook (“Handbook”) is designed to familiarize you with the policies, practices, and benefits of Wake Preparatory Academy and that of its management company, Charter One, LLC (also referred to as “Wake Prep” or “the School”). This Handbook is not a contract and is not intended to create any express or implied contractual obligations, but we do expect you to read and understand its provisions. Circumstances will undoubtedly require that the policies, practices, and benefits described in this Handbook change from time to time. Accordingly, except for the policy of “at-will” employment, Wake Prep may, from time to time and in its sole and absolute discretion, modify, suspend, rescind, delete from, or add to any and all policies, procedures, or benefits stated in this Handbook. We will attempt to provide notification of such changes when they occur. Each new version of a School policy will supersede and replace all previous versions as of its effective date. This Handbook supersedes all prior Handbooks and/or published policies.

Policies will not be construed or applied in a manner that prohibits discussion or comment regarding working conditions or the terms and conditions of employment, or otherwise interferes with employees’ rights under Section 7 of the National Labor-Relations Act.

2. “At-Will” Employment

Unless you have a contract with Wake Prep stating otherwise, you are employed on an “at-will” basis. You may resign at any time, with or without advance notice and with or without cause. Likewise, the School may terminate your employment at any time, with or without advance notice and with or without cause or a specific reason. Any agreement to employ you for any specific period of time or on any basis other than “at-will” is effective only if it is in writing and signed by an authorized representative of Wake Prep.

Aside from its policy of “at-will” employment, the School may modify the other terms and conditions of your employment (such as compensation, benefits, title, and duties) at any time, with or without notice, except where such terms are set forth in an individual employment agreement signed by an authorized representative of Wake Prep.

3. Equal Employment Opportunity

Wake Preparatory Academy is an equal opportunity employer and makes employment decisions on the basis of merit and business needs. The School does not discriminate against employees or applicants on the basis of race, color, religion, national origin, age, physical or mental disability, sex (including pregnancy), sexual orientation, gender identity, gender expression, marital status, military or veteran status, genetic information, or any other characteristic protected by applicable law. Wake Prep also prohibits discrimination based on the perception that an applicant or employee has any of those characteristics or is associated with a person who has or is perceived to have any of those characteristics. This policy applies to all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

4. Reasonable Accommodation for Disabilities

Wake Prep complies with all federal and state laws concerning the employment of individuals with disabilities. Wake Prep will make reasonable accommodations for qualified individuals with a known physical or mental disability, unless doing so would cause undue hardship to the School. If you have a disability and believe you need a reasonable accommodation to perform your job, please submit a request to Human Resources with the reason for the request, the nature of the disability, and a description of any specific accommodation(s) you propose. We will work with you to evaluate the request and determine whether the desired accommodation, or another accommodation, is reasonable and would be effective in meeting your needs. This evaluation may include alternatives for meeting the underlying need, with input from you, and, where applicable health providers. Wake Prep may not necessarily provide the reasonable accommodation that you or your healthcare doctor has request. As part of this process, the School may request medical documentation. Employees who would pose a direct threat to the health or safety of themselves or other individuals in the workplace, which cannot be eliminated by reasonable accommodation and without undue hardship to the School, will be placed on appropriate leave until a decision has been made in regard to the employee's employment situation.

5. Service Animals

Any dog or miniature horse that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability, qualifies as a service animal under North Carolina law. A service animal does not include other species of animals, whether wild or domestic or trained or untrained.

The School will not discriminate against individuals with disabilities who use service animals if the work or tasks performed by the service animal are directly related to the individual's disability. The School retains the right to exclude service animals from the premises if one or more of the following apply: the animal poses a direct threat to the health or safety of others, the animal fundamentally alters the nature of the public place or the goods, services or activities provided, or the animal poses an undue burden. Any person(s) handling a service animal on Wake Prep property is liable for any damages caused to the property by the service animal.

Service dog requests must provide proof of the following vaccinations: DHLPPC (distemper, hepatitis, leptospirosis, parainfluenza, parvovirus, and coronavirus), Bordetella, rabies. Miniature horse requests must provide proof of the following vaccinations: Equine Infectious Anemia (Coggins Test), rabies, tetanus, encephalomyelitis, rhinopneumonitis, influenza, and strangles.

All service animals must be: spayed or neutered; treated for and kept free of fleas and ticks; and kept groomed to avoid shedding and dander. Owners of the service animal are liable for any harm or injury caused by the animal to students, staff, visitors, and/or property.

6. Harassment-Free Work Environment

Wake Prep is committed to providing a work environment that is free of discrimination and harassment. In keeping with this policy, the School strictly prohibits harassment of any kind, including harassment on the basis of any characteristic protected by applicable law. The School's Anti-Harassment policy applies

to all persons involved in the operation of the School and prohibits harassment by any employee, including managers, as well as by vendors, clients, and any other persons, including students. It also prohibits harassment based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment includes, but is not limited to, unwelcome or unwanted sexual advances, requests for sexual favors and other verbal, visual or physical conduct of a sexual nature, as well as slurs, jokes, or other offensive conduct related to an individual's race, color, religion, national origin, age, physical or mental disability, sex (including pregnancy), sexual orientation, gender identity, gender expression, marital status, military or veteran status, genetic information, or any other characteristic protected by applicable law. Such conduct is considered unlawful harassment when:

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

Harassment may take many forms. Examples of conduct prohibited by this policy include, but are not limited to:

- **Verbal Harassment** – such as jokes, epithets, slurs, stereotyping, and remarks that denigrate or show hostility or aversion toward an individual because of a protected characteristic;
- **Physical Harassment** – such as physical interference with normal work; impeding or blocking movement; assault; unwelcome physical contact; leering at a person's body; and threatening, intimidating, or hostile acts that relate to a protected characteristic; or
- **Written or Visual Harassment** – such as offensive or obscene email, text messages, Internet postings, photographs, calendars, posters, cards, cartoons, drawings and gestures; display of sexually suggestive or lewd objects; unwelcome notes or letters; and any other written or graphic material that denigrates or shows hostility or aversion toward an individual because of a protected characteristic and is displayed on School premises or circulated in the workplace.

Wake Prep prohibits any and all conduct that may reasonably be interpreted as harassment as defined above, including conduct that may be described as "bullying," regardless of whether such conduct rises to the level of unlawful harassment. Examples of bullying include:

- **Verbal bullying:** Slandering, ridiculing or maligning a person or his/her family; persistent name calling that is hurtful, insulting or humiliating; using a person as the butt of jokes; abusive and offensive remarks.
- **Physical bullying:** Pushing, shoving, kicking, poking, tripping, assault or threat of physical assault; damage to a person's work area or property.

- **Gesture bullying:** Non-verbal threatening gestures or glances that convey threatening messages.
- **Exclusion:** Socially or physically excluding or disregarding a person in work-related activities.

7. Reporting and Investigation Procedure for Complaints of Discrimination or Harassment

In accordance with our RAISE values, all staff should seek first to understand one another before being understood. When possible, the School encourages individuals who believe they are being subjected to such conduct to promptly advise the offender that his or her behavior is unwelcome and request that it be discontinued. Often this action alone will resolve the problem. The School recognizes, however, that an individual may prefer not to address the matter directly with the offender.

Any employee who believes that he or she has been subjected to or witnessed any form of discrimination or harassment in the workplace should notify his or her supervisor, Human Resources, or any member of the executive team with whom they are comfortable speaking as soon as possible. Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment, whether by observing behavior or by receipt of a complaint, must immediately report the matter to Human Resources so it can be investigated in a timely manner. Reports and complaints of sex discrimination and sexual harassment also may be made using the School's Title IX grievance procedures, which can be found on page 48 of this Handbook.

The School encourages, but does not require, complaining parties to provide a written description of the incident(s) prompting their concern, including dates, the name(s) of the individual(s) involved, and the name(s) of any witness(es). All complaints will be investigated promptly; however, the amount of time needed to complete an investigation will vary depending on the specifics of the complaint. The investigation will be conducted in as confidential a manner as possible, keeping in mind that it is necessary to share information (possibly including the name of the complaining person) to conduct a fair and effective investigation.

Following the investigation, all facts will be reviewed. If the complaint is determined to be valid, the person(s) responsible for the harassment will face immediate and appropriate disciplinary action based on such factors as the nature of the conduct and the frequency and severity of the incident(s). Disciplinary action may include, but is not limited to, counseling, training, warnings, suspensions, demotion, or discharge.

All employees are expected to cooperate fully with harassment investigations. An employee who refuses to participate in the investigation, provides untruthful statements to the investigator, or otherwise obstructs the investigation process is subject to disciplinary action, up to and including termination of employment.

Wake Prep prohibits retaliation against any applicant or employee who reports an incident of alleged discrimination or harassment, makes a complaint about an incident of alleged discrimination or harassment, or provides information during an investigation. Any report of retaliation will be promptly investigated in accordance with the procedures outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

EMPLOYMENT PRACTICES

8. Confidential Information about Wake Prep and Students

By working at Wake Prep, you may be given access to, develop, or learn about confidential information that belongs either to the school, its employees, or its students. You are responsible for safeguarding confidential information obtained in connection with your employment, and are prohibited from revealing or disclosing any such information unless it is necessary to do so in the performance of your duties or as required by applicable law. This includes complying with the school's policies and all directions regarding the handling of confidential information. In addition, all employees have agreed to, and are bound by, the confidentiality provisions in their signed offer letter or employment agreement with the school. Even among employees, access to confidential information should only be granted on a "need-to-know" basis.

Information about students is considered confidential and its handling must comport with applicable federal and state laws, including, but not limited to, the Family Educational Rights and Privacy Act (FERPA) and its implementing regulations (34 C.F.R. Part 99), and the Individuals with Disabilities in Education Act (IDEA) and its implementing regulations (34 C.F.R. Part 300). All employees are held to the highest standards of professionalism, and are expected to hold any conversations regarding student(s) in appropriate places and only with staff who are directly involved in the student's education. Employees should consult with their manager or supervisor before releasing any information.

Confidential information also includes proprietary information regarding the business or operations of Wake Prep or of third parties with whom it does business. Such information has actual and/or potential economic value by virtue of its secrecy; therefore, the School places great importance on maintaining confidentiality.

Examples of such confidential information include, without limitation, the following:

- Non-public financial information (such as business plans and non-public financial statements)
- Internal reports and presentations
- Marketing plans and strategies
- Pending projects and proposals
- Technological data
- Information about another business that the business has directed ALA to keep confidential

To further protect the School's proprietary information and student information, you may not use cameras or audio or video recording devices of any kind (including smartphones) to capture images or make a record of documents, information, data, or communications related to confidential information. Keep in mind, as well, that making audio recordings without the consent of all participants to a communication is unlawful in some states.

You may not use Wake Prep's confidential business or student information for your own benefit or for the benefit of any third party without the School's express written consent. Any breach of this policy will not be tolerated and may result in legal action by the School.

9. Background Checks

It is Wake Prep policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Conduct of criminal history and background checks will be conducted in accordance with the school's Criminal History Check Policy, as adopted by the Wake Prep Board of Directors. Background checks may include verification of any information on the applicant's resume or application form. In some instances, fingerprinting may be required in connection with the background check process. In all cases, employment is conditioned upon the results of the background check being satisfactory to Wake Prep.

In the event you are arrested, charged with, or convicted of a crime, other than a minor traffic violation, you are required to notify your supervising director.

Pursuant to the school's Criminal History Check Policy, if a candidate or employee is found to have been convicted or charged of a criminal offense, other than a minor traffic violation, the School shall determine whether the individual is qualified for employment despite the criminal history based on a consideration of the totality of the circumstances, including, among other things, whether the individual poses a threat to the safety of students or personnel or has demonstrated that he or she does not have the integrity or honesty to fulfill the duties of the position. The following factors will be considered in making this determination: (1) the nature and gravity of the offense or conduct; (2) the time that has passed since the offense or conduct and/or completion of the sentence; and (3) the nature of the job sought. Before Campus Administration may exclude a final candidate based on his or her past criminal convictions, Campus Administration must give the candidate the opportunity to demonstrate that the exclusion does not properly apply to him or her.

10. Certification and Licensure

Certain employees are required to maintain certificates or licenses for their positions. In the event a license or certification is suspended or revoked, the employee must immediately notify their direct supervisor director. The employee may be removed from the position, reassigned, or terminated, depending on the circumstances of the loss of certification or license. Employees may contact the Human Resources department for renewal of licensure. However, employees are ultimately responsible for renewal of licensure and keeping track of any professional development hours needed for renewal or completed at the School or in previous Districts.

11. Personnel Records

Wake Prep restricts disclosure of your personnel file to authorized individuals at the School, except as required by law. Any request for information contained in personnel files must be directed to Human Resources. Only Human Resources is authorized to release information about current or former employees. Disclosure of personnel information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or government agencies conducting official investigations and as otherwise legally required.

To ensure that personnel records are kept up-to-date, inform your manager or Human Resources of any changes such as address, phone number, or other relevant information.

Please be advised that, although personnel files are confidential, if you are employed directly by the Board of Directors, certain limited information, including name, age, dates of original employment, and certain other terms of employment may be subject to public disclosure pursuant to N.C. Gen. Stat. §§ 115C-218.25 and 115C-320, and the confidentiality of your personnel file may be governed by Article 21A of Chapter 115C of the North Carolina General Statutes. The provisions of that chapter do not apply to employees employed by Charter One, LLC, or any other entity.

12. Employment References

All requests for references or employment verification must be directed to Human Resources. No manager or employee is authorized to release reference information for current or former employees. The School's policy is to disclose dates of employment and title of the last position held.

13. Immigration Law

It is our policy to comply with all applicable federal and state laws regarding verification of employees' authorization to work in the United States. The School uses the federal government's E-Verify database to check the eligibility to work in the United States of each applicant who has accepted an offer of employment. The use of E-Verify is in addition to the federal requirement that each new employee complete an Employment Eligibility Verification Form (I-9) and present documentation establishing identity and employment eligibility within three working days of hire.

As an equal opportunity employer, the School does not unlawfully discriminate on the basis of citizenship or national origin, and does not use E-Verify to prescreen applicants or discriminate against any applicant or employee.

14. Solicitation and Distribution of Literature

In order to ensure efficient operation of the School and prevent disruption in the workplace, it is necessary to control the solicitation and distribution of literature on School property. Wake Prep has established the following rules governing the solicitation, distribution of written material, and entry onto the premises and work areas:

- You may not solicit support for or distribute any printed material for any cause or organization during your working time or during the working time of other employees at whom such activity is directed. Working time does not include off-duty periods.
- Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on School property.

This policy will not be construed or applied in a manner that interferes with your rights under Section 7 of the National Labor-Relations Act, including the right to engage in concerted activity.

If you are in doubt concerning the application of these rules, contact Human Resources.

15. Performance Reviews

Performance reviews provide you, your supervisor, and other members of the management team the opportunity to communicate with each other concerning performance, expectations, goals, and objectives. The frequency of performance reviews may vary depending upon your length of service, job position, performance, changes in job duties, or recurring performance issues.

Performance reviews may assess factors such as the quality and quantity of the work performed, your knowledge of the job, initiative, work attitude, and attitude toward others. Performance reviews will help you become aware of your progress and areas for development. Once the performance review has been delivered, you are expected to sign the review to acknowledge that it has been presented and discussed with you by your supervisor and you are aware of its contents.

Please keep in mind that there is no direct link between performance reviews and compensation, and that a good performance review does not guarantee a compensation increase. Compensation adjustments are dependent on many factors (including, but not limited to, legislative appropriations, market conditions, and your job performance).

16. Standards of Conduct & Discipline

We seek to foster an environment that encompasses creativity, engagement, and teamwork. In order to create such an environment, we expect you to act in a reasonable manner at all times in the workplace, classroom, while on or using the School's property, or whenever representing Wake Prep. Performance deficiencies, violation of School policies and rules, and/or engaging in misconduct may result in some form of disciplinary action, up to and including termination of employment.

In dealing with deficiencies in conduct or work performance, Wake Prep considers a number of factors in determining whether to take disciplinary action, including the nature and seriousness of the offense, the employee's past record, the impact on the School, and any mitigating or aggravating circumstances. The major purpose of disciplinary measures short of termination is corrective, to encourage employees to improve their conduct or performance and prevent recurrence of the problem so the employee may continue employment. Corrective disciplinary measures will not apply in the event of a serious offense that warrants immediate termination or in other circumstances when the School determines that corrective measures would be inappropriate.

Examples of potential disciplinary actions include, but are not limited to, oral counseling, informal written warning, formal written warning, suspension with or without pay, demotion, probation, or discharge with or without additional notice. The School is not required to follow any set or established disciplinary procedure and may, in its discretion, apply the level and type of discipline it determines to be appropriate in the circumstances. It should be understood that occurrences need not be of the same type or nature to warrant increasing severity of disciplinary action. Further, certain types of employee problems are serious enough to justify a suspension or termination of employment without going through any prior or progressive disciplinary steps.

The types of misconduct identified below are merely examples and do not constitute a complete list of all types of conduct that can result in disciplinary action. Examples of prohibited conduct include, but are not limited to, the following:

- Engaging in acts of violence or threats of violence or harm to others;

- Engaging in acts of theft or sabotage;
- Committing any act of fraud, dishonesty, or breach of trust, under any circumstances;
- Conduct that violates federal or state constitutions, statutes, or regulations, city ordinances, or State Board of Education rules;
- Participating in horseplay or practical jokes on School time or School premises;
- Violation of policies prohibiting discrimination, harassment, and retaliation, or other conduct that is destructive to a positive work or educational environment. This includes, but is not limited to, physical abuse, verbal abuse, harassment, derogatory/racial remarks, use or display of profane/vulgar language, gestures, or conduct, and engaging in inappropriate personal or sexual relationships with students
- Violation of the drug and alcohol policy, including being under the influence of alcohol or illegal drugs (including medical marijuana) while on duty or on School premises;
- Falsification of employment records, employment information, time sheets, or other School records;
- Theft or unauthorized use of School facilities, property, equipment, time, or materials;
- Deliberate destruction or damage to any School property or the property of any employee, student, or visitor;
- Bringing or possessing firearms, weapons, or any other hazardous or dangerous devices on School property or during on-duty time, without proper authorization;
- Failure to maintain the confidentiality of Wake Prep’s proprietary information or student information;
- Failure to immediately report to one’s direct supervisor the fact that one has been criminally charged with any offense other than a minor traffic offense, or of any arrest or conviction that would preclude the employee from receiving a fingerprint clearance card.
- Insubordination (failure or refusal to obey the instructions of a supervisor);
- Failure to meet attendance expectations, including excessive tardiness or absenteeism;
- Unsatisfactory job performance;
- Reporting working time inaccurately, working unauthorized overtime, or refusing to work assigned overtime.

The above is not intended to be a checklist or to set minimum or maximum standards of conduct. Neither the examples above nor the potential disciplinary action referenced in this Handbook alters the “at-will” nature of employment with Wake Prep.

Employees are responsible for their conduct and actions in relation to all Board policies. Updates to Governing Board policies or administrative regulations may occur. For more clarification, employees may contact campus administrators.

17. Separation from Employment & Return of Property

If Wake Prep initiates a separation from employment, it will be considered an involuntary termination. You may voluntarily terminate your employment by resigning from your position. Although not required, Wake Prep requests that you provide two weeks written notice of your intention to leave the School.

Whether your separation is voluntary or involuntary, all School-owned property (including, but not limited to, keys, hardware, software, passwords to subscribed services, documents, portable storage media, and electronic information and data) must be returned on or before your last day. Other than documents related to your own terms of employment (such as pay statements and benefit plan documents), you may not retain any School property, or any copies of same, after the conclusion of your employment. Further, even after your termination, you are required to continue to protect from disclosure any confidential information you learned or to which you were given access during your employment.

To the extent that you possess School property in electronic form on computers or other equipment owned by you personally, you must provide the School with a written description of all such information and materials and preserve (and not delete) such information and materials until receiving direction from Wake Prep with respect to the manner in which such information and material should be removed from your personal equipment.

18. Employee Ethics

Employees are expected to maintain high ethical standards in the performance of their job duties and in their relationships with other employees, students, and community members. Examples of the standards to which employees are expected to adhere include, but are not necessarily limited to:

- Assure the safety and well-being of the students.
- Make decisions based on the best interests of students.
- Demonstrate positive and appropriate relationships with students, parents, staff members, and others.
- Fulfill job responsibilities with honesty and integrity.
- Direct criticisms or concerns to direct supervisor
- Support the principle of due process and protect the civil and human rights of all individuals.
- Refrain from using school contacts and privileges for any purpose other than official Wake Prep business.

- Avoid using position for personal gain through political, social, religious, economic, or other influence.
- Avoid conflicts, or the appearance of a conflict, between the employee's interests and those of the School. Circumstances in which a conflict of interest would exist include, but are not limited to, having a financial or personal interest in a competitor or vendor of the School, or standing to benefit personally (in the form of "kickbacks," gifts, or otherwise) from the success of such a competitor or vendor or from any transaction involving Wake Prep.
- Pursue appropriate measures to influence change in any laws, policies, or regulations that are not consistent with sound educational goals.
- Pursue professional development of the employee's profession through research and/or continuing professional development.
- Demonstrate the proper use and protection of School property, equipment, and materials.
- Fulfill all contractual obligations through term or until released.
- Maintain confidential information during the course of employment unless disclosure serves School purposes or is required by law.

COMPENSATION AND WORK SCHEDULES

19. Employee Categories and Classifications

The following is intended to help employees understand employment classifications, status, and benefit eligibility. These classifications do not guarantee employment for any specified period of time.

All employees are classified as either non-exempt or exempt under wage and hour laws. Non-exempt employees are employees whose work is covered by the Fair Labor Standards Act (FLSA). They are NOT exempt from the law's requirements concerning minimum wage and overtime. Exempt employees hold jobs that meet the criteria established by the U.S. Department of Labor for being exempt from the FLSA's minimum wage and/or overtime provisions. This generally includes managers, professionals (including teachers), and certain administrative and technical staff.

If you have any questions about your classification, contact Human Resources. Only the School can change an employee's FLSA classification. All employees, whether exempt or non-exempt, are covered by North Carolina's minimum wage law.

Wake Prep also has established the following categories for both non-exempt and exempt employees:

- Regular full-time: Employees who are not in a temporary status and who are regularly scheduled to work a full-time schedule of 40 hours per week (annualized average). Generally, these employees are eligible for the full benefits package, subject to the terms, conditions and limitations of each benefits program. This category includes Full-Time Academic-Year Faculty, Unclassified Full-Time Salaried Staff, and Classified Full-Time Hourly Staff.
- Regular part-time: Employees who are not in a temporary status and who are regularly scheduled to work less than the full-time schedule but at least 20 hours each week.
- Temporary full-time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work a full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.
- Temporary part-time: Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work less than the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Part-time and temporary workers are not eligible for benefits unless specifically stated in School policy or deemed eligible according to plan documents.

20. Work Schedule

If you are a non-exempt employee, your manager will inform you of your individual work schedule. You are expected to abide by your assigned work schedule and may not exchange work schedules with other employees without approval from your manager.

If you are a teacher, you are expected to be at your assigned School for a minimum of eight hours per day, as outlined in the employment agreement and by Campus administration. Schedule and hours may vary based upon meetings, activities, or other duties assigned under your contract or by administration.

If you are an exempt employee other than a teacher, Wake Prep does not establish fixed work hours for you. You are expected to work as long as necessary to complete your job, but are generally expected to be present and working during core business hours for your role, as defined by your manager.

21. Non-Exempt Employee Compensation

If you are a non-exempt employee, the following policies apply to your employment with Wake Prep. If there are any questions, contact Human Resources.

Timekeeping Requirements

Accurately recording time worked is the responsibility of every non-exempt employee. Federal and state laws require Wake Prep to keep an accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Non-exempt employees must accurately record the time they begin and end their work, the beginning and ending time of each meal period, any overtime hours, and any absences, vacation time, sick time, and holidays. Time should be recorded to the nearest tenth of an hour. Short rest breaks (15 minutes or less) need not be recorded. Consult with your supervisor or Human Resources for instructions on how to properly document your time worked.

Employees must submit time daily via the approved Timekeeping system. Altering, falsifying, or tampering with time records, or recording time on another employee's time record or for another employee, is strictly prohibited and may result in disciplinary action, up to and including termination of employment.

It is your responsibility to certify that your time records accurately reflect all of the hours you actually worked in a given pay period. All corrections must be approved by you and your supervisor. Wake Prep does not permit or condone working "off the clock."

If you believe there is an error in your time records, you should immediately report the error to your immediate supervisor, who will investigate and recommend any necessary or appropriate corrections or modifications.

Overtime

Overtime may be either mandatory or incidental. Non-exempt employees occasionally may be required to work overtime. Employees who anticipate a need for overtime to complete the week's work must notify their supervisor in advance and obtain approval before working hours that extend beyond the employee's normal schedule.

All hours worked in excess of 40 hours in one workweek will be treated as overtime and paid accordingly. The workweek begins at 12:00 a.m. Sunday and ends at 11:59 p.m. on Saturday.

Wake Prep provides compensation for all overtime hours worked by non-exempt employees in accordance with applicable federal and state law. Only actual hours worked in a given workweek are counted in calculating overtime; PTO, holidays, sick time, and other paid time not constituting actual hours worked is not considered in overtime calculations.

Training, Meetings, and Events

You will be paid in accordance with applicable law for your attendance at meetings, lectures, and training programs when attendance at such meetings and other functions is mandatory.

Non-exempt employees will not be paid for time spent at School-sponsored events that occur outside of the employee's normal working hours unless attendance at the event is required.

Travel Time

You will be paid for travel time in accordance with federal and state wage payment laws.

22. Meal Periods and Rest Breaks

If you are an exempt employee, you do not have any fixed schedule for meal or rest breaks, but may take them as appropriate upon discussion with your supervisor. If you are a non-exempt employee, you are expected to observe the time allowed for meal periods and rest breaks as defined below.

If you feel you are unable to take a meal period or rest break for any reason, or if you work through a meal period, notify your supervisor or Human Resources.

Meal Periods

If you work more than four hours on a given workday, you will be provided with an unpaid meal period lasting 30 minutes. During your meal periods, you are entirely relieved from duty. Meal periods may not be taken at the beginning or end of a shift and may not be combined with rest breaks. The School requires employees to take meal period on School premises.

Rest Breaks

You generally will be given a paid 15-minute rest break for each four hours worked. Rest breaks are not guaranteed; they may be taken as permitted by the workload and your supervisor, with the goal of providing the least disruption to School operations. Rest breaks may not be combined with meal periods or taken at the beginning or end of a work shift. All rest breaks must be taken on School premises.

23. Payroll Deductions

We are required to withhold federal and state income and payroll taxes from your wages. The School will make other deductions from your wages as required by law (for example, when directed to do so by a lawful wage garnishment order) and will also make authorized deductions based on your benefit elections.

The School prohibits deductions from the pay of exempt employees other than teachers due to (a) variations in the quality or quantity of work performed by the employee; (b) an absence of less than a full work week if the absence is required by the School or its operational needs; and (c) partial-day absences, except to the extent that such deductions may be permitted by law. For example, deductions

may be made for full-day absences due to illness after an employee has exhausted available paid time off, for unpaid disciplinary suspensions of one or more full days for violation of workplace conduct policies, or to offset any pay received in a particular week from jury duty, witness fees or military service.

If you wish to change the number of exemptions or your marital status for income tax withholding purposes, contact the Human Resources or Finance department.

24. Payment of Wages

Paydays are scheduled twice per month. If a regular payday falls on a weekend or holiday, you will be paid on the next business day after to the regular payday. Paystubs and tax information are available through the employee self-service portal.

Wake Prep offers direct deposit for all employees. You may start and stop direct deposit at any time. To begin, change, or stop direct deposit, you must complete a form (available from Human Resources) and return it to Human Resources before the pay period for which you would like the change to begin. For employees who do not elect direct deposit, it is Wake Prep policy that the employee's paycheck will only be given personally to that employee or mailed to the employee's home address.

We take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday. If you believe that an improper deduction or other error has been made with respect to your pay, you should promptly bring the discrepancy to the attention of Human Resources. Employees may raise questions and concerns about their pay without fear of retaliation. If it is determined that an error was made, it will be corrected as quickly as possible.

Wake Prep does not issue pay advances or payroll loans.

25. Punctuality & Attendance

All employees are expected to report to work as scheduled, on time, and prepared to start work. You are also expected to remain at work for your entire work schedule, except for meal periods or when required to leave on authorized School business. Late arrival, early departure, or other unapproved absences from your scheduled hours are disruptive and must be avoided whenever possible.

Employees are expected to provide at the least the amount of advance notice listed below, corresponding to the type of absence:

1. For a scheduled absence of eight hours (one day) or more, employees must give notice at least one week (seven days) in advance.
2. For a scheduled absence of fewer than eight hours, employees must give notice at least two working days in advance. (No exceptions, other than for FMLA-qualified leave, or as a reasonable accommodation under the Americans with Disabilities Act.)
3. For an unanticipated or emergency absence occurring (a) before the beginning of an employee's shift, the employee must notify his or her supervisor at least 30 minutes before the shift begins; and (b) during an employee's shift, the employee must notify his or her supervisor prior to leaving the premises, ideally at least 30 minutes before leaving.

An employee's supervisor must approve any exceptions to this provision or any conflicts in scheduling.

For non-emergency absences, teachers are responsible for confirming with campus administrators that substitutes have been arranged, and for providing full lesson plans and materials. In the event of a last-minute emergency absence, please contact the appropriate campus administrator as soon as possible to provide time for them to secure a suitable substitute.

Not reporting to work and not calling to report the absence is a no-call/no-show (NCNS) and is a serious matter. The first instance of NCNS will result in a final written warning. The second instance may result in termination of employment with no additional disciplinary steps. If you are absent without contacting the School for three consecutive days, you will be considered to have abandoned your job, and your separation will be processed as a resignation.

Excessive tardiness may lead to disciplinary action, up to and including termination of employment. Tardiness is excessive if you are frequently or unnecessarily late or if you demonstrate a pattern of tardiness. Likewise, excessive absenteeism, abuse of Wake Prep's time off policies, or repeated failure to report absences on time may lead to disciplinary action, up to and including termination of employment. Unexcused absences are excessive if they occur frequently or if they show a pattern. Absences for protected reasons such as jury duty, paid sick time, FMLA leave, or other leaves of absence protected by applicable law are considered excused and will not give rise to any disciplinary action.

WORK ENVIRONMENT, SAFETY, & SECURITY

26. School Property

All School-supplied work tools and equipment, office equipment and supplies, cellular telephones, and other School property must be used properly and maintained in good working order. If you lose, steal, or misuse School property, you may be subject to disciplinary action, up to and including termination of employment.

Wake Prep may inspect all School property at any time and for any reason, with or without you being present. You must obtain advance authorization before any School property is removed from the premises.

You must return all School property at the conclusion of your employment. See Section 17 regarding Separation from Employment for more information.

27. Technology Systems

Wake Prep provides an e-mail system, voicemail system, access to the internet, and other technology systems to assist you in conducting School business. All information, data, and messages created, received, sent, or stored in these systems are, at all times, the property of Wake Prep. These systems are to be used primarily for business purposes, but limited and occasional use for personal purposes is permitted if such use does not impair our operations or interfere with your productivity. All existing School policies apply to your conduct on the internet and use of all technology systems, including, but not limited to, School policies regarding intellectual property, misuse of School property, discrimination, harassment, sexual harassment, information and data security, and confidentiality.

Wake Prep does not allow employees to use personal e-mail or messaging services to conduct school business. All written communications regarding school business must be made through your school issued e-mail account, or, if conducted in hard copy, through written correspondence under the school's address.

Wake Prep does not allow its technology and communication systems to be used in creating, receiving, sending, or storing data that may reasonably be considered to be malicious, defamatory, obscene, or harassing. Such data includes, but is not limited to, sexual images and comments, and any material or images that would reasonably offend any person based on characteristics protected by applicable law. Any such use violates this policy and may violate Wake Prep's policy against harassment. If you are aware of the misuse of these systems by other employees, immediately report the misuse to your manager or Human Resources.

Wake Prep has software and systems in place that are capable of monitoring and recording all network traffic to and from any computer you may use. The School retains the right to access, review, copy, and delete any of the information, data, or messages accessed through these systems with or without notice to you and/or in your absence. This includes, but is not limited to, all e-mail messages sent or received, all web site visits, all chat sessions, and all file transfers into and out of the School's internal networks. Wake Prep may retrieve previously deleted messages from e-mail or voicemail and monitor usage of the Internet, including web sites visited and any information you have downloaded. In addition, the School

may review internet and technology systems activity and analyze usage patterns to ensure that technology systems are devoted to legitimate business purposes. Accordingly, **you should not have any expectation of privacy as to your internet or technology systems usage** and should not use these systems for information you wish to keep private.

Employees may not download software or other copyrighted material unless pre-approved to do so by the IT Department. Employees are not permitted to copy, transfer, rename, add, or delete information or programs belonging to other users unless given express permission to do so by Wake Prep and the owner of such information or programs. Failure to observe copyright or license agreements may result in disciplinary action from the School and/or legal action by the copyright owner.

Employees must not use Wake Prep systems in a way that disrupts use by others. Employees must not send or receive large files that could be saved/transferred via thumb drives. Employees are prohibited from sending or receiving files that are not related to work.

Employees should not open suspicious emails, pop-ups or downloads. Contact the IT department with any questions or concerns to reduce the release of viruses or to contain viruses immediately.

Employees who use personal devices for business purposes must agree, and by using such devices do agree, to permit the School to access any such devices to preserve, obtain, or access business information or data and must permit the School to: (a) inspect all such devices and remove School data from them at the conclusion of employment, (b) install such security or anti-virus software as it deems appropriate (including “remote wipe” software) before the employee uses the device for business purposes, and (c) delete data from such devices if the device is lost or stolen, employment terminates, or the School determines that data stored on the device is insecure or vulnerable to disclosure or access to a third party.

Wake Prep may inspect any and all files stored in all areas of the School’s network, including those assigned to you and those stored on any School computer, for any reason and at any time. We may issue electronic passwords to you when authorized to utilize its computer systems. You may change these passwords from time to time, but all passwords must be disclosed to the School and may be overridden by the School at any time.

28. Social Media

The School understands that social media can be a fun and rewarding way to share your life and opinions with family, friends, and co-workers. However, use of social media also presents certain risks and carries with it certain responsibilities.

To assist you in making responsible decisions about your use of social media, the School has established the following guidelines, which apply to all employees. For purposes of this policy, the term “social media” includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else’s blog, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the School.

1. As a general rule, you are ultimately responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your

conduct that adversely affects your job performance or the performance of fellow employees, or otherwise adversely affects students, their families, School suppliers, or people who work on behalf of Wake Prep or its legitimate business interests, may result in disciplinary action up to and including termination.

2. Ensure that your postings are consistent with these guidelines and our other conduct policies. Inappropriate postings that include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.
3. You may not use social media in connection with work except as authorized by the school.
4. Make sure that it is clear that information you post in your personal capacity are your own, and not those of the school. Do not represent, or do anything that would give the false impression, that you are posting information on behalf of the school, or with its authorization, unless you have, in fact, been authorized to do so.
5. Always be fair and respectful to co-workers, vendors or people who work for or on behalf of the School. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers, supervisor, or Human Resources than by posting complaints to social media.
6. Make sure you are honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. You should assume that a permanent record is being made of every statement you post. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched.
7. Never post any information or rumors that you know to be false about the School, its students or their families, fellow employees, other people working on behalf of the School, or any of Wake Prep's competitors.
8. Follow the policy regarding Confidential Information and maintain the confidentiality of the School's proprietary business and financial information and confidential student information.
9. Do not "friend," "follow," or otherwise connect with current Wake Prep students using any of your personal social media accounts.
10. Do not post statements that disparage the School's students or the quality of the School's educational services.
11. Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your supervisor.
12. Do not use a school email address to register on social networks, blogs or other online tools utilized for personal use.
13. If you use social media in connection with work, be sure to keep a record of all accounts and login information so that they may be disclosed to the school in the event you leave your

employment. A copy of communications made on social media in connection with your work must be retained, in accordance with the school's document retention policies.

Actual or perceived violations of this policy should be reported to your manager or Human Resources. Violation may result in disciplinary action, up to and including termination of employment. This policy will not be construed or applied in a manner that interferes with employee rights under Section 7 of the National Labor-Relations Act, including the right to engage in concerted activity.

29. Health and Safety

Wake Prep strives to provide safe working conditions for its employees. Everyone shares in the responsibility for maintaining a safe workplace and conducting business in a way that minimizes risks to you, your co-workers, and the organization.

Employees must obey all applicable federal, state, and local health and safety laws and rules and inform managers of any potential safety hazards observed. Failure to follow safety and health laws, regulations, or policies, or engaging in conduct that places the individual, other employees, or Wake Prep property at risk can lead to disciplinary action and/or termination.

In the event you experience or witness an accident in the workplace, notify your manager immediately. Your manager will contact the WCCA Injury Triage Line, or if necessary, call 911.

Each facility shall have posted an emergency plan detailing procedures in handling emergencies such as fire, weather-related events and medical crises. Each employee has the responsibility to identify and familiarize her/himself with the emergency plan for his/her working area.

30. ID Badges, Keys, and Codes

Badges, keys and codes must be safeguarded as Wake Prep's property. Any lost badges, keys or codes must be reported to the campus Office Manager or Department Head immediately. Employees may be responsible for payment to replace keys or rekeying of doors or locks. A \$200 fee will be deducted per request for rekeying a building.

New employees will receive a Security ID Badge that must be worn above the waist and not covered by any clothing. Employees must have this badge on them at all times when on the company's property and any functions with the company at other locations. Security ID Badges will only be issued by Human Resources at the time of on boarding.

Keys and codes that are given to employees will be signed for at the time of receipt and signed for at the time of collection. Employees must not loan or give their keys or share codes. Ensure that gates are closed and locked at all times, and that you do not leave the lock with the combination visible for others. All ID Badges and keys must be turned in upon separation from employment.

31. Visitors

Wake Prep is committed to creating and maintaining a learning atmosphere where children feel safe and are free from outside distractions. While on campus, visitors (including parents) should dress conservatively, avoid profanity, and conduct themselves in a professional and collaborative manner with

Wake Prep staff and students. Disruptive behavior will not be permitted. Visitors who fail to meet these standards may be asked to leave the campus. Those who consistently interfere with the learning environment may be banned from visiting the campus.

All visitors to campus are required to:

- Sign in at the front office upon arrival, and sign out when leaving;
- Present a photo ID and be listed as an Emergency Contact, or be accompanied by an Emergency Contact, as listed in the school's Student Information System (SIS), prior to being admitted on campus; and
- Submit to a background check.

Parents/legal guardians desiring to observe their child's class must schedule such observation in advance with the teacher and campus front office.

The security of our facilities and personnel requires that every individual be constantly aware of potential security risks. Immediately notify your supervisor or Human Resources, or dial 911 (if appropriate), when unknown persons are acting in a suspicious manner in or around Wake Prep facilities. If you believe that an imminent threat of serious harm exists, immediately contact appropriate law enforcement or emergency response personnel and request assistance.

32. Smoke-Free Workplace

To ensure a healthy and comfortable workplace, Wake Prep maintains a smoke-free environment within all its facilities and on all of its campuses. This means that employees may not smoke on Wake Prep property and may not bring cigarettes, electronic cigarettes (often referred to by nicknames such as e-cigs, vapes, or vape pens), or other smoking materials into school buildings or other Wake Prep facilities.

33. Workplace Violence Prevention

Wake Prep strives to provide you with a workplace that is safe and free from all violent, threatening, and intimidating conduct. The School does not tolerate violence or threats of violence in any form in the classroom and other work areas, at work-related functions, or outside the workplace if such behavior affects the workplace.

You may not engage in any conduct intended to harm, endanger, or intimidate another person or the property of another person. Examples of prohibited conduct include, but are not limited to, the following:

- Physical assaults or threats of physical assault, whether made in person or by other means (i.e., in writing, by phone, text, or e-mail);
- Speech that is intimidating and has the purpose or effect of threatening the health or safety of a co-worker;

- Except to the extent allowed by state law, possession of firearms or any other weapon on School premises, while engaged in School business, or at a work-related function; or
- Any other conduct or acts that Wake Prep believes represents an imminent or potential danger to workplace safety and/or security.

Report occurrences or threats of violence to your supervisor, Human Resources, or any member of the executive team. The School will promptly investigate any reported occurrences or threats of violence and will take any steps deemed reasonable and necessary to stop the conduct and protect School personnel, students, and property, including requesting assistance from law enforcement authorities.

If you violate this policy, you are subject to disciplinary action, up to and including termination of employment.

34. Substance Abuse and Testing

Policy Overview

Wake Prep is committed to maintaining a safe and healthy workplace. Consistent with this commitment, we expect everyone who works here to perform their duties unimpaired by drugs or alcohol. The purpose of this policy, which includes the testing program described below, is to prevent drugs and alcohol from threatening the safety of all persons who work here, the safety of our students and the general public, and the safety and efficiency of the School's operations.

Rules and Definitions

The following conduct is prohibited:

- Being impaired by or under the influence of alcohol or illegal drugs on School premises or during working time.
- Possession, use, sale, purchase or distribution of illegal drugs on School premises or during working time.
- Possession, use, sale, purchase or distribution of alcohol on School premises or during working time.
- Use of legally obtained drugs or medications that creates possible interference with the acceptable and/or safe performance of your duties or poses a threat to your health or safety or the health or safety of others.

"Drugs" means any substance regulated under the federal Controlled Substances Act and any metabolite of the substance, and any substance considered unlawful under North Carolina law. "Drugs" specifically include but are not limited to, amphetamines (including methamphetamine), barbiturates, benzodiazepines, cannabinoids (marijuana metabolites), cocaine, methadone, methaqualone, opiates, phencyclidine (PCP) and propoxyphene. The School may add additional drugs to this list or test for other drugs as circumstances may necessitate.

"Illegal drugs" are drugs that either are: (1) not legally obtainable or (2) are legally obtainable but have not been legally obtained or are not used in a legal manner (*e.g.*, prescription medications prescribed for someone else). The term "illegal drugs" also includes mind-altering and/or addictive substances which are not sold as drugs or medicines but are used for mind- or behavior-altering effect.

"School premises" refers to all areas in which the School operates including, without limitation, buildings, offices, fields, parking lots, storage facilities, work sites, and vehicles owned or leased by the School.

"Working time" means any time during which you are scheduled for work, performing services for Wake Prep, or representing the School in any capacity.

Circumstances under Which Testing May Be Required

Drug and alcohol testing of School employees may be required for any one or more of the following purposes:

- Investigation of possible employee impairment;
- Investigation of accidents in the workplace;
- Maintenance of safety for employees, students, or the public at large;
- Maintenance of productivity, quality of products or services or security of property or information;
- Reasonable belief that an employee may be affected by or in possession of drugs or alcohol and that such use or possession may adversely affect job performance or the work environment.

For example, testing may be required in the event of the School's good faith belief that an employee is impaired while working, based on one or more symptoms such as the following: irrational or unusual behavior; an observable decline in the employee's speech, agility, coordination, dexterity, movement, vision, or demeanor; the employee's appearance (including clothing, odor, and eyes); involvement in a work-related accident that causes injury to the employee or others or serious damage to equipment or property; or the employee's possession of alcohol, illegal drugs or drug paraphernalia on School premises or during the hours of employment.

Additionally, all bus and van drivers for the School are subject to periodic random testing in accordance with federal Department of Transportation regulations.

An employee required to submit to testing will be required to do so as soon as possible after his/her receipt of notification that testing is required. The employee will be compensated at his/her regular pay rate for all time associated with the administration of the test and the School will be responsible for the costs of the test as well as reimbursement for mileage to the testing site.

Description of Testing

Collection and Related Procedures

Persons being tested will be required to sign a consent-to-testing form prior to testing and present identification at the time of testing. Collection of urine specimens, storage and transportation (including appropriate chain-of-custody procedures) will be performed under reasonable and sanitary conditions and in a manner intended to reasonably preclude the possibility of contamination, adulteration or misidentification. Persons being tested will be given an opportunity to provide information potentially relevant to the test, including identification of current or recently-used prescription or non-prescription drugs, or other relevant medical information.

Specimen Analysis

Specimen analysis will be conducted by a certified laboratory employing scientifically accepted methods and procedures. Specimens that test positive in an initial test will be subjected to a second level of testing called confirmation testing. Only specimens that test positive at both the initial and confirmation levels of testing will be deemed positive for purposes of this policy.

Substances Tested For

The School tests for the presence of controlled substances under the federal Controlled Substances Act (21 U.S.C. § 812) and metabolites of those substances, which includes, without limitation, amphetamines, barbiturates, opiates, hallucinogens, cannabinoids (marijuana), methadone, methamphetamine, and cocaine.

Employee Leave of Absence

Employees who consent to testing as required by this policy may be placed on paid administrative leave pending receipt of test results and completion of any related investigation. Employees who refuse to consent to testing as required by this policy will be placed on unpaid administrative leave pending completion of any related investigation.

Review of Results

An employee who tests positive will be contacted by the School and asked to provide proof of any prescribed medication(s) or drugs for which he/she tested positive. In addition, the applicant or employee may ask to explain a positive test result in a confidential setting and/or obtain a copy of written positive test results.

The School will afford reasonable confidentiality to test results, consistent with the needs of its operations and business and its need to designate certain individuals to receive and evaluate test results and related information related to the applicant or employee in question.

Consequences of Positive Test Results or Refusal to Submit to Testing

An employee who tests positive for drugs or alcohol may be subject to disciplinary action, up to and including immediate termination of employment. In appropriate circumstances, the employee may be offered the opportunity to take a leave of absence to complete a substance abuse rehabilitation program at the employee's expense. (See Employee Assistance, next page.)

Refusal by an employee to submit to or cooperate fully with the administration of a drug and/or alcohol test will result in discharge of the employee. Refusal is defined as (i) failing to provide such specimens as may be required; (ii) failing to be tested at the appointed time; (iii) tampering with or adulterating specimens; (iv) failing to provide required authorizations or signatures; (v) failing to produce a valid sample; or (vi) in any way failing to cooperate with required testing.

Safety-Sensitive Positions

Subject to applicable law, if Wake Prep has a good faith belief that an employee who holds or seeks a safety-sensitive position (as designated by the School) is engaged in the current use of any drug (whether legal, prescribed by a physician or otherwise) that could cause impairment or otherwise diminish the employee's job performance or ability to perform his/her job duties, the School may take steps to exclude the employee from that position.

Any employee who is legally using any drug that may impair the employee's ability to safely perform his/her job duties should report the use to his/her supervisor or to Human Resources, so that the School can determine whether reassignment or other action is appropriate.

Employee Assistance

The School encourages any employee who believes he/she may have a problem with alcohol or drugs to discuss the matter with their manager or Human Resources to receive assistance with referral to appropriate resources in the community. It is the employee's responsibility to seek assistance for substance abuse or addiction problems before reaching a point where his or her judgment, performance, or behavior results in a positive test or disciplinary action. Disclosure of a problem in response to disciplinary action normally will not stop the discipline from being implemented.

If an employee enters a substance abuse rehabilitation program in lieu of termination, the program must be approved by the School. All costs associated with the treatment are the employee's responsibility. In addition, an employee who returns to work after participating in a rehabilitation program generally will be required to present documentation from the program releasing the employee to return to work, and to sign an agreement setting forth the conditions for continued employment with the School. Failure to pass a drug and/or alcohol screen after completion of an approved rehabilitation program will result in immediate termination without eligibility for subsequent rehire.

Searches or Other Measures

The School may conduct searches of its premises, employees, or employees' personal property on School premises (including, without limitation, employee lockers, desks and personal vehicles brought onto School premises), and may implement such other measures as may be deemed necessary to deter and detect violations of this policy. Any illegal substances found in the workplace or on School premises will be confiscated and turned over to the appropriate law enforcement agency.

Drug-Free School Zone Reporting Responsibilities

Under state and federal law, it is unlawful for any person to possess, use, sell, attempt to sell, create, or manufacture any illegal or control substance within a drug-free school zone, which includes property within 1,000 feet of the boundary of the school. Any employee who observes a violation of the law or this policy must immediately report the violation to their direct supervisor, who shall then immediately report the violation to law enforcement.

35. Attire & Grooming

We expect you to maintain standards of dress and appearance appropriate to both Wake Prep as a whole and your individual position responsibilities. Dress, grooming, personal cleanliness, and professional behavior standards contribute to the professional image that we strive to present to students, families and visitors. Please keep in mind that attire and grooming should not be a distraction. Therefore, while performing duties for the School, you are expected to present and dress in appropriate attire at all times. More specific guidelines for different types of positions are set out below.

Wake Prep is confident that employees will use their best judgment regarding attire and appearance. Management retains the discretion at all times to determine appropriateness. Any employee who is

improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may result in disciplinary action, up to and including termination.

All Employees:

- Dress pants and slacks must be conservative in color and pattern
- Brightly colored hair (e.g. purple, pink, blue) is not allowed
- Shorts are not permitted unless otherwise specified in the policy
- Tattoos must be covered at all times
- Facial and/or body piercings must be covered or removed

Attire that is not permitted:

- Gauges
- Jeans
- Flip flops
- Sunglasses and hats are not to be worn inside Wake Prep facilities
- Offensive or distracting clothing, accessories or jewelry

Men

- Button-down dress shirts must be worn (unless otherwise specified) and shirts must be tucked in at all times
- Hair length should be above the collar
- Faces should be clean shaven, and sideburns should be neatly trimmed
- Earrings are not permitted

Women

- Leggings and/or tights may not be worn as pants
- Earrings are limited to the ear lobe
- Tops must have at least a capped sleeve
- Skirts and dresses must reach the knee or below when standing

Exceptions:

Exceptions may be made as a reasonable accommodation for religious or medical reasons. Consult Human Resources to request an accommodation.

Employees may wear a collared shirt with either a Wake Prep logo or a university logo on Fridays.

Teachers may alter dress for field trips or special activities that require less restrictive clothing (ex. Field day, zoo, etc.) as approved by administration. Otherwise, at events representing the School, business casual attire is expected.

Coaches and Physical Education Teacher are permitted to wear athletic shoes, shorts (knee-length), or athletic pants, and a Wake Prep polo or other appropriate athletic gear. Dance teachers may wear loose fitting athletic bottoms (knee length shorts or pants), and a Wake Prep polo or other appropriate athletic gear with a School logo.

Campus Administration (Directors & Assistant Directors)

Campus Administrators are required to dress in business professional attire.

Office and Instructional Staff

Administration and Instructional Staff are required to dress in business casual attire.

Cafeteria Staff

Food Service workers and lunch aides are to maintain dress and grooming standards in accordance with general Wake Prep policies, applicable laws and regulations regarding safety, and any contracts/agreements with outside vendors.

Lunch/Recess Aides:

- Solid colored bottoms (knee-length skirts/shorts, or pants)
- Athletic shoes
- Wake Prep approved polo or shirt

Food Service Workers

- Non-slip shoes
- Wake Prep approved polo
- Solid colored pants (navy, black, khaki, gray)

Health Care Staff

School Nurses and/or Health Aides must wear scrubs that are conservative in color and patterns.

Custodial / Maintenance / Transportation Staff

Custodial/Maintenance/Transportation staff may wear conservative, solid-colored bottoms including pants or shorts touching the knee, with an approved Wake Prep polo.

36. Employees Who Are Required to Drive

If you are required to drive your own vehicle on School business, you may be required to show proof of a current valid driver's license and current effective personal automobile insurance coverage with coverage limits acceptable to the School.

Wake Prep may participate in a system that checks state Department of Motor Vehicles (DMV) records if you drive as part of your job. The School retains the right to transfer you to an alternative position, suspend, or terminate you, if your license is revoked or you fail to maintain personal automobile insurance coverage or are uninsurable under our policy. You are responsible for your own tickets/fines if you violate traffic laws while on duty for the School.

37. Prohibited Use of Cell Phones and Electronic Communication Devices While Driving

In the interest of the safety of School employees and other drivers, you are prohibited from using cell phones and electronic devices while driving on School business and/or School time or when driving a School vehicle. If your job requires that you keep your cell phone turned on while driving, you must use a hands-free device, and you are encouraged to safely pull off the road before conducting School business.

In addition, you are prohibited from writing, sending, or reading text-based communications (including text messaging, instant messaging, and e-mail) on a wireless device or cell phone while driving on School business.

Violation of this policy may result in disciplinary action, up to and including termination of employment.

38. Workspaces

Work spaces should be well kept, organized, and free of clutter. Displays in work spaces should not be distracting and should support Wake Prep's mission and values.

Employees are encouraged to use materials other than staples and nails for hanging pictures and displays. Displays may not hang from the ceiling or protrude more than two inches from the wall as they represent a violation of fire code.

Employees should maintain well-lit work spaces. Where possible, use of natural light is encouraged. Placing screens or fabrics over electrical lighting fixtures is not permitted. Please turn off lights when exiting a room.

Thermostats should be maintained within two degrees of 76°. Please do not put thermostats on "hold" as this will cause them to run unnecessarily through the night.

Employees may not use or possess animals as pets/class pets on School property.

Requests for maintenance may be made using the online ticketing portal. For details regarding submission of tickets, speak to your supervisor. Requests will be responded to as soon as possible according to priority and as resources are available. If an urgent maintenance request is necessary, please communicate it in the ticket and let your campus Director know the nature of the request.

EMPLOYEE BENEFITS

Because our success depends in large part upon the productivity and happiness of our employees, we have put together a strong benefits program that provides eligible employees with a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Others are unique to the School and are intended to address important needs that our employees may have. Some benefit programs may require contributions from employees, while others are fully paid by the School and represent part of our overall employee compensation package.

Benefits eligibility is dependent upon a variety of factors, including employee classification. In general, part-time employees are eligible only for benefits required by law (Social Security/Medicare, workers' compensation, unemployment insurance, etc.), while other programs are available to full-time employees. Current benefit programs include various group insurance plans and a 401(k) retirement savings plan. Human Resources can identify the programs for which you are eligible. Additional details regarding benefit programs can be found in the Employee Benefit Booklet provided upon hire.

Employees should be aware that certain benefits are governed by official plan documents. In the event of an actual or apparent conflict between the information in this Handbook and the terms of the official plan documents, the provisions of the plan documents, as determined in the sole and absolute discretion of the plan administrator, will control.

While it is Wake Prep's present intention to continue its benefit offerings, we do retain the right to modify, reduce, or eliminate any benefit, in whole or in part, either with or without notice.

39. COBRA

The federal Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) gives employees and their qualified beneficiaries the opportunity to continue coverage under Wake Prep's group health, dental and vision plans when a "qualifying event" occurs. Some common qualifying events are resignation, termination of employment, or death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. You may elect to continue coverage for yourself and/or your covered dependents.

Under COBRA, the employee or beneficiary normally pays the full cost of coverage at the School's group rates plus an administrative fee. The School provides each eligible employee with a written notice describing rights and obligations under COBRA when the employee becomes eligible for coverage under the School's insurance plans. Additional notices regarding COBRA coverage and election are provided after occurrence of a qualifying event.

Additional information regarding COBRA coverage is available from Human Resources.

40. Mandated Benefits

Social Security and Medicare

Wake Prep and its employees contribute to the Social Security and Medicare systems through payroll taxes. Social Security provides certain retirement and disability benefits to eligible persons, and Medicare provides health insurance to eligible persons, primarily people 65 or older and younger persons with disabilities. Additional information regarding Social Security is available from the Social Security Administration and additional information regarding Medicare is available from the Department of Health and Human Services.

Unemployment Compensation

Depending upon the circumstances, you may be eligible for unemployment compensation upon termination of employment with the School. Unemployment insurance compensation is designed to provide eligible individuals with temporary income when they are out of work. Eligibility for unemployment benefits is determined by the state Department of Economic Security. It is your responsibility to file a claim for benefits.

41. Workers' Compensation

In accordance with state law, Wake Prep provides insurance coverage in case of work-related injury or illness. The workers' compensation benefits provided to injured or ill employees may include medical care, cash benefits to replace lost wage, or vocational rehabilitation to help qualified injured employees return to suitable employment.

In order to receive any workers' compensation benefits to which you may be entitled, you must immediately report any work-related injury or illness to your Unit Manager, who will contact the WCCA Injury Triage Line, and you must seek medical treatment and follow-up care if required or recommended. You also are expected to cooperate with the claim management process.

If you have a workers' compensation claim, you may be placed on a leave of absence as eligible under applicable School policies. Upon submission of a medical certification stating that you are able to return to work, you will be offered the same position held at the time of leaving, unless the job has been filled out of business necessity or you are not capable of performing the job responsibilities upon return.

Neither Wake Prep nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises from your voluntary participation in an off-duty recreational, social, or athletic activity that is not part of your work-related duties.

Contact Human Resources for more information.

TIME OFF & LEAVES OF ABSENCE

42. Holidays

Wake Prep typically observes the following ten paid holidays:

New Year's Day	Labor Day
Martin Luther King, Jr.'s Birthday	Veterans' Day
Presidents Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day

Full-time employees are eligible for holiday pay. Other employees generally will receive unpaid time off.

A recognized holiday that falls on a Saturday usually will be observed on the preceding Friday. A recognized holiday that falls on a Sunday usually will be observed on the following Monday. If a holiday falls during scheduled PTO time, it will not be counted against your PTO.

Hours paid as holiday pay are not counted toward overtime calculations. If you are a non-exempt employee and are required to work on a paid scheduled holiday, you will receive pay for the hours worked in accordance with applicable law.

To be eligible for holiday pay as a non-exempt employee, you must be regularly scheduled to work on the day on which the holiday is observed and must work your regularly scheduled working days immediately preceding and immediately following the holiday, unless an absence on either day is approved in advance or as otherwise indicated in this handbook or your employment agreement.

43. Paid Time Off (PTO)

Wake Prep provides all employees with eligibility for paid time away from work. Full-time and part-time employees receive an annual allotment of paid time off (PTO).

Amount of PTO

Full-time, academic-year teaching staff and faculty

Full-time, academic-year teaching staff and faculty are allotted ten (10) PTO days per contract year. The number of allotted days may be subject to proration for employees hired after the first official day of the academic-year. The commencement of the year will be as dated in the employment contract for the current academic school year.

Salary will be reduced for each day of absence over the allotted days.

Academic-year teaching staff and faculty follow the school year calendar, and do not work during school scheduled breaks, unless as otherwise directed per contract or Campus administration.

Full-time salaried and hourly staff (11 and 12-month)

At the start of each year (defined below), full-time salaried and hourly staff are provided with an annual allotment of PTO based upon completed years of service, as reflected in the schedule below. The allotted amount of PTO during the first year will be prorated based on the employee's start date.

Years of Completed Service	PTO Days per Year
0-4 years	80 hours (10 days)
5+ years	120 hours (15 days)

Completed years of service are calculated as of each June 30. The 12-month year for purposes of PTO allotment and usage runs from July 1 to June 30.

School offices will be closed during the week of July 4th, and during the week between Christmas and New Year's Day. Unclassified salaried staff will be compensated for these weeks without using PTO. Classified hourly staff may choose to work during these weeks, in which case they will be paid for the hours actually worked, or they may use PTO to be compensated for these periods. Full-time salaried and hourly staff (12-month) do not follow the academic calendar and work Monday-Friday, excluding company paid holidays and office closure weeks as provided in this handbook. Full-time salaried and hourly staff (11-month), do not follow the academic calendar and work Monday-Friday, excluding company paid holidays, office closure weeks and the 1-month break period is typically in the Summer months (between June 16-July 15), unless otherwise specified in your employment agreement.

Full Time salaried and hourly staff (10-month)

Full time salaried and hourly staff (10-month) are allotted ten (10) PTO days per contract year. The number of allotted days may be pro-rated for employees hired mid-year. 10-month staff follow the academic calendar and are not scheduled to work during school scheduled breaks unless, otherwise directed by Campus Administration. Hourly staff will not be compensated for these school scheduled break periods, unless they are otherwise scheduled to work these days or use PTO for these days with supervisor approval. Salaried employees will be compensated for these break periods.

Exempt and non-exempt employees under this classification of PTO will be eligible for holiday pay.

Regular, Part-Time Employees

Regular Part-time employees are allotted a total of 40 hours (5 days) of PTO per year (defined as the 12-month period running from July 1 to June 30), subject to policies and limitations below.

Compensation

PTO hours will be paid at the employee's regular base hourly or salary rate of pay. PTO hours do not count as time worked for purposes of determining eligibility for overtime.

Management and Use of PTO

Employees are responsible and accountable for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness, appointments, emergencies, or other events that

require time away from work. When taking time off, please specify if the absence is PTO Personal or PTO Sick.

PTO Requests

In the case of a foreseeable need to use PTO, you must submit an absence request to your supervisor through the designated online platform. As outlined in the Punctuality & Attendance policy, absences of one day or more must be requested at least one week before the beginning of the time away. For a scheduled absence of fewer than eight hours, employees must give notice at least two working days in advance.

When possible, the request should include the expected duration of the absence. Employees must ensure there is sufficient PTO to cover the requested absence. Leave taken in excess of available paid time off will be unpaid unless otherwise required by law.

The supervisor should respond to the leave request within three business days of the date it is submitted, indicating whether it is approved or denied. If the request is denied, the supervisor should provide the reason for the denial.

In the case of an unforeseeable need to use PTO (emergencies), you must notify your immediate supervisor as soon as reasonably possible, and at least 30 minutes before the scheduled start of your workday.

Where unforeseeable use of PTO is of a day-to-day kind, you should provide new notice for each additional day of absence. When reasonably possible, the notice should come from you (not from another person). To aid the School in properly tracking and paying you for PTO usage, please submit an absence request through the online portal upon your return to work from an unforeseeable absence.

Although Wake Prep tries to honor reasonable requests for discretionary use of PTO, it may not be able to do so in light of other PTO requests and/or operational demands. You should not assume that all your requests for PTO will be granted. Additionally, due to the needs of Wake Prep and its campuses, there may be certain days or weeks during the school year when academic staff may not request or take scheduled time off.

Compensation for Unused PTO

Full-time teaching staff who fulfill all obligations set forth in the teacher employment agreement will be paid for up to five (5) days of unused PTO, no later than the last anticipated check date of the employment agreement. Any PTO hours eligible for payout at the end of an academic or contractual year will be paid at a daily rate determined by Wake Prep. This rate may be less than your regular salary or hourly rate, but will be equal to or greater than minimum wage. For all other employees, unless otherwise specified, any unused PTO hours are forfeited and not paid out at the end of each year. For all employees, PTO hours are not paid out upon separation from employment.

Black-out Days

There are times during the academic year when time off will not be granted due to foreseeable business needs. Time Off requests and PTO may not be used during the first and last weeks of school, and State Testing Days. Black-out Days for Wake Prep include:

- First week of school
- Last 10 days of school
- State testing days
- Any day before or after a school scheduled break or holiday (ex. Friday before Labor Day)

Employees who use PTO during blackout days other than due to sickness or illness shall have their pay reduced on a prorated basis. Any exceptions to this policy require approval of the Director and Human Resources.

44. General Leave of Absence Information

Wake Prep may grant leaves of absence in certain circumstances. Your rights and obligations regarding these leaves of absence are outlined in the applicable policies. You will not be discriminated or retaliated against for requesting information on or using any leave of absence benefit.

It is important that you request any leave of absence in writing as far in advance as possible, keep in touch with your supervisor and Human Resources during the leave when requested to do so, and give prompt notice if there is any change in your return to work date. Failure to return by the return to work date may be considered job abandonment which may result in termination of employment.

Individual policies regarding specific leaves of absence define the extent, if any, to which benefits will be provided during the leave of absence. In general, Wake Prep will cover your share of health insurance premiums during a leave of absence, and will deduct that amount from your pay upon return to work. If health care benefits are suspended during a leave of absence, you may continue your coverage at your own expense pursuant to COBRA. Contact Human Resources to determine the amount of your premium payments, if any, and any COBRA rights.

A leave of absence will not be granted for you to accept other employment or to engage in a personal business. If it is determined that you are using a leave of absence for such purposes or that the reason submitted in the request for the leave of absence is untrue or inaccurate, your employment may be terminated.

Time off, when paid, is calculated and paid on the basis of an exempt employee's salary or non-exempt employee's hourly rate, excluding overtime pay, in effect on the date of the payment.

As applicable laws change, leave of absence benefits may change accordingly. Different issues may arise concerning your rights during a leave of absence. This section does not address all such issues. Therefore, as leave of absence situations arise, consult with Human Resources for current and complete details regarding a leave of absence.

45. Family and Medical Leave

Wake Prep grants unpaid leaves of absence to eligible employees for the reasons provided in the federal Family and Medical Leave Act ("FMLA"). Time off is made available in accordance with, and subject to, the conditions provided under the FMLA and its regulations, except to the extent that this policy may expressly provide more generous benefits.

Eligibility for Leave. Employees who have worked for Wake Prep for at least 12 months *and* for at least 1,250 hours in the 12 months preceding a requested leave are eligible for FMLA leave. Time not worked, whether paid or not, does not count when calculating the 1,250 hours required. In addition, an employee must work at a School facility or worksite that employs at least 50 employees at or within 75 miles of that location. You will be notified, generally within five business days of requesting leave, whether you are eligible for leave.

Reasons for Leave. Eligible employees may take a family or medical leave for any of the following reasons:

- (1) The birth of a child or placement of a child with the employee for adoption or foster care, and in order to care for the child;
- (2) Because of your own serious health condition that makes you unable to perform the functions of your job;
- (3) To care for your spouse, child, or parent (“covered relation”) with a serious health condition;
- (4) To care for a covered relation or next of kin who is a “covered servicemember” or “covered veteran” as defined under the FMLA. (This is called Military Caregiver Leave.)
- (5) Because of a qualifying exigency arising out of the fact that an employee’s covered relation is (a) on active duty in the Armed Forces and is deployed to a foreign country, or (b) a member of the National Guard or Reserves who has been deployed to a foreign country under a federal call or order to active duty status. (This is called Military Exigency Leave.)

A “serious health condition” is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents you from performing the functions of your job or prevents the covered relation from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by (a) a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider, or (b) one visit and a regimen of continuing treatment, or (c) incapacity due to pregnancy or for prenatal care, or (d) incapacity due to a chronic condition that involves at least two visits per year to a health care provider. Other conditions may meet the definition of continuing treatment.

For purposes of Military Exigency Leave, “qualifying exigencies” include (1) short-notice deployment, (2) military events and related activities, (3) childcare and school activities, (4) making or updating financial and legal arrangements, (5) counseling, (6) rest and recuperation, (7) post-deployment activities, (8) certain activities related to care of the military member’s parent who is incapable of self-care, and (9) other events arising out of the covered relation’s active duty or call to active duty, provided that you and the School agree that the event qualifies as an exigency and agree on the timing and duration of the leave.

Duration of Leave. A family or medical leave may be taken for up to a maximum of 12 weeks in a 12-month period, which the School defines as a “rolling” 12-month period measured backward from the date of the current leave request. Military Caregiver Leave may last for up to 26 weeks during a single 12-month period, measured forward from the date such leave begins. The combined total of all types of FMLA leave cannot exceed 26 weeks in a single 12-month period.

Leave related to birth or placement of a child and/or care for the child must be completed within the 12-month period beginning on the date of birth or placement of the child, except where circumstances require the leave to begin before the birth or placement. Spouses who are both employed by the School

who request leave for child birth/placement/care or to care for an employee's parent with a serious health condition may only take a combined total of 12 weeks leave during any 12-month period.

Leave that qualifies as both care for a covered relation and Military Caregiver Leave will be counted only as Military Caregiver Leave. Employees seeking Military Exigency Leave should consult Human Resources about the duration of such leave, as some limitations apply with respect to certain categories of qualifying exigencies.

Intermittent Leave. Leave may be taken intermittently (in separate blocks of time) or on a reduced schedule (reducing the employee's usual weekly or daily work hours) if it is certified as medically necessary or is related to a "qualifying exigency." Child care leave may be taken intermittently only with the School's permission.

To accommodate intermittent leave in certain circumstances, the School may temporarily transfer you to another position with equivalent pay and benefits. Additionally, an employee needing foreseeable intermittent leave must consult with the School in advance regarding the scheduling of such leave and make a reasonable effort to schedule such leave in a way that minimizes disruption to the School's operations.

Employee Notice of Need for Leave. If the need for family or medical leave is foreseeable, you must give the School at least 30 days prior written notice. Where the need for leave is not foreseeable, you are expected to follow the School's normal absence reporting procedure and to give at least oral notice of the need for FMLA leave as soon as practicable (generally the same or next business day, except in extraordinary circumstances).

Employees are responsible for providing sufficient information to enable the School to determine if the leave qualifies as FMLA leave and the anticipated timing and duration of the leave. Calling in "sick" is not sufficient to notify the School of a need for FMLA leave. Failure to follow these notice procedures may be grounds for delaying the leave and for the period of delay not to be counted as FMLA leave.

Medical and Other Certifications. If leave is requested because of your or a covered relation's serious health condition, or for purposes of Military Caregiver Leave, you must supply certification from the relevant physician or other health care provider. Certification of the need for Military Exigency Leave also will be required. The School will notify you, usually within five business days after leave is requested, of any required certification and the deadline for returning the certification (which will be at least 15 days after the form is provided). In some circumstances, the School may require second or third opinions (at School expense) or re-certifications during the period of leave.

Failure to provide timely certification may result in denial of FMLA leave until the certification is provided. If you submit an incomplete or otherwise insufficient certification form, the School will notify you of the deficiency and provide seven calendar days for the employee to remedy the problem(s). Failure to do so may result in denial of FMLA protection for an absence or leave.

Medical and other certification forms are available from Human Resources.

Reporting While on Leave. The School may request that you report periodically on your status and intention to return to work. In addition, you must give reasonable notice (within two business days) to the School if the expected dates of the leave change, are extended, or initially were unknown.

Pay During Leave. You must use any available PTO time at the beginning of the leave. The substitution of paid time off for unpaid leave time does not extend the length of any leave period. Instead, the paid time runs concurrently with unpaid FMLA leave. Any portion of a leave that occurs after you have exhausted available PTO time will be without pay, except for any benefits payable to an employee eligible for short-term disability insurance benefits (if employee has elected and paid for such coverage) or workers' compensation benefits. (For employees eligible for short-term disability or workers' compensation benefits, paid time off need not be used after the waiting period for benefits has ended, but such time may be used to supplement benefit payments if both you and the School agree.)

If an employee's FMLA leave extends into a school-closed break during which the employee would be paid but not required to work, the employee will receive regular pay during the break and the time will not be charged against the employee's annual FMLA leave entitlement.

Employees will not receive holiday pay for any holiday that falls during the unpaid portion of an FMLA leave, or that is not part of a paid, school-scheduled break. For example, if an employee is on unpaid FMLA leave over Labor Day or Presidents Day, the employee will not receive holiday pay.

Continuation of Benefits. During an FMLA leave, the School will continue your participation in the School's group health plan (including coverage of dependents, if applicable) and will continue to make its usual contribution to the premium costs of that plan. The School also will cover your share of insurance premiums during the leave, and will deduct that amount from your pay upon return to work. You may continue participation in other School benefit plans, at your usual cost, if any, to the extent provided under the terms of the applicable plan.

An employee who voluntarily chooses not to return to work at the conclusion of an FMLA leave (as opposed to being unable to return for a reason beyond the employee's control) will be required to reimburse the School for health insurance premiums paid by the School on the employee's behalf during any unpaid portion of the leave.

No PTO time will accrue during unpaid FMLA leave.

Tracking of Leave Time. If the School determines that an absence qualifies as FMLA leave, a written notice will be provided designating your leave as FMLA leave and indicating the amount of leave that will be counted against your 12-week (or 26-week) leave entitlement. (The School also will provide notice if it determines that a leave is not FMLA-protected.) Leave time generally is measured in workweeks or fractions of workweeks, but may be tracked in other increments in certain circumstances.

Returning From Leave. You are expected to return to work on the first day following the end of an FMLA leave. Upon returning from a leave that has not exceeded 12 weeks (or 26 weeks, if applicable), you will be returned to the same position that you held when the leave began, or to an equivalent position with equivalent pay, benefits and other terms and conditions of employment. You will be reinstated without loss of employment rights or benefits that you had earned or accrued prior to the beginning of the leave, except to the extent such benefits were used or paid during the leave.

If you are returning from leave taken due to your own serious health condition (including childbirth), you will be required to provide a fitness-for-duty release from a healthcare provider that certifies your ability to return to work. In some situations, the School may require that the fitness-for-duty release specifically address your ability to perform the essential functions of your position; when this applies,

you will be notified at the time the School provides the leave designation notice and will be provided with a list of essential functions of your job. Depending on job category, you also may be required to undergo a fitness-for-duty examination by the School's healthcare provider before returning to work.

If reasonable safety concerns exist regarding the ability of an employee taking intermittent leave to perform his/her job duties, fitness-for-duty certification may be required every 30 days (or such longer interval as the School may determine). Employees will be notified in advance when this requirement applies.

Employees on FMLA leave should be aware that they have no greater right to reinstatement or to other terms and conditions of employment than if they had been continuously at work. For example, if an employee would have been laid off or terminated if actively at work, the employee may be laid off or terminated during FMLA leave. In addition, any disciplinary action under which an employee was operating prior to the leave will resume immediately upon the employee's return.

In certain circumstances, a key employee, defined in the FMLA as someone among the highest paid 10% of all employees within 75 miles of the requesting employee's worksite, may not be returned to his/her former position or its equivalent following a leave. The School will inform key employees of this status at the time leave is requested, and will notify such employees if and when the School determines that it intends to deny reinstatement.

Termination of Employment. An employee on leave who decides not to return to work should inform the School of that decision as soon as possible. The School may then end the leave and employment will terminate. If you fail to return to work at the end of an approved leave (or any extension thereof), the School will consider you to have voluntarily resigned as of the scheduled date of return and employment will terminate, except to the extent the law may require otherwise.

Prohibited Conduct. Any misrepresentation made by an employee to obtain or continue a leave is grounds for disciplinary action, up to and including immediate termination of employment. In addition, employees may not perform work of any kind ("moonlight"), whether self-employment or for others, during an FMLA leave. Doing so constitutes grounds for immediate termination of employment. For its part, the School will not unlawfully interfere with employees' exercise of their rights under the FMLA or retaliate against any employee for opposing any practice made unlawful by the FMLA or being involved in any proceeding under or relating to the FMLA. While the School encourages employees to bring any concerns or complaints about compliance with the FMLA to the attention of Human Resources, federal regulations require us to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

For additional information about FMLA leave, contact Human Resources.

46. Bereavement Leave

In the event of a death in the employee's family, employees may take time off with pay (prorated for regular part-time employees) upon approval of the employee's supervisor. Bereavement leave will be granted unless there are unusual business needs or staffing requirements.

Bereavement leave is not considered PTO and is granted according to the following schedule:

- Up to five (5) days of paid leave per fiscal year in the event of the death of the employee's spouse, parent, parent-in-law, stepparent, child, stepchild, sibling, or step-sibling.
- Up to three (3) days of paid leave per fiscal year in the event of death of the employee's sibling-in-law, child-in-law, aunt, uncle, grandchild, grandparent, or spouse's grandparent.

47. Military Leave

In accordance with applicable federal and state law, a military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services, including training, periods of active duty, funeral honors duty, and time spent being examined for fitness to serve. Advance notice of military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

Contact the Human Resources Department for more information or questions about military leave.

48. Crime Victims Court Leave

Wake Prep sincerely hopes that none of our employees is a victim of a crime. However, should an employee be subjected to criminal acts, the School will provide unpaid time off from work to attend necessary criminal legal proceedings that result from the arrest and prosecution of the perpetrator. Employees are free to use any available paid leave benefit to receive compensation for the period of this absence.

Employees requesting such leave may be required to provide court documents confirming the status of the criminal action, as well as the dates being requested. Such documents should be shown to the employee's supervisor as soon as they are received so that operation requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

49. Jury Duty Leave

Wake Prep encourages you to serve on jury duty when summoned. If you are a teacher or other exempt employee, you will receive your regular salary for up to five (5) days of jury duty. You also will be paid for any week in which you perform any work for the School while serving on a jury, to the extent required by applicable law. Non-exempt employees will receive regular pay for up to three (3) days of jury duty.

Notify your manager of the need for time off for jury or witness duty as soon as you receive a notice or summons from the court. Written verification from the court clerk of having served must be provided, if requested by the School. If work time remains after any day of jury selection or jury or witness duty, you will be expected to return to work for the remainder of your work schedule.

50. Time Off For Voting or Election Work

Wake Prep encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either by mail ballot or before or after their regular work schedule.

Employees who will need time off from work to vote should make a request to their supervisors at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at a time that provides the least disruption to the normal work schedule.

51. Inclement Weather

At times, emergencies such as severe weather, snow, ice, or power failures can disrupt company operations. The decision to close the school will be made by the Charter One Executive Leadership Team and the Board President. When the decision is made to close the school employees will receive official notification from Campus Administration. Time off from scheduled work due to emergency closing will typically be unpaid. However, if employees would like to be paid, they are permitted to use PTO if it is available to them. Please listen to local news and radio reports. In general, Wake Prep will follow the decisions of Franklin County Schools. Days that the schools are closed due to inclement weather may create a need to extend the school year or shorten holiday breaks.

CONDUCT TOWARD STUDENTS

52. Professionalism

Employee/student relationships shall reflect mutual respect and shall support the dignity of the entire profession and educational process. Employees shall relate to students in a manner that maintains social and moral patterns of behavior consistent with community standards and acceptable professional conduct.

Employees are expected to exercise general supervision over the conduct of students while the students are on campus; including before and after school. Employees are responsible to ensure facilities are not abused and that students are safe on company premise at all times.

Relationships between employees and students that include courtship, dating, romantic involvement or sexual contact are prohibited. These behaviors clearly deviate from ethical and professional standards and are cause for dismissal and other appropriate legal action.

53. Child Restraint

Any behavioral intervention must be consistent with the child's rights to be treated with dignity and to be free from abuse. Every effort will be made to prevent the need for the use of restraint. Policies restricting the use of restraint apply to all children.

Staff must never use mechanical restraints to restrict a child's freedom of movement, and must never use a drug or medication to control behavior or restrict freedom of movement (except as authorized by a licensed physician or other qualified health professional).

Physical restraint must not be used except in situations where the child's behavior poses imminent danger of serious physical harm to self or others and other interventions are ineffective, and must be discontinued as soon as imminent danger of serious physical harm to self or others has dissipated.

Every instance in which restraint is used will be carefully and continuously and visually monitored to ensure the appropriateness of its use and safety of the child, other children, teachers, and other personnel. Restraint must never be used in a manner that restricts a child's breathing or harms the child, as punishment or discipline (e.g., placing in seclusion for out-of-seat behavior), as a means of coercion or retaliation, or as a convenience.

The use of restraint, particularly when there is repeated use for an individual child, multiple uses within the same classroom, or multiple uses by the same individual, will result in a review of the incidents in which restraint or seclusion technique were used and an analysis of how future incidents may be avoided, including whether the pupil requires a functional behavioral assessment and, if appropriate, revision of strategies currently in place to address dangerous behavior. If positive behavioral strategies are not in place, staff will develop them.

Teachers and other personnel will be trained regularly on the appropriate use of effective alternatives to physical restraint, such as positive behavioral interventions and supports and, only for cases involving imminent danger of serious physical harm, on the safe use of physical restraint. Behavioral strategies to

address dangerous behavior that result in the use of restraint will address the underlying cause or purpose of the dangerous behavior.

Parents must be provided written or oral notice as soon as possible, and in any event within 24 hours, following each instance in which restraint is used on their child. School personnel shall provide the pupil's parent or guardian with written documentation that includes information about any persons, locations or activities that may have triggered the behavior, if known, and specific information about the behavior and its precursors, the type of restraint or seclusion technique used and the duration of its use.

The restraint technique may not be out of proportion to the pupil's age or physical condition.

Policies regarding the use of restraint will be reviewed regularly and updated as appropriate.

If school personnel summon law enforcement instead of using a restraint or seclusion technique on a pupil, the school shall comply with the reporting, documentation and review procedures outlined above.

*As used in this policy, the phrase "dangerous behavior" refers to behavior that poses imminent danger of serious physical harm to self or others.

54. Abuse Reporting

Mandatory Reporting Laws

Any person who has cause to suspect a juvenile or minor is or has been the victim of physical injury, abuse, or neglect must immediately report such information to his or her supervisor, and is required by law to report the information, or see that the school reports such information, to Department of Social Services. (N.C. Gen. Stat. § 7B-301).

To the extent known, the report shall include name and address of the juvenile; the name and address of the juvenile's parent, guardian, or caretaker; the age of the juvenile; the names and ages of other juveniles in the home; the present whereabouts of the juvenile if not at the home address; the nature and extent of any injury or condition resulting from abuse, neglect, or dependency; and any other information which the person making the report believes might be helpful in establishing the need for protective services or court intervention. (N.C. Gen. Stat. §7B-301).

FIELD TRIPS

Field Trips must be approved in advance by the school Director. All field trips must meet the following criteria:

- The purpose of the field trip must be educational.
- The educational purpose must be tied to the grade-level or subject area content of those participating.
- Non-educational destinations may be approved as a reward for attainment of a well-defined and measurable educational goal.
- Field trips must begin and end during the regular school hours unless a specific variance is granted by administration.
- Field trip organizers are responsible for finding a sufficient number of volunteer chaperones to ensure the safety of the children while on the field trip.
- Chaperones must be supervised at all times by a person who has completed a background check to the satisfaction of the School.
- Field trips must be budget-neutral (they must pay for themselves).

Transportation

Teachers may request transportation services to/from field trip destinations. To do so, please contact the Campus Director.

Please bear in mind the following guidelines when requesting transportation:

- Field trip fees must also cover transportation costs
- Wake Prep has a limited number of buses, all of which are dedicated to morning and evening routes. Field trip transportation requests that would interrupt the schedule of regularly scheduled services will be denied.
- Provide as much lead time as possible to increase your odds of being approved.
- Coordinate with other grade levels to schedule field trips at different times so as to not overload transportation services.
- You are responsible for maintaining order and cleanliness on the bus.

Food Services

Once your field trip request is approved, please send an email to the cafeteria staff of your campus telling them the date of the field trip and how many kids will not be at lunch that day. This simple communication helps food services reduce food waste.

Health

Once your field trip request is approved, please work with the school nurse or health aide to coordinate any necessary medical supplies. Students with severe allergies, diabetes, asthma, etc. may need specific care. Talk to the nurse about any students in your class with specific health needs and ensure that you have the necessary supplies to care for them while away from school. Where possible, seek to have the parents of students with severe needs attend the field trip to personally care for the medical needs of the student.

Overnight Field Trips

The following guidelines shall govern the approval or denial of overnight field trip requests:

- No overnight field trips grades K-6.
- Overnight field trips are permissible grades 7-12 with approval from the Wake Preparatory Board and Charter One Executive Team.
- All overnight field trips must have two or more leaders present and a student should never be alone with an adult that is not their parent.
- All chaperones must have a completed background check on file with the School. Ability to chaperone or participate in an overnight Field Trip is conditioned upon completion of a background check to the satisfaction of the School.
- Leaders may not be of the opposite sex unless the total number of chaperones exceeds two or they are a husband/wife team.
- Students may not lodge in the same room as leaders.
- Leaders of the opposite sex may not lodge in the same room unless they are married.

Expectations of Staff

School staff are responsible for modeling leadership, comportment, and civility. If employees violate this trust, they may be suspended from employment without pay for a term to be set by the Governing Board. Violations include, but are not limited to, improper advances toward students, vulgar or offensive language, destruction of property (either the company's or any other school), and promotion of or participation in disruptive or uncivil behavior.

TITLE IX POLICY

Title IX of the Education Amendments of 1972 and the Title IX regulations prohibit discrimination on the basis of sex, including gender-based and sexual harassment discrimination, in the School's educational programs and activities, including employment. Wake Preparatory Academy ("the School") is committed to maintaining an educational and working environment free from sex discrimination and harassment and encourages any student or employee who believes they have been subjected to discrimination on the basis of sex, whether by students or by School employees, to utilize this procedure.

1. Title IX Coordinator. The School's designated and authorized Title IX Coordinator can be reached as follows:

Robert Nelsen, Compliance Coordinator
rnelsen@charter.one
480-420-2101
6913 E Rembrandt Ave. Mesa, AZ 85212

The Title IX Coordinator is designated and authorized to coordinate the School's compliance with Title IX.

2. Notification. The contact information for the Title IX Coordinator and the School's nondiscrimination notice (indicated above) will be prominently posted on the School's website and in any student or employee handbooks. Any documents used to train the Title IX Coordinator, School employees or others who may be involved in the Title IX grievance process will be posted on the School's website.

In addition, the School will notify students, parents or guardians of students, employees, applicants for admission and employment, and unions or similar employee professional organizations that have an agreement with the School of this Policy and the grievance procedures included in this Policy, including how to report sexual harassment and how the School will respond to such reports. The required notification may be accomplished in any way that the School deems appropriate and effective.

3. Reports of Sex Discrimination. Any person may report sex discrimination, including sexual harassment, regardless of whether the person is the alleged victim of the conduct, in person, by mail, by telephone or by email to the Title IX Coordinator at any time. Complaints of sex discrimination that is not sexual harassment will be handled pursuant to the School's regular procedures for resolving student or employee grievances promptly and equitably. Complaints of sexual harassment will be handled using the grievance procedures set forth below.

4. Definition of "Sexual Harassment" and Other Terms. For purposes of this policy, "sexual harassment" is any one or more of the following:

- Conduct of a School employee that expressly or impliedly conditions the provision of an aid, benefit or service of the School on an individual's participation in unwelcome sexual conduct.
- Conduct that a reasonable person would deem to be unwelcome and that is so severe, pervasive and objectively offensive that it effectively denies a student equal access to the School's educational programs or activities.

- Conduct that constitutes sexual assault, dating violence, domestic violence or stalking under the Clery Act, 20 U.S.C. § 1092(F)(6)(A)(v), or the Violence Against Women Act of 1994, 34 U.S.C. § 12291(a)(10).

The School’s “educational programs or activities” include events and circumstances where the School exercises substantial control over the individual engaging in the alleged harassing behavior and the context in which the alleged harassment occurs, but applies only those educational programs or activities that occur within the United States. All other terms relevant to a Title IX complaint shall be construed in accordance with the current Title IX regulations and any relevant case law.

5. Formal Complaints of Sexual Harassment. Any person, including a person who is alleged to be the victim of sexual harassment (a “Complainant”) may report sexual harassment, in person, by mail, by telephone or by email to the Title IX Coordinator at any time. The report must include the nature of alleged violation; names of persons responsible for the alleged violation (when known) (a “Respondent”), and any other relevant background information. A Complainant (or their parent/guardian) or the Title IX Coordinator, but not a third-party reporter, may sign a formal complaint. The Complainant and the Respondent are the parties to any formal complaint, even if it is signed by the Title IX Coordinator. At the time of filing a formal complaint, a Complainant must be participating in or attempting to participate in the School’s educational program or a School activity.

6. Actual Knowledge Reports of Sexual Harassment. The School will also respond to alleged sex discrimination whenever any School employee has actual knowledge of potential sex discrimination or allegations of sex discrimination. Employees must report such knowledge immediately to the Title IX Coordinator.

7. Initial Contact with Complainant. Upon receiving notification of alleged sexual harassment, whether through a report, a formal complaint or an actual knowledge report from a School employee, the Title IX Coordinator shall promptly and confidentially contact the Complainant to discuss the availability of supportive measures, consider the Complainant’s wishes with respect to supportive measures, inform the Complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain the process for filing a formal complaint, if applicable.

8. Supportive Measures. The Title IX Coordinator shall offer supportive measures to both the Complainant and alleged Respondent, either before or after the filing of a formal complaint or following a report where no complaint has been filed. The supportive measures are non-disciplinary, non-punitive, individualized services and shall be designed to restore or preserve equal access to the School’s educational program and activities, without unreasonably burdening the other party, and shall be offered without charge. Supportive measures may include counseling, class modifications or class schedule changes, and/or increased monitoring and supervision, as deemed appropriate by the Title IX Coordinator.

9. Emergency Removal/Administrative Leave. The School may remove a student who is a Respondent from the School’s educational program or activity on an emergency basis, provided that removal is necessary to protect the student or another individual from an immediate threat to physical health or safety. If a student has an IEP or a Section 504 Plan, the decision to remove the student on an emergency basis must be coordinated with the School’s special education staff and in compliance with relevant IDEA or Section 504 requirements.

The School may place an employee who is a Respondent on administrative leave while allegations are investigated and resolved in accordance with this Policy.

10. General Principles Governing Grievance Process for Responding to Formal Complaints. Following the filing of a formal complaint, the Title IX Coordinator or an assigned investigator who has had training in Title IX investigations will conduct an investigation of the allegations, unless they are summarily dismissed in accordance with Section 12 below. The investigation will include an evaluation of all available evidence, and may include witness interviews, review of relevant documents, and consultation with other staff members as necessary. The Title IX Coordinator or investigator must be free from any conflicts of interest or bias.

The investigation will be premised on a presumption that the Respondent is not responsible for the alleged act(s) of sexual harassment, and both parties will be treated equitably during the investigation. The burden of proof is on the School to prove a violation of this Policy by a preponderance of the evidence, which means that it is more likely than not that the Respondent engaged in the prohibited behavior.

Upon a determination that the Respondent engaged in prohibited behavior (pursuant to the procedures set forth below), the School may:

- Offer the Complainant any remedies that will restore or preserve the Complainant's access to the School's educational program and activities, including any supporting measures. These remedies may be kept confidential to the extent deemed necessary by the School.
- Impose any disciplinary sanctions on a Respondent student, including participation in counseling services; revocation of privileges related to extra-curricular programs including sports; no-contact orders; schedule changes; short-term or long-term suspension; or expulsion.
- Impose any disciplinary sanctions on a Respondent employee, including participation in counseling services; no-contact orders; reassignment; suspension without pay; or termination of employment.

This Policy prohibits the Complainant, the Respondent and any witnesses from knowingly making a false statement or providing false evidence in connection with a Title IX investigation. The School may take disciplinary action under the Student Code of Conduct or Employee Handbook against individuals who make such false statements.

11. Written Notice of Formal Complaint. The Title IX Coordinator or investigator will provide written notice to the Complainant and the Respondent of the allegations of a formal complaint and the grievance process, including any informal resolution process. The notice of the allegations must include:

- Sufficient detail to allow the Respondent to prepare a response, including a description of the conduct alleged, the date and location of the conduct and the names of the Complainant and other involved parties, if any.
- A statement that the Respondent is presumed not to be responsible for the conduct and that responsibility will be determined at the conclusion of the process.

- A notice of the Complainant's and Respondent's rights to have an attorney or non-attorney advisor.
- The right of Complainant and Respondent to inspect and review any evidence.
- The prohibition on providing false statements or evidence in connection with the investigation of the complaint.

If additional allegations arise during an investigation and will be investigated, the Title IX Coordinator or investigator will provide written notice of those additional allegations to the Complainant and Respondent.

12. Summary Dismissal. If the Title IX Coordinator or investigator determines that the allegations in a formal complaint do not meet the definition of "sexual harassment" under the applicable Title IX regulations, did not occur in the School's educational program or activity, or did not occur in the United States, the Title IX Coordinator or investigator *shall* summarily dismiss the formal complaint. The Title IX Coordinator or investigator *may* dismiss a formal complaint if the Complainant requests withdrawal of the complaint, the Respondent withdraws from the School or terminates their employment with the School, or specific circumstances prevent the School from gathering appropriate evidence to make a determination regarding the allegations. Upon dismissal of a formal complaint or any allegations contained in a formal complaint, the Title IX Coordinator or investigator will promptly and simultaneously provide written notice of the dismissal and the reason(s) for the dismissal to the Complainant and Respondent. If a complaint is summarily dismissed, the School may nevertheless take whatever additional disciplinary action it deems appropriate against the Respondent under its Student Code of Conduct and procedures related thereto.

13. Submission of Evidence to Title IX Coordinator or Investigator. Both the Complainant and the Respondent will have a reasonable opportunity to present witnesses and other evidence to the Title IX Coordinator or investigator, provided, however, that such evidence must be submitted within 21 calendar days of the date on which written notice of the formal complaint is provided to the Complainant and Respondent. The Title IX Coordinator or investigator will meet with each party and give them at least 24 hours' advance written notice of the date, time, location, and purpose of the meeting.

Before the Title IX Coordinator or investigator prepares the final investigation report, the Complainant, the Respondent and their advisors (if any) will be provided with an equal opportunity to review all evidence that is directly related to the allegations in the formal complaint. If possible, the evidence will be provided to the parties in an electronic format and manner that does not permit copying or downloading of the evidence. The evidence provided must include any evidence that the Title IX Coordinator or investigator does not intend to rely upon, and any exculpatory or inculpatory evidence from any source. Within 10 calendar days of the date on which they were provided with access to the evidence, the parties may prepare and submit to the Title IX Coordinator or investigator a written response to the evidence, which the Title IX Coordinator or investigator must consider before preparing a final, written investigation report. Following the expiration of the date on which the parties may provide responses to the evidence, the Title IX Coordinator or investigator will promptly prepare and issue a written investigation report that fairly summarizes the relevant evidence discovered during the investigation.

The School will not restrict the ability of either party to discuss the allegations and gather evidence related to the allegations of the formal complaint.

14. Determination of Responsibility. The School will not hold a live hearing in connection with determining responsibility for any violations of this Policy. The written investigation report and any responses submitted by the Complainant and/or Respondent will be provided to the School's Director (the "Decision Maker"), who will make the determination regarding responsibility. The Decision Maker will provide each party with an opportunity to submit written, relevant questions for any party or witness within 5 calendar days of the date on which the Decision Maker is provided with a copy of the final written investigation report and any responses to the report. If written questions are submitted to the Decision Maker, the Decision Maker will promptly provide the questions to the appropriate party so that the party can provide answers to the questions. Answers to the questions must be provided to the Decision Maker within 5 calendar days of the date on which they are provided to a party. The Decision Maker will promptly provide each party with the answers to the questions and allow for additional, limited follow-up questions in writing from both the Complainant and Respondent within 3 calendar days. If written follow-up questions are submitted to the Decision Maker, the Decision Maker will promptly provide the questions to the appropriate party so that the party can provide answers to the questions. Any answers to those additional questions must be submitted to the Decision Maker within 3 calendar days of the date on which they are provided to a party. The Decision Maker will promptly provide the responses to the additional questions to both parties. Any questions regarding a Complainant's prior sexual behavior or sexual predisposition will be deemed irrelevant unless they are offered to provide that someone other than the Respondent committed the alleged misconduct or are offered to prove consent.

No sooner than 10 calendar days after receiving the investigation report but no later than 45 calendar days after receiving the investigation report, the Decision Maker will issue a written determination (the "Determination") that includes:

- A statement of the allegations;
- A description of the procedures used to investigate the allegations;
- The findings of fact;
- A determination of responsibility for each allegation;
- Any sanctions that will be imposed on the Respondent for violations;
- Whether remedies to restore or preserve the Complainant's and/or others' equal access to the School's educational program or activities will be provided; and
- A description of the right to an appeal, how to request and appeal, and the permitted bases for an appeal.

The deadline for the Decision Maker to issue the Determination may be extended for good cause at the Decision Maker's sole discretion.

The Determination must be based upon a preponderance of the evidence (i.e., whether it is more likely than not that the violation occurred). The Complainant and the Respondent will be notified concurrently of the Determination.

Students found to have violated Title IX will be referred for potential disciplinary action. Employees found to have violated Title IX will be subject to employment actions, including discipline or termination of employment.

15. Timing of Resolution of Formal Complaints. The School will attempt to resolve all formal complaints alleging a violation of this Policy within 120 days, not including any time for an appeal of the Determination. However, the School may modify this presumptive deadline and any related deadlines for grievance procedures as required by the circumstances of the report and equity to the parties, so long as the matter is resolved in a timely manner. The Title IX Coordinator or investigator will not wait for the conclusion of any law enforcement investigation or criminal proceeding to begin the Title IX investigation, but the Title IX Coordinator or investigator may consider such investigations or proceedings in determining an appropriate timeline in which to resolve a formal complaint. Any extensions of the deadlines will be explained in writing to both parties.

16. Appeals. Either the Complainant or the Respondent may appeal from: (a) the Determination regarding a formal complaint, (b) the School's handling of a report, or (c) the dismissal of a formal complaint, by submitting a notice of appeal that includes the bases of the appeal to the Decision Maker within 10 calendar days of the date of the Determination. Written notice of the appeal will be provided to both parties by the School. Either party may file a written response in support of or challenging the Determination and the bases for the appeal within 5 calendar days of the date on which written notice of the appeal was provided to all parties.

An appeal may be filed on the following bases only:

- A procedural irregularity affected the outcome of the matter,
- There is newly discovered evidence that could affect the outcome of the matter and that was not available at the time the Determination was made, and/or
- The Title IX Coordinator, the investigator or the Decision Maker had a conflict of interest or bias that affected the outcome of the matter.

The appeal will be decided by two (2) members of the Executive Leadership Team on written submissions from the parties only. No hearing will be held for an appeal.

The members of the Executive Leadership Team will simultaneously provide the parties with a written decision regarding the appeal, which will describe the result of the appeal and the rationale for the decision.

17. Informal Resolution. Allegations may be resolved informally only if a formal complaint is filed and only if the complaint does not allege that a School employee harassed a student. Both parties to a formal complaint must voluntarily agree in writing to participate in a potential informal resolution.

As part of the informal resolution process, the Title IX Coordinator or investigator may engage in interviews and other fact finding. Available methods of informal resolution include arbitration, mediation, and any other measures that the parties might agree upon. Either party may withdraw from an informal resolution at any time before agreeing to a resolution and resume the grievance process. Once an informal resolution is agreed to by the parties, it becomes binding. The Title IX Coordinator or the investigator has the discretion to decline informal resolution for some complaints, including complaints of sexual violence, and instead require their formal investigation.

18. Retaliation. Title IX prohibits retaliation for reporting or participating in an investigation of a report regarding sex discrimination or harassment. No person shall be retaliated against by the School in any way or subjected to discharge, suspension, discipline, harassment, or any form of discrimination for having participated in any proceeding under this Policy. In addition, it shall be a violation of this Policy for any person to retaliate against another individual for the purposes of interfering with that individual's Title IX rights or because an individual has participated or refused to participate in proceedings under this Policy. Individuals may be subject to actions under this Policy and/or under the Student Code of Conduct or the employee handbook for retaliation in violation of this Policy.

19. Recordkeeping. The School will maintain all documents related to allegations of sexual harassment for at least seven years. The records maintained by the School will document that the School's response to allegations of sexual harassment was not deliberately indifferent and that measures were taken to restore or preserve equal access to the School's educational program or activity. If the School did not offer supportive measures in response to a report made under this Policy, the School's records will document why that response was not clearly unreasonable under the circumstances known at the time.

20. Training. The School will provide training on the definition of sexual harassment, the School's grievance procedures, how to serve impartially in their roles, and any other required or appropriate subjects to the Title IX Coordinator, any investigators, the Decision Maker, anyone who facilitates informal resolution of formal complaints, and anyone involved in the appeal process at least as often as required by the Title IX regulations.

EMPLOYEE HANDBOOK ACKNOWLEDGEMENT

Please sign the acknowledgment below and return it to Human Resources. This will let the School know that you have received this Handbook.

I have received the employee handbook (effective date March 1, 2022) and understand that it describes important information about Wake Preparatory Academy. I understand that it is my responsibility to read and comply with the policies contained in this Handbook and any revisions made to it. I should consult my manager or Human Resources regarding any questions not answered in the Handbook.

I acknowledge that this Handbook is not a contract of employment. I have entered into my employment agreement with Wake Prep voluntarily and acknowledge that, unless I have a written contract stating otherwise, there is no specified length of employment and either the School or I may terminate the relationship at will, with or without notice or cause, at any time.

I acknowledge that the information, policies, and benefits described here are subject to change, and that revisions to the Handbook, except to the School's policy of employment-at-will, may occur at any time. I understand that revised information may supersede, modify, or eliminate existing policies.

Employee Signature

Employee Name (printed)

Date