



UBAH ACADEMY

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Employee Handbook

Approved August 2026 **UBAH ACADEMY**

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ADMINISTRATION PHILOSOPHY

UBAH ACADEMY pledges that to the best of our abilities and efforts, the following principles will govern our actions with employees and students.

Ubah Academy's employees and student's welfare is very important to the success of our schools. Every employee is considered a member of our team. The success of our School and the students is built on the recognition of the skills and efforts made by each staff member. It is our policy to work with all members of our team in a fair and friendly manner and to treat each team member with dignity and respect.

The administration of *Ubah Academy* will work continually for the benefit of our staff, students, parent(s) or guardian(s), and our community.

General conditions such as safety, cleanliness, and employee accommodations will be evaluated periodically for possible improvement and will always compare favorably with good industry practice. We will be pleased to meet with any employee to discuss suggested improvements in working conditions.

We will devote our best effort to conducting a well-run School system that creates an atmosphere of harmony for the staff, students, parent(s) or guardian(s) and the community and provides positive role models to the children.

SECTION I: INTRODUCTION

1.1 FOREWARD

We believe in keeping employees fully informed about *Ubah Academy* its policies, procedures, practices, and benefits, what employees can expect from the School and the obligations assumed as an employee of *Ubah Academy*. This practice is designed to provide fair treatment for employees. All employees are expected to become familiar with the policies, procedures, practices, and benefits of *Ubah Academy*. This handbook is intended to provide employees with this information. The policies and practices described in this handbook reflect a great deal of concern for the people who make it possible for *Ubah Academy* to exist . . . **its employees.**

Nothing contained in this handbook is intended to create a contract (express or implied), or otherwise to create legally enforceable obligations on the part of *Ubah Academy* or its employees.

Because *Ubah Academy* is a growing, changing school, administration reserves full discretion to add, modify, or delete provisions of this handbook at any time without advance notice. For this reason, employees should check with administration to obtain current information regarding the status of any particular policy, procedure, or practice. No individual other than the School Directors and/or Board of Directors of *Ubah Academy* has the authority to enter into an employment agreement or any agreement that modifies the School policy. Any such modification must be in writing and must be signed by the Directors of *Ubah Academy* and approved by the Board.

All employment at *Ubah Academy* is *at will*. No one other than the School Directors and Board of Directors of *Ubah Academy* has the authority to alter this policy for a specified period of time, or to make any agreement contrary to this policy. Any alterations and any such agreement must be in writing and must be signed by the Directors and approved by the Board of Directors of *Ubah Academy*.

Descriptions of various fringe benefits (such as group insurance) are only summaries. Should the descriptions in this handbook differ with any formal agreement or document involved, the formal agreement or document shall be considered correct.

The policies and procedures described herein supersede all prior policies and procedures.

1.2 AUTHORIZATION AND DISTRIBUTION OF HANDBOOK

Ubah Academy Employee Information Handbook is available to all personnel in the School. It may not be distributed to companies or non-personnel of *Ubah Academy* without the approval of administration or as required by law.

UBAH ACADEMY

1.3 MISSION STATEMENT

The mission of *Ubah Academy* is to provide students with a rigorous education that will prepare them for college and the pursuit of or other meaningful careers in our community. As a public charter high school, *Ubah Academy* is open to all students, but our program is inclusively designed to meet the unique needs international students and their families have in a culturally sensitive environment.

1.4 SCHOOLAL BACKGROUND AND GOALS

Ubah Academy (UBAH ACADEMY), recognized as District 4121, is a public charter High School located in Hopkins, Minnesota. UBAH ACADEMY was originally established in 2004 in Minneapolis by a passionate group of community leaders, parents, volunteers and educational advocates who believed that every child deserves a quality education regardless of their zip code, race, or socioeconomic status.

Currently the school enrolls and serves 300 students (Grades 9-12); UBAH ACADEMY prepares students for academic readiness and success in a college or university, in a safe learning environment and small class sizes. Teachers hold high expectations of their students and do what it takes to have a student to not only succeed but also excel.

Many of the current students come from Minneapolis or beyond and make the commitment to travel to Hopkins. The school has consistently had high attendance and graduation rates. As required by charter school law, the board is made up of teachers, parents, and community members. The school is authorized by Pillsbury United Communities. UBAH ACADEMY has recently had a leadership change after the previous director, who served since 2007 retired in 2020. The current Director has a long and successful history in schools serving international students. Today there continues to be a strong emphasis on college readiness and with UBAH ACADEMYs' high graduation rate, most students continue to a two or four college or university. In 2020, UBAH ACADEMY students received over four million dollars in scholarships. This is a testimony that UBAH ACADEMY provides students with a rigorous education in a safe environment.

UBAH ACADEMY has a strong partnership with the Twin Cities International School, K-8 charter school located in Minneapolis. Many of our 9th graders come to us from our feeder school, Twin Cities International School. In additional, UBAH ACADEMY also has collaborative partnerships with the following institutions:

- Medtronic, Fairview Hospitals and Methodist Hospitals.
- College Possible-, a nonprofit organization dedicated to helping promising, low-income young people prepare for and earn admission to college.
- College in the Schools (CIS) delivers regular University of Minnesota full credit courses to high-achieving high school students on site at Ubah Academy.
- Normandale College offers concurrent enrollment courses such as math, education and English.

The past years have illustrated that such collaboration and involvement have effectively worked to provide the best possible education for all children in the Twin Cities metropolitan area.

II: EMPLOYMENT POLICY AND PROCEDURES

2.1 EQUAL EMPLOYMENT OPPORTUNITY POLICY

Ubah Academy hereby affirms its conviction that all persons are entitled to equal employment opportunities, and for no reason will applicants for employment or employees be discriminated against on the basis of their race, color, creed, religion, age, national origin or ancestry, sex, sexual orientation, disability, veteran status, marital status, familial status, status with regard to public assistance, activities in a local commission, or any other protected class defined by applicable law. In addition, we hereby declare that the School's policy of non-discrimination shall prevail throughout every aspect of the employment relationship, including recruitment, selection, placement, training, compensation, promotion, transfer, layoff, recall, discipline, and termination.

In addition, *Ubah Academy* does not discriminate against any substitute teacher or independent contractor in work assignments for the School.

Further, we will not retaliate against anyone who has opposed employment practices, which may be illegal under the equal opportunity affirmative action laws, because they have testified or participated in any proceeding relating to the unlawful discrimination or harassment.

Any employee who is found to have violated any of these policies will be subject to disciplinary action, up to and including discharge. Employees who believe they have been subjected to discrimination or harassment must contact the Directors of *Ubah Academy* or the School Board Chair directly. The Schools cannot investigate and take appropriate action against, or be responsible for, the unlawful conduct unless notified/contacted.

2.2 COMMITMENT TO EQUAL EMPLOYMENT OPPORTUNITY POLICY

Ubah Academy was built upon teamwork and equal opportunity. We will continue to be successful when people are treated fairly and allowed to advance and achieve their full potential. We are proud of the fact that we extend equal employment opportunities to all qualified employees and applicants for employment without regard to race, color, religion, sex, age, national origin, disability or other conditions protected by law. Disabilities requiring accommodation will be reasonably accommodated as required by law.

We work hard at *Ubah Academy* to promote the fulfillment of *Ubah Academy* potential and equal employment. We will take action to ensure that all qualified protected class individuals are given the opportunity to know of openings, are encouraged to seek promotions, are considered for promotion opportunities and, when qualified, are hired or promoted.

All phases of employment including, but not limited to, recruiting, hiring, selection for training, promotion, demotion, discipline, rates of pay or other compensation, transfer, layoff, termination, recall, use of all facilities and participation in all Schools-sponsored activities, will be administered so as to further the principle of equal employment opportunity.

2.3 EMPLOYMENT AT WILL

Employment with the School is at-will. This means that the employee may resign at any time and The School retains a similar right. No manager, supervisor, or representative of the School other than the Director has authority to enter into any agreement to the contrary. No such agreement may be made, nor is valid unless in writing signed by the Director. This handbook does not modify or limit the employment at-will relationship.

2.4 EMPLOYMENT PROVISIONS OF THE *AMERICANS WITH DISABILITIES ACT* (ADA)

Title I of the *Americans with Disabilities Act* prohibits discrimination in any terms or conditions of employment for qualified individuals with a disability.

The *Americans with Disabilities Act* requires that employment decisions be based on the ability of a person to perform the essential functions of a job and not the person's disability or limitations.

Further, it requires administration to reasonably accommodate individuals with disabilities when necessary.

To comply with the employment provisions of the *Americans with Disabilities Act*, Ubah Academy will:

- Identify the essential functions of a job,
- Determine whether a person with a disability, with or without accommodation, is qualified to perform the duties; and,
- Determine whether a reasonable accommodation can be made for a qualified individual.
- Employees requiring reasonable accommodations should contact the ADA Coordinator.

2.5 NURSING MOTHERS, LACTATING EMPLOYEES, and ACCOMMODATIONS

Pregnant employees have the right to request and receive reasonable accommodations, which may include, but are not limited to, more frequent or longer breaks, seating, limits to heavy lifting, temporary transfer to another position, temporary leave of absence or modification in work schedule or tasks. An employer cannot require an employee to take a leave or accept an accommodation.

Lactating employees have the right to reasonable paid break times to express milk at work unless they are expressing milk during a break that is not usually paid, such as a meal break. Employers should provide a clean, private and secure room that is not a bathroom near the work area that includes access to an electrical outlet for employees to express milk.

It is against the law for an employer to retaliate, or to take negative action, against a pregnant or lactating employee for exercising their rights under this law. Employees who believe their rights have been violated under this law can contact the Minnesota Department of Labor and Industry's Labor Standards Division at dli.laborstandards@state.mn.us or 651-284-5075 for help.

Ubah Academy

2.6 HARASSMENT POLICY AND PROCEDURES

The policy of *Ubah Academy* is to ensure and maintain a working environment free of all forms of harassment, intimidation, coercion, violence or any form of harassment that creates a hostile work environment. Administration will ensure that all supervisors and other personnel carry out this policy. No applicants, employees, students, administrators, board members, subcontractors, or volunteers will be harassed or intimidated based on race, hair features based on race, color, creed, religion, age, national origin, sex, sexual orientation, disability, marital status, familial status, status with regard to public assistance, activities in a local commission, or any other protected class defined by applicable law. Any individuals who are found to have violated any of these policies will be subject to disciplinary action, up to and including discharge.

Harassment includes, but is not limited to:

Verbal harassment, such as making a joke, derogatory comment, epithets, vulgar or profane words and expressions, slurs that refer to a certain ethnic group, race, sex, nationality, age, disability, sexual orientation, religion, or belief, marital status, status with regard to public assistance, or activities in a local commission.

Physical harassment, such as assault and blocking, threats or acts of violence, intent to inflict bodily harm, impairing or otherwise physically interfering with an individual's normal work or movement.

Visual forms of harassment, such as derogatory posters, cartoons, drawings; or

Sexual harassment, such as unwelcome sexual advances or requests for sexual favors, verbal, visual, or physical conduct of a sexual nature. These acts may consist of name calling, obscene jokes, sexually suggestive comments or insulting sounds; graphic or verbal comments of a sexual nature about a person's anatomy; or displaying sexually suggestive objects, posters drawings or pictures.

Cyber harassment refers to online harassment. Cyber harassment or bullying is the use of email, instant messaging, and derogatory websites to bully or otherwise harass an individual or group through personal attacks. Cyber harassment can be in the form of flames, comments made in chat rooms, sending of offensive or cruel e-mail, or even harassing others by posting on blogs or social networking sites.

REPORTING PROCEDURES

Any person who believes he or she has been the victim of harassment or violence by a student, parent(s) or guardian(s), employee, Administrator, Board member, subcontractor, or vendor should report the alleged acts immediately to an appropriate School official designated by this policy. The School encourages the reporting party or complainant to use the report form available from the Director of each School or available from the School office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to the School Rights Officer or Directors.

Ubah Academy Resources is the primary person responsible for receiving oral or written reports of religious, racial, sexual harassment or violence at the building level. Alternatively, reports

may be given to a Counselor or the Director. Any School personnel who receive a report shall inform the Director(s) immediately.

Upon receipt of a report, a Director must notify the School Board chair. A written statement of the alleged facts will be prepared as soon as practicable by the Director. If the report was given verbally, the director shall personally reduce it to a written form within 24 hours. If the complaint involves the Director, the complaint shall be made or filed directly with the School Board chair.

The Board hereby designates the Director(s) as the School Ubah Academy rights officer(s) to receive reports or complaints. If the complaint involves the Directors, the complaint shall be filed directly with the Board chair.

The School shall conspicuously post the name of the Ubah Academy Human Rights Officer(s), including mailing addresses and telephone numbers.

All complaints of harassment will be investigated promptly and when necessary, corrective action will be taken. Any investigation of such complaints will be treated as confidentially as possible. No individual will be punished or suffer any adverse action as a result of bringing any good faith harassment complaint to the Schools attention.

Use of formal reporting forms is not mandatory.

Any supervisor, administration official, Board member, staff member, parent(s) or guardian(s), student, vendor, or any other person in connection with your employment who is found to have engaged in harassment or retaliation against an employee for exercising rights protected by this policy will be subject to appropriate discipline, up to, and including discharge.

The School will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the School's legal obligations to investigate, to take appropriate action, and to conform to any discovery or disclosure obligations.

The School cannot investigate and take appropriate action unless the appropriate individuals have been directly advised in detail of all incidents believed to be unlawful harassment. Failure to notify the appropriate personnel will delay or preclude any responsibility of *Ubah Academy* to take appropriate action or be responsible for unlawful conduct.

INVESTIGATION

By authority of the School Board, the Ubah Academy Human Rights Officer, upon receipt of a report or complaint alleging harassment, violence, or any form of harassment that creates a hostile work environment, shall immediately undertake or authorize an investigation. The investigation may be conducted by School officials or by a third part designated by the Schools.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged

incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

In determining whether alleged conduct constitutes a violation of this policy, the School should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances.

The investigation will be completed as soon as practicable. The director shall make a written report to the School Board chair upon completion of the investigation. If the complaint involved the Director, the report maybe filed directly with the School Board chair. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

SCHOOL ACTION

Upon receipt of a report, the School will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, or termination. School action taken for violation of this policy will be consistent with requirements of applicable Minnesota and federal law and Board and School policies.

The results of the School investigation of each complaint filed under these procedures will be reported in writing to the complainant by the School in accordance with the Privacy Act of 1974.

REPRISAL / RETALIATION PROHIBITED

The School will discipline or take appropriate action against any student, parent(s) or guardian(s), staff member, administrator, Board member, subcontractor, vendor, or volunteer who retaliates against any person who makes a good faith report for alleged harassment, acts of violence, or any action(s) that creates a hostile work environment, or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, or harassment.

RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under the state criminal statutes and/or federal law.

2.7 HARASSMENT OF VIOLENCE AS ABUSE

Under certain circumstances, alleged harassment or violence may be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.

Nothing in this policy will prohibit the School from taking immediate action to protect the victims of alleged harassment, violence, or abuse.

2.8 ORIENTATION

Each year when the School term resumes all employees will receive orientation that will provide information such as benefits, job duties, and areas of responsibility, policies and procedures. This is a time to change or adjust personal information, benefits, or to get any of your questions answered. A copy of the *Employee Handbook* will be made available to each employee to read and review.

After reviewing the handbook, each employee will be required to sign an Acknowledgement of Receipt and Understanding. The signed/witnessed copy of the *Acknowledgement of Receipt and Understanding* will become part of the employee's personnel file.

The *Employee Information Handbook* is the property of *Ubah Academy* and information contained within cannot be shared or leave the premises without the authorization of the Director(s).

2.9 EVALUATION PERIOD

Ubah Academy believes the employee is given an opportunity to evaluate whether their progress and the employment relationship should continue. Evaluations are done according to a scheduled evaluation process in alignment with MN State Statute 122A.40 (Subd. 8) for licensed professionals employed by the school. All non-licensed employee's evaluations will be done on an annual or as needed basis.

The completion of an evaluation should not be considered a guarantee of full-time employment or an increase of wage. *Ubah Academy* evaluates employees on a continuing basis to review performance standards, rules of conduct, and adherence to the philosophy and beliefs of *Ubah Academy*.

2.10 ATTENDANCE

Regular and on-time attendance is expected for efficient operations at *Ubah Academy*. Excessive absenteeism and tardiness are not only inconvenient but also causes costly problems, affects team morale and places students at risk. While it is recognized that an occasional illness or extenuating personal reasons may cause unavoidable tardiness or absence from work, regular on-time attendance is required for continued employment.

Employees must contact Human Resources prior to 6:00am on the date of the absence. Sending a text notification is sufficient. This allows time for arrangements to be made to redistribute work, if necessary. Employees must continue calling Office Manager or Director(s) until they reach someone 'in-person'. *Ubah* encourages employees to stay home when sick.

Unacceptable attendance such as leaving during your prep without signing out, tardiness, being away from your assigned work stations, or unexcused absences are subject to disciplinary action.

If an employee is absent from work without informing the School for 48 hours, it is considered job abandonment and employment will be considered terminated as of the last day worked by the employee.

2.11 EMPLOYEE CONCERNS

Ubah Academy believes in open communication. If an employee has a suggestion or concern, administration wants to know about it. In most cases, an employee will get satisfaction by discussing the matter with the Director. However, the School recognizes that not all complaints will be satisfactorily resolved between an employee and the Director.

For complaints, which cannot be resolved informally, the following procedure has been established to ensure a fair and impartial review. All complaints will be given prompt and objective consideration in an atmosphere of mutual assistance.

Informal Complaint Process for School Staff about School Staff/Board Members/Policy

Step 1: If you have an issue or concern with another staff member, you should initially discuss the problem with the person involved. If you have a concern regarding a school policy, you should initially discuss it with the Director(s).

Step 2: If a resolution of these issues is not reached through Step 1 or the two involved parties are not willing or able to discuss the issues, your next step is to involve one of the following as a third party, Director(s) or board chair.

Step 3: If a resolution of these issues is not reached through Step 2, your next step is to begin the formal complaint process. Although this process will be confidential, identity cannot be withheld from the person accused.

Formal Complaint Process for School Staff about School Staff/Board Members/Policy

Timelines: The formal complaint procedure is set up to take no more than 40 working days. To have a remedy under the formal complaint process, complaints must be filed within 30 days of the incident. Complaints filed more than 30 days after the incident will not be accepted.

Step 1: You will obtain a formal complaint form from the high school Office Manager. Complete the form and return to the director(s). If one of the directors is the subject of the complaint, return form to the Board Chair.

Step 2: The recipient of the formal complaint will be the judicial advisor and conduct an investigation. The judicial advisor will send notification in writing to the accused within 5 working days of receiving the complaint.

Step 3: The judicial advisor will notify the complainant and the accused of their findings. Notification of findings will be sent within 15 working days of the complaint being filed. The complainant will receive the results of the investigation in writing. The complainant will review

the findings and decide if they are satisfied with the results. If they are not satisfied with the results, they may proceed to Step 4.

Step 4: The complainant may appeal the ruling by notifying the judicial advisor in writing within five days. The judicial advisor may refer the appeal to a hearings committee at their discretion. The hearings committee consists of the following people: director(s), counselor, and a staff member appointed by the directors. If the complaint involves one of the directors, the board chair will replace them on the hearings committee. If the complaint involves a board member, another board member will replace the staff member on the committee and the board chair will replace the directors.

Step 5: A final decision is made. The judicial advisor will make the final decision on the appeal and notify the complainant and the accused in writing within 10 working days.

This complaint reporting procedure does not apply directly to complaints of harassment which are more specifically discussed in *Harassment Policies and Procedures*.

2.12 PERSONNEL FILES

Ubah Academy will maintain a file on each employee. An employee's personnel file begins with his/her completed employment application form. From time to time, information will be added to this personnel file regarding an individual's employment status with the School. Personnel files are the property of *Ubah Academy* and will be treated the same as any other confidential School information.

All employees should notify Human Resources of any changes in status, i.e., marital status, exemptions, dependents, address, telephone number, beneficiaries, emergency contact, etc. Personnel files are the property of the Company. Employee personnel files include the following: job application, job description, résumé, records of participation in training events, salary history, records of disciplinary action and documents related to employee performance reviews and recognition.

Only those with direct need-to-know status are allowed access to individual personnel records. Access will normally be limited to Human Resources, the supervisor and members of the leadership team with a need to know.

In the state of Minnesota, employees have various legal rights and remedies related to the contents of their personnel files. As an employee these rights extend to you and include:

- the opportunity to review the contents of your personnel file, upon written request to Human Resources, once every six months as an active employee and once each year after termination of your employment for as long as the record(s) are maintained. Requests will be honored within five (5) business days.
- the opportunity to receive a copy of the contents of your personnel file, upon written request to Human Resources and,
- The opportunity for you to dispute information that is contained in your file and request that the information be removed. If we do not agree with your request to have the

information removed, you have the opportunity to include a statement that outlines your position.

The School also has obligations associated with this law and may not:

- use information from your personnel file that was intentionally omitted during your review in a civil or administrative proceeding and,
- Retaliate against you for exercising your rights with respect to your personnel file.
- The Minnesota Department of Labor and Industry enforces this law. If it is determined that the School has not acted in good faith in complying with the provisions of this law, various remedies for violations and retaliation may be available to you.

The following provisions apply with respect to the School's standards for establishing, maintaining and handling employee personnel files:

- All official records concerning an employee will be kept up to date, insofar as possible, and all employees shall promptly report all pertinent personal information and data changes to administration.
- Employees will be permitted to review their personnel files and request a free copy (if desired) as permitted by applicable laws.
- The personnel file of an employee terminating employment will be maintained in accordance with applicable state and federal laws.

Employee personnel files may include the following:

- Offers of employment
- Work Agreement
- Job Description
- Performance appraisal reports
- Disciplinary action notices
- Special commendation information
- Educational achievement records
- Status changes affecting employee's work and salary history
- Payroll information
- Transcripts/Licenses
- Benefit information relevant documents as determined by the supervisor

Employees may request to review their personnel file provided the following provisions apply:

- If an employee makes a request to review their personnel file, the Director and/or the Human Resources Generalist will have the responsibility of coordinating that review.
- The Director and/or the Human Resources Generalist must be present while the employee reviews his/her personnel file.
- The employee may take notes, but may not remove, deface, or otherwise make notations

on the documents in his/her personnel file.

- Upon a written request from the employee, the School will provide a copy of any item(s) in the employee's personnel file.

All information in employee personnel files is considered confidential. This information will only be available to the employee, senior administration personnel, supervisors or supervisors who are responsible for the employee and appropriate professional advisors, or consultants to the School on an as “need to know basis”.

2.13 SOCIAL SECURITY

The cost of Social Security is shared between employees and the School. For every dollar an employee puts into Social Security, *Ubah Academy* matches that dollar.

Social Security provides benefits for employees and their families as specified by law in the event of retirement, hospitalization after age 65 (Medicare), total and permanent disability before age 65, and death. Contact the local Social Security Office for details.

2.14 UNEMPLOYMENT COMPENSATION

Unemployment compensation is another form of insurance, which is paid for entirely by *Ubah Academy*. Unemployment compensation helps employees meet a loss of income resulting from unemployment beyond their control by paying certain benefits while they are out of work. This form of protection is in addition to group insurance, Social Security, and Workers' Compensation.

2.15 RULES OF CONDUCT

It is the policy of *Ubah Academy* to expect all employees to abide by certain work rules and display professional conduct at all times. The regulations governing employee conduct and responsibilities have been established in the best interest of the School, its employees, students, and community.

Accordingly, a violation of these regulations constitutes misconduct on the part of the employee and appropriate disciplinary action will be initiated. **These rules are guidelines only and are not all-inclusive.** Disciplinary action may include, but is not limited to, verbal reprimand, written notice, and suspension from work with or without pay, and immediate termination of employment. Administration reserves the right to terminate or discipline any employee of *Ubah Academy* it considers necessary and is based on individual circumstances.

2.16 POLICIES ON MISCONDUCT

All schools face the risks that come from misconduct. As with all business exposures, we must be prepared to manage these risks and their potential impact in a professional manner.

Our goal is to establish and maintain an environment of fairness, ethics, and honesty for our staff, students, vendors, and the community. To maintain such an environment requires the active assistance of every staff member every day.

Our School is committed to the deterrence, detection and correction of misconduct. The discovery, reporting, and documentation of such acts provides a sound foundation for the protection of innocent parties, the taking of disciplinary action against offenders up to and including dismissal where appropriate, the referral to law enforcement agencies when warranted by the facts, and the recovery of assets.

The purpose of these policies is to communicate to the staff the definitions of misconduct and the specific instructions for investigation and action if case of suspected violations.

2.17 EXAMPLES OF MISCONDUCT

The following are only examples of misconduct for which an employee may be subject to discipline up to and including termination. These examples do not constitute a complete list of the circumstances for which discipline will be warranted.

- **Absenteeism that exceeds the sick time or personal time specified in the work agreement with the exception of FMLA (Family Leave).**
- **Tardiness that exceeds 7 days per school term.**
- Falsification of any records or reports i.e., absence from work, claim pertaining to injuries occurring on School premises, claims for any benefits provided by the School, communications or records including personnel and production records. Forgery or alteration of documents.
- Fraud and other unlawful acts.
- Restricting output, or persuading others to do so, or promoting, encouraging, agitating, engaging in or supporting suspension of work, slowdowns or any other interruptions of production.
- Sabotage or subversive activity of any kind.
- Misuse or removal from the premises, without authorization, of any of the School's property or possession of any property removed from the School's premises without proper authorization.
- Being under the influence of, having in possession, transporting, selling, or promoting alcohol, any intoxicant, any narcotic, any barbiturate, any amphetamine, any hallucinogen, or any other stimulating or depressing drug during the course of the workday or on School's premises at any time.
- Fighting or other unacceptable immoral conduct while on the School's premises. Violence, threats of violence, or attempts at physical violence while on the job.

- Bringing weapons onto the premises. (Refer to Weapons Policy)
- Willful abuse or deliberate destruction of School property, tools or equipment, or of any property on the School premises.
- Gross insubordination “a willful and deliberate refusal to follow reasonable orders given by a supervisor or member of administration”.
- Violation of the School’s *Equal Employment Opportunity Policy* or *Policy on Harassment*.
- Sleeping during assigned work time.
- Gaining unauthorized access to the School’s records and files.
- Failure to immediately report to administration any work-related injury or accident.
- Refusal to perform duties in the job description or continuous performance of substandard work both in quality and quantity after having been instructed in proper procedure and technique.
- Idle gossip or dissemination of confidential information within the School without a business needs to know, such as personal, business, or financial information.
- Engaging in horseplay, practical jokes, gambling, selling merchandise, solicitation, or general loitering while on the School’s property.
- Using profane language on School property, which in administration's opinion is offensive to visitors, students, and other staff members.
- Planning, directing, encouraging, or aiding any students to engage in hazing activities.
- Failure to follow School policies and procedures or acts which violate the School’s mission or core values.

The School specifically prohibits these and any other illegal activities in the actions of its staff, board members, volunteers and other individual responsible for caring out the School’s activities.

2.18 REPORTING PROCEDURES

It is the responsibility of every employee, supervisor, administrator, and Board member to immediately report suspected misconduct or dishonesty to the director of the School. Anonymous reports to the director are acceptable. Any reprisal against any employee or other reporting individual because that individual, in good faith, reported a violation is strictly forbidden.

2.20 REDUCTION OF WORKFORCE

In the event that a reduction in the School's workforce becomes necessary, administration will determine the number of employees needed to perform the available work. In determining those employees to be retained, consideration will be given to the quality of each employee's past performance, the need for the position held by the employee, and with all other factors being equal, the length of service of each employee.

If feasible, but not as a vested right, employees subject to termination will be given a notice prior to the anticipated termination. Upon such termination applicable insurance benefits will be extended under Section 10002 (d) of COBRA.

2.21 IMMIGRATION LAW COMPLIANCE

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

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 within the past three years or if their previous I-9 is no longer retained or valid. If an individual cannot verify his/her right to work within three days of hire, Ubah Academy must terminate employment.

2.22 EDUCATOR PROTECTION

Schools cannot discriminate against or discipline a teacher or principal on the basis of:

- Incorporating contributions* of persons in a federally protected class or state protected class into curriculum

*Contributions must be in alignment with state academic standards and benchmarks.

2.23 MALICIOUS AND SADISTIC CONDUCT POLICY

Ubah Academy prohibits malicious and sadistic conduct and sexual exploitation by a school staff member, independent contractor, or student enrolled in the school against a staff member, independent contractor or all student in all contexts. Malicious and Sadistic conduct means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty. Ubah Academy prohibits malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status regarding public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as outlined in the Minnesota Human Rights Act (Minnesota Statutes, Chapter 363A)

Disciplinary measures for each violation of the policy will be guided by Student Discipline Policy in conformance with Pupil Fair Dismissal Act (Minnesota Statutes, 121A.41-56).

SECTION III: WAGES AND BENEFITS

3.1 EMPLOYMENT STATUS

Employment status is divided into the following categories for the purpose of compensation and benefits. Some School policies and benefits may apply differently to employees hired in different categories. The term "eligible employee(s)" refers to full-time employee(s) unless otherwise designated. Each employee will be advised of the status of his/her position when he/she is hired or if the status changes.

- **Full-time** - Employees hired full time (35 hours or more) per week for a School term or per year are considered full-time employees for all compensation and benefit purposes.
- **Part-time** - Employees whose work schedule is less than full-time (less than 30 hours) per week for a School term or per year are considered part-time employees for all compensation and benefit purposes. Part-time employees are eligible for some benefits by specific reference only.
- **Temporary** - Temporary employment consists of an obligation to work 40 hours or less per week, for a term that is generally limited to less than one year. Temporary employees are not eligible for any holiday, vacation, sick leave, or any other paid absence benefits.
- **Non-exempt (hourly employees)** - Non-exempt employees are expected to confine their work to the normal workday and workweek unless overtime is authorized in advance by the supervisor. Non-exempt employees will be paid an hourly overtime at one and half (1 ½ times) their regular pay rate for all authorized hours in excess of the forty (40) per week.
- **Exempt** - Employees who are employed in an administrative, executive, or professional category are specifically exempted from the Federal Wage and Hour Law. The hours worked by these exempt employees are often irregular and begin and end outside the normal workday. Exempt employees are excluded from the overtime provisions of the Federal Wage and Hour Law and do not receive overtime pay.

3.3 PAY PERIOD AND PAYMENT OF WAGES

Ubah Academy operates on a 24 pay period plan. The pay period is semi-monthly. Personnel are normally paid on the 15th and the 30th of each month for work performed for the prior pay period. If the payday falls on a weekend then the payday is the Friday before.

3.4 TIME RECORDS

Government regulations under FLSA Act 29 CFR 516.2, require that employers keep an accurate record of hours worked by **all employees**. Non-exempt employees are required to log in their hours each day on a School Time Log. Exempt employees are required to check if they are at work each day. The Administration and Human Resources will log any

time used. Human Resources will turn the time logs into payroll.

For any missed work time, employees are required to submit a time off request in Paychex upon returning to work in the event of an illness or unforeseen emergency. In the event of personal time or vacation time for qualified employees, a time off request in Paychex should be completed no later than one-week prior to the absence. Employee's requesting personal, banked time usage, FMLA, or vacation time, will be notified if the leave is approved or denied.

Failure to report accurate time information may result in the loss of pay.

If an employee has a question concerning his/her time, he/she should discuss the matter with the Administration and Human Resources.

3.5 PAYROLL INFORMATION

Following the acceptance of employment, each new employee will be given federal and state tax forms to complete. The completed forms and information regarding starting pay, starting date and any other pay or benefit information will be forwarded to the payroll department. Any change in employee marital status, tax deductions, address, phone number, or other pertinent payroll information must be reported to the payroll department immediately.

The administration will meet twice a year in August and January to approve any new documentation such as licensures, certificates, or degrees that would modify an employee's salary. All documentation needs to be given to Human Resources before August 10th to reflect August 30th's payroll or before January 1st to reflect the January 31st payroll.

3.6 PAYROLL DEDUCTIONS FROM GROSS PAY

The Schools will make arrangements for payroll deductions for the following:

- Federal income taxes
- State income taxes
- Social Security taxes
- Medicare taxes
- Past due taxes
- Garnishments (including child support) or other court ordered wage deductions
- Employee's portion of group insurance premiums
- Minnesota Teachers Retirement Association “TRA”
- Public Employee Retirement Account “PERA”
- If elected, deductions for health care

The employee must authorize any deductions (other than statutory deductions). No other deductions will be made unless specifically authorized in writing by the employee. Total deductions will be shown on the employee's paycheck stub. Questions regarding payroll deductions should be directed to the payroll department.

EXEMPT EMPLOYEE REDUCTION OF SALARY

In accordance with the Fair Labor Standards Act regulations, exempt employees who are required to be paid on a salary basis may not have their pay reduced for variations in the quantity or quality of work performed. According to FLSA, their salary may be reduced only in the following circumstances:

Employees who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have the appropriate accrued leave time under Ubah’s approved leave policies or receive written permission from the Director. Their salary will not be reduced for less than a full day.

Employees who are absent from work for at least a full day for sickness or disability will not be paid for that day unless they have the appropriate accrued leave time under Ubah’s approved leave policies or receive written permission from the Director.

Employees who work less than forty hours per week may be paid a proportionate part of their full salary for the time actually worked.

Employees who take leave under the Family Medical Leave Act will not be paid for that time unless they have accrued leave time available to them under Ubah’s applicable leave policies. Their salary will be reduced by the hours missed, even if it is for less than a full day.

3.7 ERROR IN PAY

The Schools take precautions to ensure that employees are paid correctly; however, if an error does occur, the employee should notify the payroll department. The School will make every attempt to adjust the error no later than the employee's next regular pay period.

3.8 GARNISHMENT OF WAGES

Garnishments are court orders requiring an employer to withhold specified amounts from an employee's wages for payment of a debt owed by the employee to a third party. State law requires the School to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs. Garnishments are effective the first pay period after the garnishment is served.

3.9 DISTRIBUTION OF PAYCHECKS

Paychecks will be disbursed in each employee's mailbox on payday or via direct deposit. If an employee is absent on payday his/her paycheck will **NOT** be released to a third party. This policy protects both the employee and the Schools.

3.10 EMPLOYEE BENEFITS

Ubah Academy provides a well-balanced benefits program for eligible employees. The insurance becomes available the first of the month following the date of hire for all employees working 35 hours per week.

At the present time, *Ubah Academy* pays 100% of the employee and dependent monthly premiums for dental, short- and long-term disability, life, and accidental death and dismemberment insurance. *Ubah Academy* pays a portion (defined in benefit booklet) of the employee health premium. All other offered coverages are the responsibility of the employee.

Any questions concerning costs, benefits, and/or insurance claim information should be directed to Human Resources or information can be found in the annual benefit booklet.

Ubah Academy or its insurers will review these benefits periodically to assure that they keep pace with area practice and are subject to change at any time. Administration and Human Resources will notify employees of open enrollment deadlines for all benefits.

All employee insurance coverage and benefits will terminate on the last day of the month of their last day of work. For example, if your last day of work is June 10th, your benefits will go through June 30th of that year. If your employment is ending at the end of the school term your benefits will terminate on August 31st of that year.

3.11 BENEFIT DETAILS

Please refer to your benefit package for details on plan coverage and co-payments. If you have questions, please contact Human Resources.

3.12 DENTAL INSURANCE

Ubah Academy provides a dental insurance option to eligible employees and their dependents through Health Partners. Please refer to your benefit package for details on plan coverage and co-payments. If you have questions, please contact Human Resources.

3.13 DISABILITY INSURANCE

Ubah Academy provides you with short-term and long-term disability coverage. Please refer to your benefit package for details on plan coverage. If you have questions, please contact Human Resources.

3.14 LIFE INSURANCE

Ubah Academy also provides you with life insurance, accidental death, and dismemberment coverage. Please refer to your benefit package for details on plan coverage. If you have questions, please contact Human Resources.

Ubah Academy

3.16 RETIREMENT SAVINGS PLANS

At date of hire all employees are eligible to enroll in a voluntary 403(b) Retirement Savings Plan is available to employees working 20 + hours per week are eligible for the 403(b)-retirement plan. For questions regarding your 403(b)-retirement savings plans please contact Human Resources.

Additionally, under Minnesota law, you will be automatically enrolled in a retirement program that you will be required to contribute to. Percentages subject to change:

Teachers – Minnesota Teachers Retirement Association “TRA

Non-Teaching Staff – Public Employment Retirement Act “PERA”.

3.17 PROFESSIONAL DEVELOPMENT REIMBURSEMENT

Ubah Academy places great value in the continued professional development of its staff. Full Time employees who may be granted up to \$1000/year for pre-approved professional development activities. These may include but are not limited to: graduate and/or under graduate level coursework, professional conferences or workshops. Prior approval is required noting that professional development activities will be evaluated on a case-by-case basis. A compelling argument for requested time off/activity should be presented and the staff member should be prepared to share learnings upon return to school. PTO days may be used for approved time away.

3.18 HOLIDAYS

Ubah Academy recognizes the following holidays: Labor Day, Eid al-Fitr, Eid Adha, Thanksgiving, Thanksgiving Friday, Winter Break (which includes Christmas Eve, Christmas Day, New Year's Eve and New Year's Day), Martin Luther King's Day, President's Day, Spring Break, Good Friday, and Memorial Day. For specific dates, please refer to the School's calendar.

3.19 CONTINUATION OF HEALTH INSURANCE UNDER COBRA

Under the Consolidated Omnibus Budget Reconciliation Act of 1985, better known as COBRA, if an employee terminates employment with the School, the employee is entitled to continue participating in the School's group health plan for a prescribed period of time, usually 18 months. (In certain circumstances, such as employee's divorce or death, the length of coverage period may be longer for qualified dependents.)

Under the Uniformed Services Employment and Reemployment Rights Act of 1994, better known as USERRA, an employee who is out on a military leave of absence will retain their health insurance coverage for the first 31 days of uniformed service. Employees out on a military leave of absence which extends beyond the 31 days will be eligible for COBRA benefits for up to 24 months.

If a former employee chooses to continue group benefits under COBRA, he or she must pay the total applicable premium. Coverage will cease if the former employee fails to make premium payments as scheduled, becomes covered by another group plan that does not exclude pre-existing conditions or becomes eligible for Medicare.

For detailed information or questions on COBRA, employees are requested to check with the School Director or Human Resources Representative.

SECTION IV: TIME OFF/LEAVES

4.1 PAID TIME OFF

PTO (Paid Time Off/Earned Safe and Sick Time)

Ubah Academy recognizes that employees need time away from normal work duties for their personal well-being or that of a family member Paid Time Off (PTO) leave may be used by the employee for any reason. The benefit of PTO is that it promotes a flexible approach to time off. Employees are accountable and responsible for managing their own PTO hours to allow for adequate reserves if there is a need to cover vacation, illness or disability, appointments, emergencies or other needs that require time off from work.

The School grants time off with pay to employees who meet service requirements.

The School reserves the right to request an explanatory note from the employee's provider should absences become excessive or extends beyond accrued time off due to a non-job-related illness or injury. **The request will be made by the school should time off coincide with a calendar approved non-work day including holidays, 3-day weekends, and breaks.** A note from the employee's provider may be required if the employee is absent from work three (3) or more consecutive (scheduled) days.

The school makes the final determination if the absence is considered excused or unexcused based on policy.

Returning full-time school-year exempt employees will be frontloaded 80 hours of PTO every year on August 15th.

Returning full-time year-round employees will be frontloaded 240hours every year on July 1st .

Mid Year Hire(Any hire after August 15th) school-year employees will accrue 3.5 hours of PTO per pay period

Mid- year Hire(Any hire after July 1) year-round employees will accrue 10 hours of PTO per pay period

All hourly non-exempt full-time employees will accrue 3.5 hours of PTO per pay period.

Part time employees will accrue a pro-rated amount of PTO per pay period based on their work agreement and days and number of scheduled weekly hours, with a minimum of 1 hour for every 30 hours work and a **maximum of 48 hours**.

Carry over: Employees may not carry over unused PTO into the next year. *. Mid-year hires are the exception. They will carry over their PTO(up to 80 hours) to the following year until they become a “returning” employee and are frontloaded their PTO their second year.*

Payout: School Year employees will be paid out at a daily rate of \$60/day. This payout occurs on the June 30th payroll.

Requests for PTO- Employees who need to request PTO, must request it at least a week in advance, if possible. Prior approval for any PTO needs to be obtained from Administration and/or Human Resources. Any days taken off from work in excess of days earned will not be paid.

If the time requested off exceeds four (4) or more hours, the employee must take a full day (8 hours) off. If the requested time off is under four (4) hours, the employee must take a half-day (4 hours) off. Employees who require a substitute for when they are absent must take a full day off unless arrangements can be prearranged within the building and is approved by the Administration. A half day is considered at 11am.

Generally speaking, personal days will not be granted after May 1st and requests are discouraged(except for ESST).

Personal days should not be requested before or after vacation periods or long weekends. The Director may choose not to grant PTO if the absence of the employee would be detrimental to the educational program for the School or create an unnecessary hardship on the other School personnel(unless it complies with Safe and Sick Time law).

Earned Safe and Sick Time

Please see above for Earned Safe and Sick Time accrual amounts as employees will not earn Safe and Sick Time in addition to their PTO. Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Employees must accrue at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year. A year for purposes of the employee’s earned sick and safe time accrual is: July 1-June 30.

The earned sick and safe time hours the employee has available, as well as those that have been used in the most recent pay period, must be indicated on the employee’s earnings statement that they receive at the end of each pay period. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time for all or part of a shift, depending on their need.

Earned sick and safe time can be used for:

- an employee’s mental or physical illness, treatment or preventive care;

- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Ubah Academy requires employees to provide seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. Employees are required to provide documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform **Madina Djibril** as far in advance as possible, but at least **[seven]** days in advance. In situations where an employee cannot provide advance notice, the employee should contact **[Ms. Madina]** by cell phone as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry's Labor Standards Division at 651-284-5075 or dli.laborstandards@state.mn.us or visit the department's earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

4.2 PARENTAL LEAVE

All employees are eligible for and are entitled to 12 weeks of unpaid parental leave, regardless of the amount of time they have worked for the school. This leave is provided to a natural or adoptive parent for the birth or adoption of a child.

Provide advance notice of the start of leave and your anticipated date of return. Leave may be taken at any time within 12 months after the birth or adoption of the child.

If the leave is more than one month, employees must notify the School Director at least two weeks prior to returning from such leave.

Employees are entitled to employment in their former position or one with comparable duties, hours and pay. Employees are also entitled to the same benefits and seniority they had before the leave. Employees may return to part-time work during the leave without forfeiting the right to return to full-time work at the end of the leave. The school requires the employee to cover their benefits while on leave.

4.3 TRACKING

All employees are required to indicate on the sign in sheet when they are present and when using PTO, professional development or funeral time. This is mandatory under the Fair Labor Standards (FLSA) Act 29 CFR 516.2, which requires employers to keep record of all hours worked by employees. Omission of such information will be grounds for disciplinary action or could result in loss of pay. HR/Administration will maintain an attendance log on each employee recording this information as received.

4.4 SCHOOL CLOSINGS

Ubah Academy is closed for winter break and spring break. The school will be open for those students taking the MCA during break.

4.5 PROFESSIONAL DAYS

Employees may request to be absent from work to pursue professional opportunities related to their work at the School. Such days must be approved in advance by the administration and will be paid.

4.6 CIVIC LEAVE

When an employee is required to serve as a juror or is subpoenaed to serve as a witness on School business, time off up to 30 days with pay will be granted as follows:

- The employee must notify the administration upon receipt of the summons.
- A document from the courts which shows the time spent by the employee and the amount paid to the employee minus travel allowances must be submitted to the Accounting Department.
- The School will pay the difference between what the court pays the employee and the employee's regular rate of pay.
- Verification of an employee being seated on a jury, being detained in a jury pool, or subpoenaed as a witness is required.

- An employee who is subpoenaed to serve as a witness for reasons not related to School business take the time off as unpaid leave.
- If the court dismisses the jury early, the employee is expected to return to work as soon as possible (and complete a regular workday comprised of civic time and time on the job.)
- Should the employee's work duties with the School be vital to its operation, the School may ask the court to excuse the employee from jury duty.

4.7 VOTING LEAVE

Employees are entitled to take time off to vote at a regularly scheduled state primary or general election, of an election to fill a vacancy in the U.S. Congress or in the office of state senator or state representative or of a Presidential primary, unless the election is conducted by mail, without penalty. Time off to vote is time off without deduction from wages.

4.8 BEREAVEMENT LEAVE

In the event of a death in an employee's immediate family, the employee will be allowed up to five (5) days off with pay in order to assist with arrangements or to attend the funeral. If additional time is necessary, sick time may be used. Immediate family is considered to be spouse, domestic partner, parent(s) or guardian(s), in-laws, child, stepchild, and brother/sister. Three (3) days will be provided for grandparent(s) or guardian(s) and grandchildren. One (1) day will be provided for aunts, uncles, nieces, and nephews.

Prior approval for any funeral leave must be obtained from your supervisor. If prior approval is not obtained, the employee will not be paid for the funeral leave.

Payment will not be made under this policy when a death occurs during an employee's vacation or School closing such as: winter break, spring break, summer break, if the employee is on a Family Leave or absent due to a work-related injury and receiving workers' compensation benefits.

The School reserves the right to request substantiation of any death in an employee's immediate family and/or confirmation of an employee's attendance at a funeral.

4.10 FAMILY MEDICAL LEAVE OF ABSENCE

Regular full-time and part-time employees who have been employed by the School for at least 12 months and have worked at least 1,040 hours during the 12-month period immediately preceding the commencement of the leave may be entitled to a maximum of 12 work weeks of unpaid family or leave during a 12-month period, with the exception of birth or adoption of a child where the employee qualifies immediately under MN Parental Leave(see Parental Leave policy). This 12-month period is measured backward from the current date of leave. Leave may be taken for one or more of the following reasons in accordance with applicable law:

- Birth of the employee's child;
- Placement of an adopted or foster child with the employee;

- To care for the employee's spouse, son, daughter or parent with a serious health condition; and/or
- A serious health condition that makes the employee unable to perform the functions of the employee's job.

A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and leave generally is not intended to cover short-term conditions in which treatment and recovery are very brief.

Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of the School or when medically necessary. However, part-time employees are only eligible for a prorated portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned treatment, the School may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient certification. In such a case, the employee must submit the certification within 15 days from the date of the request or as soon as practicable under the circumstances.

If the School has reason to doubt the validity of a health care provider's certification, a second opinion at the School's expense may be required. If the opinions of the first and second health care providers differ, the School may require certification from a third health care provider at the School's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.

Employees must give 30 days' written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned treatment so as not to disrupt unduly the operations of the School, subject to the approval of the healthcare provider. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period), the School will maintain health insurance under its Group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue Group health insurance coverage during the leave.

Failure to make necessary and timely contributions may result in termination of coverage. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12-month period) are eligible for reinstatement in the same or an equivalent position as provided by applicable law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave. In addition, reinstatement may not be guaranteed for "key employees."

Employees are required to use available sick time / PTO for portions of the leave not covered by the short-term disability policy.

For more information about family/leave, contact Human Resources.

PAID FAMILY MEDICAL LEAVE

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family. The Company provides Paid Leave coverage through a private equivalent plan administered by Met Life. This policy meets or exceeds all statutory benefits, rights, and protections of the Minnesota Paid Leave law and has been approved by the Minnesota Department of Employment and Economic Development (“DEED”). Eligible employees must submit claims directly to Met Life, who will determine eligibility, benefit amounts, and duration.

Private Equivalent Plan Insurer

Insurer Name:

Equivalent Plan Covers: [Family Leave, Medical Leave, and/or both Family Leave and Medical Leave].

Effective Date: 01/01/2026

Website: Mybenefits.metlife.com

Phone: 1-800-300-4296

Eligibility

Most workers in Minnesota are covered by Paid Leave. A private equivalent plan must offer coverage that is equal to or greater than what is offered under the State plan. Under the State plan, you may qualify for payments if you have been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

Under the Company’s private equivalent plan, coverage is equivalent to the state plan

Paid Leave Benefit Payments

A private equivalent plan must offer payments that are equal to or greater than what is offered under the State-run plan. Under the State-run plan, you will be paid between 55% to 90% of your wages, based on your income level, with a maximum weekly amount set at the State’s average weekly wage. The maximum weekly amount changes each year. The maximum weekly amount for Paid Leave in 2026 is \$1,423.

Payments are equivalent to the state plan.

Premiums

The Company’s private equivalent plan may be funded by Company contributions, employee payroll deductions, or both. **The Company cannot charge you more than 0.44% of your wages** to fund your portion of the private equivalent plan premium.

Your premium contributions are:

Medical Leave	Total Medical Leave Premium: [.61]%		
	Ubah Academy	will contribute [100]%	of the medical leave contribution
		and the remaining [0]%	will be deducted from your wages
Family	Total Family Leave Premium: [.27]%		

	Ubah Academy	will contribute	[100%	of the family leave contribution
		and the remaining	]0%	will be deducted from your wages
Total deducted from your wages				0%

Qualifying Events to Use Paid Leave

Eligible employees may use Paid Leave under the Company's private equivalent plan for any of the following qualifying events:

1. Medical Leave

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery.
 - A serious health condition must involve inpatient care or continuing treatment.

2. Family Leave

- ***Bonding Leave.*** To care for and bond with a child welcomed through birth, adoption, or foster placement.
 - Employees must complete Bonding Leave within 12 months of the birth, adoption, or placement of a foster child, except that, in the case where the child must remain in the hospital longer than the mother, the leave must end within 12 months after the child leaves the hospital.
 - Employees may also use Bonding Leave before the actual placement or adoption of a child in situations that include but are not limited to where the employee may be required to:
 - attend counseling sessions;
 - appear in court;
 - consult with the attorney or doctors representing the birth parent;
 - submit to a physical examination; or
 - travel to another country to complete an adoption.
- ***Caring Leave.*** To care for a family member with a serious health condition.
 - A serious health condition must involve inpatient care or continuing treatment.
- ***Military Family Leave.*** To support a family member called to active duty, which includes:
 - providing for the care or other needs of the family member's child or other dependent;
 - making financial or legal arrangements for a family member;
 - attending counseling;
 - attending military events or ceremonies;
 - spending time with a family member during a rest and recuperation leave or following return from deployment; or
 - making arrangements following the death of a military member.
- ***Safety Leave.*** To respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member if such leave is to:
 - seek medical attention related to the physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking;
 - obtain services from a victim services organization;
 - obtain psychological or other counseling;
 - seek relocation due to the domestic abuse, sexual assault, or stalking; or
 - seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to, or resulting from, the domestic abuse, sexual assault, or stalking.

Under this policy, "family member" means an employee's:

- spouse or domestic partner;
- child (biological child, adopted child, foster child, stepchild, child of a domestic partner, or child to whom the applicant stands in loco parentis, is a legal guardian, or is a de facto custodian);

- parent (biological, adoptive, de facto custodian, foster parent, stepparent, or legal guardian of an employee or the employee's spouse, or an individual who stood in loco parentis to the employee when the employee was a child);
- legal guardian;
- sibling;
- grandchild;
- grandparent or spouse's grandparent;
- son-in-law or daughter-in-law; or
- an individual who has a personal relationship with the employee that creates an expectation and reliance that the employee cares for the individual without compensation, regardless of whether or not the employee and the individual reside together.

Amount of Paid Leave

A private equivalent plan must offer leave time that is equal to or greater than what is offered under the State-run plan. Under the State-run plan, you may qualify to take up to 12 weeks of Family Leave or Medical Leave per benefit year. If you need both Family Leave and Medical Leave in the same benefit year, you may qualify for up to 20 weeks in total under the State-run plan.

Leave time is equivalent to the state plan.

Continuous Leave and Intermittent Leave

You may use Paid Leave continuously (one block of time) or intermittently (separate blocks of time). For example:

- If you have surgery and need to be completely out of work for 6 weeks, that is continuous leave.
- If you have a chronic condition or a family member who needs transportation to recurring treatments, you might only need to take a day or a few hours off each week. That is intermittent leave.

You may use a maximum of 480 hours (equivalent to 12 weeks) of intermittent leave in a benefit year. If your leave extends beyond 12 weeks in a benefit year, you must use Paid Leave continuously.

You may use intermittent leave in [1-hour] increments.

How to Take Paid Leave

To take Paid Leave, employees must:

1. Notify the Company; and
2. Apply for Paid Leave benefits directly with Met Life.
3. Employees must notify **the Executive Director** of the need for Paid Leave before submitting an application to Met Life. If the need for Paid Leave is foreseeable, you must notify the Company at least **30 days in advance**. If the need for Paid Leave is not foreseeable (e.g., lack of knowledge, change in circumstances, or medical emergency), you must notify the Company as soon as practicable.

Applications for benefits must be submitted to MetLife using its claim form or secure online portal. After applying, the insurer will send a written determination approving or denying the claim, specifying eligibility, benefit amount, and benefit duration.

Employees are required to provide certification or documentation to the insurer as requested. The Company reserves the right to send employees a written request that requests employees to provide the Company with a copy of the certification that the employee provided to the insurer. If an employee receives such a written request from the Company, the employee must provide a copy of the certification to the Company as soon as practicable.

Appealing Denied Paid Leave Request

Employees covered by private equivalent plans have the same right to appeal as those covered by the State-run plan. If your application for Paid Leave is denied or you disagree with the amount of your Paid Leave benefit payment, you have 30 calendar days to ask that Met Life review its decision. If Met Life's decision does not change, you can appeal

with the Paid Leave Division within the legal deadline, which is 30 calendar days from when you received the review decision from the private equivalent plan. Contact Paid Leave or visit its website for more information on appeals.

EMPLOYEES TO REFER TO THE PLAN DOCUMENT FOR APPEAL PROCESS]

Supplemental Benefits

The Company does not offer PTO as supplemental benefits to employees while on Paid Leave.

Employees may receive disability insurance payments in addition to their Paid Leave benefit payments; however, disability insurance payments may be offset by Paid Leave benefit payments in accordance with the disability insurance policy.

[With some exceptions, employees are generally not eligible to receive Paid Leave benefit payments if the employee is also receiving Social Security disability benefit payments or receiving workers' compensation benefit payments.]

Other Forms of Leave

Paid Leave under this private equivalent plan will run concurrently with the federal Family and Medical Leave Act ("FMLA") when the employee's reason for is a qualifying event under both laws. Paid Leave under this private equivalent plan will also run concurrently with the Minnesota Pregnancy and Parenting Leave Act when the employee's reason is a qualifying event under both laws.

Health Insurance

The Company must continue to fund its portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you paid before you went on leave.

To make arrangements to continue to make your share of the premium payments for your health insurance while on Paid Leave, please contact the Executive Director.

Unless required otherwise by your health insurance plan, you have a grace period of 30 calendar days to make your health insurance premium payments. To the extent authorized by applicable law or unless required otherwise by your health insurance plan, your healthcare coverage will cease if your health insurance premium payment is more than 30 calendar days late. If your health insurance premium payment is more than 15 calendar days late, the Company will send you a letter notifying you that your health insurance coverage will cease if your health insurance premium is more than 30 calendar days late. If the Company does not receive your premium payment within 15 days after the date of this letter (for a total of 30 calendar days), then your healthcare coverage will cease, to the extent authorized by applicable law or as allowed under your health insurance plan; or, alternatively, the Company may pay your share of the premiums during Paid Leave and recover these payments from you upon your return to work. To the extent authorized by applicable law, if you elect not to return to work for at least 30 calendar days at the end of the leave period, you may be required to reimburse the Company for the cost of the health insurance premiums paid by the Company for maintaining healthcare coverage during your leave, unless you cannot return to work because of a serious health condition or other circumstances beyond your control.

Employment Protections

Job protections: Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.

Health insurance continuation: Generally, the Company must continue to fund its portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you paid before you went on leave.

No retaliation or interference: The Company will not interfere with or retaliate against you if you apply for or use Paid Leave. The Company cannot take your Paid Leave payments.

Private equivalent plans: Private equivalent plans cannot impose any additional costs, conditions, or restrictions on Paid Leave beyond those in the State-run plan.

For inquiries related to Paid Leave, you can contact Minnesota Paid Leave at 651-556-7777 or visit its website. If you think the Company is violating your employment protections, you can contact Paid Leave.

Company Information

Company Name: Ubah Academy

Mailing Address: 1600 Main Street, Hopkins, MN 55343

DEED-provided Employer Identification Number: [NUMBER]

Company Contact for Questions: Faysal.ali@ubahacademymn.org

Contact Method: email

Learning More

Visit paidleave.mn.gov for more information about Paid Leave. Employees can visit to learn more about benefits, claim status, or coverage details.

Questions may also be directed to:

Met Life

1-800-300-4296

Mybenefits.metlife.com

For additional information about Minnesota Paid Leave Law or private equivalent plan requirements, you can contact the Paid Leave Division at:

Phone: 651-556-7777 or 844-556-0444 (toll free)

Email: paidleave@state.mn.us

Mail: Department of Employment and Economic Development, Paid Leave Division
180 E 5th Street, 12th Floor, Saint Paul, MN

Information is available in alternative formats for people with disabilities by using the contact information listed above under this subsection.

This policy summarizes the Company's approved Private Equivalent Plan. If a conflict arises between this policy, the official plan document, or Minnesota law, the approved plan and applicable law will control.

4.11 MILITARY LEAVE

It is the Schools policy to grant a leave of absence without pay to employees who participate in U. S. Armed Forces Reserve or National Guard in accordance with the provisions of the Uniformed Services Employment and Reemployment Rights Act of 1994.

Military Caregiver Leave - (also known as covered service member leave) to care for an ill or injured service member.

- This leave may extend to up to 26 weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

Qualifying exigency leave- for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

- An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up

or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period. **School Leave** - *Ubah Academy* allows employees to take up to 16 hours of time off to attend parent-teachers conference or other School activities. Time taken off must be in increments of 8 hours. The employee may choose to use PTO or unpaid leave.

4.12 MINNESOTA SCHOOL CONFERENCE AND ACTIVITIES LEAVE

An employer must grant an employee leave of up to a total of 16 hours during any 12-month period to attend school conferences or school-related activities related to the employee's child, provided the conferences or school-related activities cannot be scheduled during non-work hours. If the employee's child receives childcare services, or attends a pre-kindergarten regular or special education program, the employee may use the leave time provided in this section to attend a conference or activity related to the employee's child, or to observe and monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the employer. The leave is not paid; except that an employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this section.

4.13 MINNESOTA BONE MARROW DONATION LEAVE

Employees who work an average of 20 or more hours per week and want to donate bone marrow may receive a paid leave of absence for that purpose. School reserves the right to require verification by a doctor of the purpose and length of each leave. Combined bone marrow leave may not exceed 40 hours. The employee will receive regular pay, in accordance with Minnesota State law, up to 40 hours.

4.14 MISCELLANEOUS LEAVE

Administration will only approve a leave of absence request based upon the circumstances of the request, e.g., employee disability, military obligations, family crisis, unusual circumstances, the

twelve (12) weeks allowed under the FMLA, and workers' compensation. During any leave of absence, the following provisions apply:

- A leave of absence other than FMLA is a qualifying event for COBRA; therefore, the employee is responsible for the payment of all insurance premiums for his/her individual coverage and dependent health insurance coverage (if applicable).
- The employee will retain his/her original employment date showing no interruption in service except for group insurance purposes.
- The employee will retain his/her membership in the Schools Retirement Savings plans up to the amount of time allowed in the plan.
- If an employee accepts other employment, all of his/her benefits with the School will be terminated.
- Any sick time must be applied toward a leave of absence. Time off in excess of eligible sick and personal time is without pay.

4.15 WORKERS' COMPENSATION

If an employee is injured on the job and collecting workers' compensation insurance payments, they are ineligible to accrue or draw salary during the recovery period. PTO or salary may be applied to any period of time not covered under workers' compensation for a work-related injury depending on the circumstances.

Time off work for a workers' compensation injury is included in the twelve weeks allowed under the Family Leave Act "FMLA".

All accidents, injuries, potential safety hazards, safety suggestions, and health and safety-related issues must be reported within 24 hours to the School Director and/or Human resources representative so that appropriate attention can be given.

The employee must comply with instructions from their physician, including follow up appointments. documentation from each appointment must be provided to the School Director or Human Resources representative.

The School is covered under Occupational Safety and Health Administration (OSHA) and statutory state Workers' Compensation Laws. Should a work-related injury or illness occur, the employee should immediately notify the School Director or human resources representative so it can be properly documented as required and workers' compensation benefits can be requested.

No matter how insignificant an injury may seem at the time of occurrence, the incident should be reported. This ensures that the School can help obtain appropriate treatment. An employee's failure to follow this procedure may result in the appropriate workers' compensation report not being filed timely in accordance with the law, which may delay or jeopardize the right to benefits in connection with the injury or illness.

In the case of an emergency, the employee should go immediately to the nearest hospital emergency room for treatment.

4.16 WOMEN'S ECONOMIC SECURITY ACT (2014)

Wage Disclosure Protection

This provision of the new law applies to both men and women. The law gives employees the right to discuss their wages and prohibits employers from taking any adverse action against employees for discussing their or other employees' wages. The law recognizes, however, that employees are still bound to maintain an employer's confidential information and does not allow disclosure to the employer's competitors.

SECTION V: GENERAL RULES AND INFORMATION

5.1 ADDITIONAL POLICIES & PROCEDURES

In addition to the policies and procedure outlined in this portion of the employee handbook, employees are also subject to follow all State and Federal guidelines pertaining to school employees including the Mandatory Reporting Act. Employees of *Ubah Academy* are also required to follow all school board adopted policies found on the website and in the school board policy manual located in the main office, with any school board member or the school director and/or additional procedures found in this handbook's subsections.

5.2 FAMILY EMERGENCY

In the event the office receives word of an emergency related to a member of an employee's family, the employee will be notified as soon as reasonably possible. Should the employee be at a location away from his/her normal workplace, arrangements will be made to contact the employee, and if necessary, arrange for the employee to return home immediately.

5.3 DRESS CODE

Every employee of *Ubah Academy* contributes to the School's overall public image during working hours. The staff is expected to dress in a way that indicates a casual business environment and is culturally sensitive to all groups in our Schools. Shorts, short skirts, or revealing clothing are not considered "business casual" by the administration of the School. Sleeveless attire is discouraged. Athletic clothing, jeans etc. are considered "weekend wear" and should not be worn as business casual attire. Physical education teachers may wear athletic clothing as is appropriate. School ID Badges are to be worn at all times while in school.

During Workshop Week, please feel free to wear jeans, t-shirts and/or sweatshirts, if you wish. The restrictions regarding shorts, sleeveless, or revealing clothing are still in effect during workshop days.

5.4 PERSONAL CONDUCT

The School expects that all of its employees will conduct themselves with the pride and respect associated with their positions towards fellow employees, students, parent(s) or guardian(s), Board members, vendors, etc. Employees should always use good judgment and discretion in carrying out the School's business. Employees of *Ubah Academy* should always adhere to the highest standards of ethical conduct.

Improper conduct by and between employees, and/or by and business associates on the School premises that adversely affects the School's work will not be tolerated. Any employee demonstrating improper conduct will be subject to disciplinary action including termination of employment.

5.5 CONFIDENTIALITY

Ubah Academy is engaged in a business, which requires that a strict code of confidentiality of information collected and maintained by the School other than data which is classified by statute or federal law as public and shall be accessible to the public, pursuant to the procedures established by the School.

As an employee of *Ubah Academy*, employees must keep in strictest confidence any information with respect to internal affairs, financial status, and sensitive information of the School, students, or parents. No information may be directly or indirectly disclosed to any individual, School, school, or vendor including immediate family members.

As part of an employee's job duty with *Ubah Academy*, many employees have access to the Power School Software database. All information contained therein is considered intellectual property and is confidential. Confidential information may not be copied, faxed, e-mailed, or transmitted in any form for the purpose of removing this information from the School premises nor can said information be mutilated or destroyed unless specifically related to the employee's job responsibilities or without first obtaining consent of the Director(s). It is the responsibility of each individual to keep and faithfully account for all records and property, which the School may entrust the care and custody of such information during employment with the School.

As an employee of *Ubah Academy*, employees who help administer state standardized testing for our students must maintain strict confidentiality to keep the integrity of the test at the highest level. Employees who receive testing results must conduct themselves in accordance with the laws of the Data Privacy Act. Strict security measures must be adhered to in regard to testing materials to maintain test integrity. Any breaches of security must be reported immediately to the UBAH ACADEMY administration along with full cooperation of any investigation regarding a security breach.

All keys, security badges, and property which the School entrusts to an employee and in connection with employment at *Ubah Academy* must be maintained in personal custody. No employee shall permit anyone else to have access to records entrusted to their care unless specifically related to the execution of their job responsibilities.

5.6 SMOKING POLICY

Ubah Academy is dedicated to providing a healthy, comfortable, productive work environment for our employees. This goal can only be achieved through on-going efforts to protect non-smokers and to help employees adjust to restrictions on smoking. The Minnesota Clean Indoor Air Act (MCIAA) prohibits smoking in many indoor public places (Minn. Stat. §§ 144.411 to 144.417). Smoking is completely prohibited in all nonresidential health care facilities, day care premises, and public/private schools.

It shall be a violation of this policy for any student, teacher, administrator, or other School personnel, to smoke any tobacco, e-cigarettes or tobacco related substances at *Ubah Academy*. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that the School owns, rents, leases, contracts for, or controls. This prohibition includes all School property and all off-campus events sponsored by the School.

School administrators, students, and other school personnel who violate this tobacco-free policy shall be subject to school discipline procedures.

5.7 DRUG-FREE WORKPLACE

It is the policy of Ubah Academy to provide the best possible work by and for its employees with reliability, predictability and safety. In order to promote such a policy, the School has adopted a Drug-Free Workplace Policy which prohibits the use, possession, sale, or transfer of alcohol and all legally regulated drugs (including Cannabis)(i.e., "controlled substances") except pursuant to a doctor's prescription. This ban covers all employees of the School and all job applicants who have received a conditional job assignment offer, and it applies to the following physical locations: any premises under lease, ownership or control of the School, any parking lot, hallway, stairway, or other public or semi-public space adjacent to or used for access to the premises of the School, and all places where the employee's presence or performance is necessary or required to perform the work of the School. The term "use" includes the detectable presence of alcohol, any legally regulated drug (i.e., "controlled substance") or the metabolites of alcohol or any such drug and includes reporting to or being at work while impaired by or under the influence of any such drugs or alcohol, wherever such work is performed. Any violation of the Schools Drug-Free Workplace Policy is subject to disciplinary action, up to and including termination of employment, at the School's sole discretion.

5.8 WEAPONS POLICY IN THE WORKPLACE

In order to protect the health and safety of everyone in the workplace, to meet Ubah Academy students' needs, to protect property and to maintain a climate of respect and cooperation among employees, *Ubah Academy* bans weapons on School property.

Therefore, it is against the School's policy to use or possess weapons, concealed or otherwise in the School or on the School's premises. This includes, but is not limited to, offices, School rooms, restrooms, hallways, entry, commons areas, lunch rooms etc., and parking areas but does not include private vehicles.

The policy applies at all times when individuals defined are on the premises of *Ubah Academy*. This includes but is not limited to; before, during and after normal working hours, weekends, holidays, and while visiting *Ubah Academy* premises when not on duty and/or as a visitor or customer. *Ubah Academy* will not discriminate when enforcing this policy. This also includes all employees acting in the course and scope of employment, including those employees who work off-site.

Ubah Academy defines weapon as any object, device, or instrument designed as a weapon or through its use is capable of threatening or producing bodily harm or which may be used to inflict self-injury including, but not limited to, any weapon, whether loaded or unloaded, air guns; pellet guns; BB guns; knives; blades; clubs; metal knuckles, num-chuks, throwing stars; explosives; fireworks; mace and other propellants, stun guns; ammunition; poisons, chains; arrows; and objects that have been modified to serve as a weapon. In addition, no person shall use articles designed for other purposes (i.e., lasers or laser pointers, belts, combs, pencils, files,

scissors, etc.), to inflict bodily harm and/or intimidate. Such use will be treated as the possession and use of a weapon.

The School reserves the right to respond to any individual who does not follow this policy and demand compliance. Should the individual with the weapon refuse to comply, the School will notify the authorities immediately.

If the individual with the weapon is an employee, further corrective actions or discipline may take place, depending on the circumstances. This decision will be made by the Director(s).

5.9 PERSONAL BELONGINGS

Ubah Academy recognizes an employee's desire to display mementos pertaining to his/her family or other personal items. While *Ubah Academy* can take no responsibility for the safekeeping of these items, it welcomes its employees to personalize their work areas for added comfort or pleasantness. However, several guidelines must be observed. They are as follows:

Safety comes first. No object can interfere with job safety as viewed by the School's administration.

Nothing can be displayed that would be considered to be derogatory to any person or system of beliefs.

Objects that are inappropriate or hinder work efforts will not be allowed and must be removed upon request.

The School will not be liable for loss or damage to the property of employees while on school premises (including the parking lot). This includes all personal property used in an employee's work area and all other personal property while anywhere on school premises, in school vehicles, or while being transported on school business. For this reason, employees should maintain appropriate insurance on valuable personal property, including but not limited to, cars or other motor vehicles.

5.10 ENERGY PRESERVATION AND WASTE PREVENTION

Waste of energy and materials is costly to the School and ultimately results in losses, which must be paid for by other cost reduction actions. Employees are expected to:

Conserve energy at every opportunity by keeping thermostats in moderate ranges.

Participate in the School's recycling program.

5.11 SEVERE WEATHER CONDITIONS

If there are any questions regarding hours of work during severe weather conditions, employees are responsible to listen to the media for weather information and School closings.

5.12 SECURITY

Upon employment with Ubah Academy, employees are issued keys for the buildings and classrooms in which they work. All doors, files, desks, gates and any other equipment with locks must be kept locked securely when not in direct use and at the end of each day. Locks should be checked regularly.

Proper care of keys is essential in maintaining the security of buildings, equipment and supplies. Keys shall not be loaned to anyone other than the assigned person, nor should they be used to provide access for any unauthorized person. Upon notice of someone leaving employment, the director(s) will contact the departing employee to discuss the disposition of keys assigned to that employee.

Lost or stolen keys must be reported immediately to the Office Manager. The cost of replacing the lost key is the responsibility of the employee. This applies to both electronic key cards and metal keys. The replacement fee is \$10.00 per key. No refunds will be granted if keys are found after the replacement key is purchased.

5.13 USE OF THE TELEPHONE

Each time an employee makes or receives a telephone call they represent *Ubah Academy*. The manner in which a call is handled determines how *Ubah Academy* is judged by our parent(s) or guardian(s), customers, and other employees. During working hours, employees should refrain from making or receiving personal telephone calls except for emergencies. Use of cell phones during work time is discouraged. The Schools appreciate when you keep your personal calls to your break periods unless it's an emergency.

5.14 COMPANY PROPERTY

All employees should be concerned with the care and safe use of School-owned equipment and facilities. Good housekeeping is expected of every employee. Should an employee see another employee or student maliciously vandalize any School equipment or property it should be immediately reported to the Director(s) or member of the Administration.

Equipment, hardware, software, books, magazines and other reference materials must be checked out and returned in a timely fashion. Employees may borrow certain School property provided they have explicit permission from the Director or the Assistant Director.

Employees who borrow School property are personally liable to cover the cost of replacing such lost or stolen property and for the reasonable cost of repair of such damaged property.

5.15 SCHOOL E-MAIL, VOICE MAIL, FAX, AND COMPUTER POLICY

This document sets forth the policy of *Ubah Academy* on access to and disclosure of electronic voice and e-mail messages, faxing, computer system usage, computer software usage and

employee responsibility. It also explains proper use of the electronic systems in general. This policy may be changed at any time per the direction of the School's administration.

Ubah Academy strives to maintain a workplace free of harassment and is sensitive to its employees. *Ubah Academy* prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. Computers, computer files, voicemail, e-mail system, and software furnished to employees are the property of *Ubah Academy* and are intended for business use only.

There shall be no display or transmission of sexually explicit images, messages, cartoons, or any transmission of e-mail communication that contains ethnic slurs, racial epithets, or anything that may be construed as harassment, or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, religious, political beliefs or other protected class.

Transmission of material in violation of any international, United States or state law is prohibited including but not limited to: copyrighted materials or threatening, harassing or obscene language. Use of Internet resources or accounts for personal purposes, commercial (for profit) activities, product advertisement, forgery of electronic mail messages, changing files belonging to users and downloading any commercial files (e.g., movies, songs, games) are prohibited. Violations of the law or this policy will result in appropriate disciplinary action leading up to, and including, termination.

Ubah Academy purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, *Ubah Academy* does not have the right to reproduce such software or use on more than one computer. Employees may only use software on local area networks or on multiple machines according to the software license agreement. *Ubah Academy* prohibits the illegal duplication of software and its related documentation.

All Employees shall take reasonable care to safeguard all technology/computer equipment within the school's facilities. Employees will ensure that all computers and equipment are protected by locking doors and storing equipment in locked cabinets. No employee will allow any student to work unsupervised on an employee's computer or a lab computer that is logged in under an employee's account.

All Employees are responsible for the computers assigned to them. If a computer is damaged, lost or stolen, it is the employee's responsibility to notify the technology staff or administration of the incident so that the proper course of action can be made.

Ubah Academy administration and technology staff prefer that personal equipment is not brought onto the campus. *Ubah Academy* is not responsible for any personal equipment that is lost, stolen or damaged while on school premises.

Employees should notify their immediate supervisor, or any member of administration upon learning of violations of this policy. To ensure compliance with this policy *Ubah Academy* reserves the right to enter, search, and monitor the computer files, voicemail, or e-mail of any employee without advance notice. This policy is for business purposes such as investigating

theft, disclosure of confidential business information or proprietary information, personal abuse of the system, or monitoring workflow productivity.

Violation of this policy will result in appropriate disciplinary action leading up to, and including, termination.

5.16 LAPTOP/COMPUTER DAMAGE

Ubah Academy provides employees with laptop computers to use inside and outside the school in order to enhance, enrich and facilitate teaching and administrative duties as well as school communications. The school laptops are to be used as a productivity tool for school-related business, curriculum enhancement, research and communications. Employees may use the laptops for personal purposes within the standards of good judgment and common sense.

Employees who take their assigned laptop off of school premises are fully responsible for any damage to or loss of the laptop. Employees will be held responsible for the cost of repair or the replacement cost of the laptop.

A laptop damaged or stolen on school property is the responsibility of the school, except in the case of established employee negligence, as determined by the school's administration. Damage, loss or theft of a laptop should be reported to the director(s) and technology coordinator immediately.

5.17 MONITORING

The employee's work output, whether it is in paperwork or computer files, belongs to *Ubah Academy*. As such, that work output is always subject to review by *Ubah Academy* whether it is stored electronically, on paper, or in any other form. In addition, business equipment, including computers and desks belong to *Ubah Academy* and are subject to search or investigation.

5.18 PATENTS AND COPYRIGHTS

Any patent or copyright developed by an employee in conjunction with and/or as a result of his/her employment with *Ubah Academy* are the property of the School. Any information pertaining to such patent or copyright must remain on the School's premises.

5.19 SOCIAL MEDIA

The School respects the right of employees to use blogs and social networking sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. We understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. 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, we have established these guidelines for appropriate use of social media.

1. Do not "friend" students on social media sites

2. You are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved.
3. 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.
4. Be fair and courteous. Keep in mind that you are more likely to resolve work-related complaints by speaking directly with coworkers rather than posting on social media.
5. Be honest and accurate
6. Maintain the confidentiality of school and student information.
7. Express only your own opinions. Do not present yourself as speaking on behalf of Ubah Academy.

5.20 Meal and Rest Breaks

Rest periods

All employees are permitted a 15-minute paid restroom break for each four-hour work period. Breaks are not permitted at either the beginning or end of the workday to offset arrival and departure times. Employees who voluntarily work through their rest breaks will not be paid additional compensation.

Meal periods

All employees who work six or more hours in a day are permitted take an unpaid meal break of 30 minutes. Meal breaks are not counted toward hours worked.

Employees are to be completely relieved from duty during their meal break. If a nonexempt employee is required to perform any work duties while on his or her meal break period, the employee must be compensated for the time spent performing work duties. The time spent working during the meal break will be counted toward the total hours worked.

Enforcement

Managers are responsible for the scheduling of meal and rest periods. Employees who fail to return on time from breaks or lunch will be subject to disciplinary action and docking of pay for time missed. The employer can set the hours an employee works, including when a meal or rest break can be taken. For the time to be unpaid, the employee has to be completely relieved of duties for at least 20 minutes.

SECTION VI: SAFETY POLICY AND PROCEDURES

6.1 SAFETY

Ubah Academy is committed to the safety of its employees, its property, and equipment. To this end, we will utilize a safety program in our daily activities to be observed by employees of *Ubah Academy* at all times.

With regard to these rules, the following will be considered standard procedure for all employees:

Should a safety regulation be modified so that an employee's safety is something less than it should be the employee should inform one of the Directors.

All questions concerning the reasoning for safety issues may be asked of any member of administration, at any time.

It is administration's responsibility to see that every employee at *Ubah Academy* is provided with safe working conditions. All safety regulations are observed in accordance with OSHA, and employees use good common sense to protect themselves, as well as others. Administration will periodically inspect working conditions and may suspend all work activity until an unsafe condition is corrected.

The most important part of safety is **YOU**. It is **your responsibility** to abide by the safety rules that are made for **your protection**. **IMMEDIATELY** report all personal injuries no matter how minor. Report all dangerous conditions and practices to administration.

In the event of a vehicular accident involving a School-owned/leased vehicle, or while on School business, report all information immediately to the office. In no instance should responsibility for an accident be expressed to anyone until the proper person in the School has been notified and permission has been obtained to make statements.

No one, other than an authorized School employee, is permitted to operate or ride in a School-owned/leased vehicle.

Vehicles must be kept clean (interior and exterior) at all times.

Vehicles must be properly maintained according to the manufacturer's schedule.

Any employee who misuses a School-owned/leased vehicle will be subject to dismissal.

Any damage to a School-owned/leased vehicle caused by an employee's carelessness or misjudgment is the responsibility of the employee. This includes insurance deductibles.

Ubah Academy UBAH ACADEMY

2025-2026

Acknowledgement of Receipt and Understanding

Read and Sign Immediately

I understand and/or agree that:

The statements contained in the Information Handbook for Employees of Ubah Academy UBAH ACADEMY are intended to serve as general information concerning Ubah Academy UBAH ACADEMY and its existing policies, procedures, practices of employment, and employee benefits.

Nothing contained in the Information Handbook for Employees of Ubah Academy UBAH ACADEMY is intended to create (nor shall be construed as creating) a contract of employment (express or implied) or a guarantee of employment for a definite or indefinite term.

From time to time, Ubah Academy (UBAH ACADEMY) may need to clarify, amend, and/or supplement the information contained in the Information Handbook for Employees of Ubah Academy (UBAH ACADEMY) and that the school will inform me of changes as appropriate to the circumstance.

I have received a copy or reviewed on-line the Information Handbook for Employees of Ubah Academy (UBAH ACADEMY), have read and understand the information outlined in the handbook, have asked any questions I may have concerning its contents and will comply with all policies and procedures to the best of my ability.

Employee's Signature

Print Name

Date