



Legacy Academy of Excellence

Staff Handbook 23-24SY

TABLE of CONTENTS

CORE POLICIES	4
1.0 WELCOME	4
1.1 A Welcome Policy	4
1.2 At-Will Employment	4
2.0 INTRODUCTORY LANGUAGE AND POLICIES	5
2.1 About the Company	5
2.2 Company Facilities	5
2.3 Ethics Code	5
2.4 Mission Statement	5
2.5 Revisions to Handbook	6
3.0 HIRING AND ORIENTATION POLICIES	6
3.1 Conflicts of Interest	6
3.2 Employment Authorization Verification	6
3.3 Job Descriptions	6
3.4 New Hires and Introductory Periods	6
3.5 Training Program	7
4.0 WAGE AND HOUR POLICIES	7
4.1 Attendance	7
4.2 Business Expenses	7
4.3 Direct Deposit	8
4.4 Introduction to Wage and Hour Policies	8
4.5 Job Abandonment	8
4.6 Paycheck Deductions	8
4.7 Travel Expenses	8
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	9
5.1 Criminal Activity/Arrests	9
5.2 Exit Interview	10
5.3 Open Door/Conflict Resolution Process	10
5.4 Outside Employment	10
5.5 Pay Raises	10
5.6 Performance Improvement	10
5.7 Post-Employment References	11
5.8 Resignation Policy	11
5.9 Standards of Conduct	11
5.10 Transfers	12
5.11 Workforce Reductions (Layoffs)	12
6.0 GENERAL POLICIES	12
6.1 Computer Security and Copying of Software	12
6.2 Employer Sponsored Social Events	13
6.3 Nonsolicitation/Nondistribution Policy	13
6.4 Off-Duty Use of Employer Property or Premises	13
6.5 Personal Appearance	14
6.6 Personal Cell Phone/Mobile Device Use	14
6.7 Personal Data Changes	15
6.8 Security	15
6.9 Social Media	15
6.10 Third Party Disclosures	16
6.11 Use of Company Technology	17
6.12 Workplace Privacy and Right to Inspect	17
7.0 BENEFITS	18
7.1 Bereavement Leave	18
7.2 Dental Insurance	18
7.3 Employee Assistance Program (EAP)	18
7.4 Exempt Personnel	18
7.5 Health Insurance	19
7.6 Holidays	19
7.7 Life Insurance	19
7.8 Military Leave (USERRA)	19
7.9 Nonexempt Personnel	19
7.10 Paid Time Off (PTO)	20
7.11 Pension and Profit Sharing Plan	20
7.12 Regular Full-Time Personnel	20
7.13 Regular Part-Time Personnel	20
7.14 Sick Pay	21

7.15	Unemployment Compensation Insurance	21
7.16	Vision Care Insurance	21
7.17	Workers' Compensation Insurance	21
8.0	SAFETY AND LOSS PREVENTION	21
8.1	Business Closure and Emergencies	21
8.2	Drug and Alcohol Policy	22
8.3	Face Masks in the Workplace	23
8.4	General Safety	24
8.5	Workplace Violence	24
	OHIO POLICIES	26
	HIRING AND ORIENTATION POLICIES	26
	Disability Accommodation	26
	EEO Statement and Nonharassment Policy	26
	Religious Accommodation	28
	WAGE AND HOUR POLICIES	28
	Accommodations for Nursing Mothers	28
	Meal and Rest Periods	29
	Overtime	29
	Pay Period	29
	Travel Time Pay	29
	PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	30
	Disciplinary Process	30
	GENERAL POLICIES	30
	Access to Personnel and Medical Records Files	30
	BENEFITS	31
	Crime Victim and Witness Leave	31
	Jury Duty Leave	31
	Voting Leave	31
	SAFETY AND LOSS PREVENTION	32
	Workplace Smoking	32
	CUSTOM POLICIES	33
	CUSTOM POLICIES	33
	Records/Retention/Confidentiality	33
	Positive Behavior Intervention Supports, Restraint, Seclusion, and Prohibited Practices	38
	Bullying and Other Forms of Aggressive Behavior	41
	ACKNOWLEDGMENT OF RECEIPT AND REVIEW	46

Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Legacy Academy of Excellence will be rewarding and challenging. We take pride in our staff members as well as in the products and services we provide.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

The employment policies and/or benefits summaries in this handbook are written for all staff members. When questions arise concerning the interpretation of these policies as they relate to staff members who are covered by a collective-bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The School reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Michelle Mahdi, Human Resource Director.

We wish you success in your employment here at Legacy Academy of Excellence!

All the best,

Dr. Emmanuel D. Anthony, Superintendent
Legacy Academy of Excellence

1.2 At-Will Employment

Your employment with Legacy Academy of Excellence is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the Superintendent has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the Superintendent.

If a written contract between you and the School is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

Legacy Academy of Excellence is a community school established under Chapter 3314 of the Revised Code. Legacy Academy of Excellence is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. (For more information about this matter contact the Academy administration or the Ohio Department of Education.)

Our model is designed to address the educational barriers students face by creating a new cultural learning S.T.E.A.M school in the urban community. Through our innovative curriculum, we intend to inspire at-risk students with a high-quality education that prepares students for college, career, and growing technology economy by emphasizing S.T.E.A.M (Science, Technology, Engineering, Arts/Athletics, Mathematics). Each student will significantly benefit from having a customized education plan that provides students with resources, creative classroom instruction, and strong support from parents and community stakeholders.

2.2 Company Facilities

Our school is located at:

2283 Sunbury Road Columbus, Ohio 43219

Office and Enrollment Hours: 7:30 am - 4:00 pm

2.3 Ethics Code

Legacy Academy of Excellence will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and staff members are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the School.

We expect that officers, directors, and staff members will not knowingly misrepresent the School and will not speak on behalf of the School unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.4 Mission Statement

The mission of Legacy Academy of Excellence is to provide high quality education that prepares students in grades K-8 for college, career, and life by emphasizing S.T.E.A.M (Science, Technology, Engineering, Arts/Athletics, Mathematics) in a safe and empowering environment. Our foremost goal is to engage and advance students academically, prepare them vocationally, and empower them personally.

2.5 Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Legacy Academy of Excellence policies and procedures. The handbook is not a contract. The School reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Legacy Academy of Excellence is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the School, you must disclose it to your Managers. If an actual or potential conflict of interest is determined to exist, the School will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Legacy Academy of Excellence. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Managers.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

3.3 Job Descriptions

Legacy Academy of Excellence attempts to maintain a job description for each position. If you do not have a current copy of your job description, you should request one from your Managers.

Job descriptions prepared by the School serve as an outline only. Due to business needs, you may be required to perform job duties that are not within your written job description. Furthermore, the School may have to revise, add to, or delete from your job duties per business needs. On occasion, the School may need to revise job descriptions with or without advance notice to staff members.

If you have any questions regarding your job description or the scope of your duties, please speak with your Managers.

3.4 New Hires and Introductory Periods

The first 90 days of your employment is considered an introductory period. During this period, you will become familiar with Legacy Academy of Excellence and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the School can be shortened or lengthened as deemed appropriate by management and Human Resources. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.5 Training Program

In most cases, and for most departments, training staff members is done on an individual basis by the department manager. Even if you have had previous experience in the specified functions of your job duties, it is necessary for you to learn our specific procedures, as well as the responsibilities of the specific position. If you ever feel you require additional training, consult your Managers.

4.0 Wage and Hour Policies

4.1 Attendance

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your direct supervisor. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Legacy Academy of Excellence reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

4.2 Business Expenses

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Legacy Academy of Excellence.

Approved business expenses are the reasonable and necessary expenses incurred by staff members to achieve legitimate business purposes that are not covered by normal School procurement processes.

Business Meetings (Employer-Sponsored Events and Meetings)

The School pays for expenses necessary to achieve a valid business purpose when meetings are held with customers, vendors, or other School staff members. The most senior School individual present is to pay for and report all expenses.

The School will make every effort to have a master account set up for School-wide and large group events. However, if you are at a small meeting or staying by yourself at a hotel, pay individually and submit for reimbursement accordingly.

Entertainment

The School pays for entertainment expenses only when they clearly benefit the School and include customers and are promotional in nature. The most senior individual present is to pay for and report all expenses.

Technical and Training Seminars

The School pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Managers.

Gifts

You may present gifts only under exceptional circumstances and with prior approval of the appropriate Company officer. The School does not reimburse cost over \$25 for business gifts.

Other Expenses

The School will pay for postage and telephone expenses that are for business purposes.

Reporting

Report approved expenses on the standard expense report form and include a description of the expense, its business purpose, date, place, and the participants.

4.3 Direct Deposit

Legacy Academy of Excellence requires all employees to enroll in direct deposit. Payroll is processed on the 15th and last day of the month. If payday falls on a Saturday employees will be paid on the Friday before. If payroll falls on a Sunday employees will be on the following Monday.

4.4 Introduction to Wage and Hour Policies

At Legacy Academy of Excellence, pay depends on a wide range of factors, including pay scale surveys, individual effort, and experience. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with Human Resources or review your offer letter.

4.5 Job Abandonment

Failure to report to work during your regularly scheduled work time without excuse or prior notification, or leaving the building without permission will be considered JOB ABANDONMENT and therefore voluntary resignation from your position at Legacy Academy of Excellence.

4.6 Paycheck Deductions

Legacy Academy of Excellence is required by law to make certain deductions from your pay each pay period and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the information you list on your federal Form W-4 and applicable state withholding form. Permissible deductions for exempt staff members may also include, but are not limited to, deductions for full-day absences for reasons other than sickness or disability and certain disciplinary suspensions. You may also authorize certain voluntary deductions from your paycheck where permissible under state law. Your deductions will be reflected in your wage statement. If you have any questions about deductions from your pay, contact your Managers.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. Review your paycheck for errors each pay period and immediately report any discrepancies to your Managers.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment, which will be paid no later than your next regular

payday.

The School will not retaliate against employees who report erroneous deductions in accordance with this policy.

4.7 Travel Expenses

The purpose of this policy is to define approved business travel expenses and the authority for incurring and approving such expenses at Legacy Academy of Excellence.

Travel expenses are the reasonable and necessary expenses incurred by staff members when traveling on approved Legacy Academy of Excellence business trips. Travel is limited to business activities for which other means of communication are inadequate and for which prior approval from your Managers has been received.

Travel Expenses

The School pays the actual amounts incurred for appropriate expenses when you are on travel assignments. Examples of typical expenses include the following:

- Airline tickets.
- Meals and lodging.
- Car rental, bus, taxi, parking.
- Telephone and fax.
- Laundry and dry cleaning (trips exceeding one week only, unless emergency).
- Business supplies and services.
- Associated gratuities.
- Other expenses necessary to achieve the business purposes.

Hotels

Neither in-room movies nor refreshment bars are approved School expenses.

Insurance

The School does not pay for personal travel insurance for staff members.

Rental Cars

You are to use rental firms having existing relationships with the School and, where feasible, have negotiated discount rates. Available reasonable transportation is to be used.

Personal Vehicles

When using your own vehicle for business purposes, you must maintain insurance coverage as required by law. Travel between your home and primary office is not considered to be business travel. You may not use your personal vehicle for business travel without authorization. Every attempt should be made to utilize the use of courier and delivery services in order to avoid the hazard of liability and the time away from work. You will be reimbursed for vehicle use at the standard IRS mileage rate. The Chief Executive Officer must authorize any deviation from this policy.

Reporting

Report approved expenses and include a description of the expense, its business purpose, date, place, and the participants.

Travel Reservations

Airline travel, rental cars, and hotels must be booked through the corporate designated travel agency in order to be reimbursed.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Legacy Academy of Excellence will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the School, whether on or off School property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Legacy Academy of Excellence. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the School in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Open Door/Conflict Resolution Process

Legacy Academy of Excellence strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the workplace to the attention of your Managers and, if necessary, to Human Resources or upper level management. To help manage conflict resolution we have instituted the following problem solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its staff members, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your Managers at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Managers. If you have already brought this matter to the attention of your Managers before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to Human Resources or upper level management. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.4 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Legacy Academy of Excellence is prohibited. The School recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect your attendance, job performance, productivity, work hours, or scheduling, or would otherwise adversely affect your ability to effectively perform your duties or in any way create a conflict of interest. Any outside employment that will conflict with your duties and obligations to the School should be reported to your Managers. Failure to adhere to this policy may result in discipline up to and including termination.

5.5 Pay Raises

Depending on financial health and other School factors, efforts will be made to give pay raises consistent with Legacy Academy of Excellence profitability, job performance, and the consumer price index. The School may also make individual pay raises based on merit or due to a change of job position.

5.6 Performance Improvement

Legacy Academy of Excellence will make efforts to periodically review your work performance. The performance improvement process will take place annually, or as business needs dictate. You may specifically request that your Director assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.7 Post-Employment References

Legacy Academy of Excellence policy is to confirm dates of employment and job title only. With written authorization, the School will confirm compensation. Forward any requests for employment verification to Human Resource.

5.8 Resignation Policy

Legacy Academy of Excellence hopes that your employment with the School will be a mutually rewarding experience; however, the School acknowledges that varying circumstances can cause you to resign employment. The School intends to handle any resignation in a professional manner with minimal disruption to the workplace.

Notice

The School requests that you provide a minimum of two weeks notice of your resignation.

The School reserves the right to provide you with pay in lieu of notice in situations where job or business needs warrant.

Prior to the end of the school year the school will request that staff complete an intent to return. If you indicate that you will not be returning the following year, the school director has the right to make your last day of employment on the same day as final grades.

Final Pay

The School will pay separated staff members in accordance with applicable laws and other sections of this handbook.

Notify the School if your address changes during the calendar year in which resignation occurs to ensure tax information is sent to the correct address.

Return of Property

Return all School property at the time of separation, including keys, tools, laptops, credit cards, and identification cards. Failure to return some items may result in deductions from your final paycheck where state law allows. In some circumstances, the School may pursue criminal charges for failure to return School property.

5.9 Standards of Conduct

Legacy Academy of Excellence wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our staff members, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge staff members for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.
- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
- Inaccurate reporting of the hours worked by you or any other staff members.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the School or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of School trade secrets and proprietary and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on School premises during working hours.
- Failure to dress according to School policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.10 Transfers

Legacy Academy of Excellence may transfer your employment from one position to another with or without notice, as required by production or service needs, or upon request by you and with management approval. Transfers in excess of 90 days may be considered final and your paycheck may be increased or decreased consistent with the pay scale for your new position.

5.11 Workforce Reductions (Layoffs)

If necessary based upon business needs, Legacy Academy of Excellence management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the School will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Computer Security and Copying of Software

Software programs purchased and provided by Legacy Academy of Excellence are to be used only for creating, researching, and processing materials for School use. By using School hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable School policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the School, or developed by School staff members or contract personnel on behalf of the School, is and will be deemed School property. It is the policy of the School to respect all computer software rights and to adhere to the terms of all software licenses to which the School is a party. The Director is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the School to both civil and criminal penalties under the United States Copyright Act.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the School.

6.2 Employer Sponsored Social Events

Legacy Academy of Excellence holds periodic social events for staff members. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by a Managers prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi or appoint a designated driver.

6.3 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of staff members, visitors, and others, Legacy Academy of Excellence has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other staff members during your assigned working time. For this purpose, working time means time during which either you or the staff members who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other staff members are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of staff members, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to your Managers.

6.4 Off-Duty Use of Employer Property or Premises

You may not use Legacy Academy of Excellence property for personal use during working time. You are responsible for returning School property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, School products, or office supplies for personal use without prior authorization.

It is School policy to control off duty and nonworking hour use of School facilities either for business or personal reasons. You are prohibited from using School facilities during off duty or nonworking hours without the written consent of your Managers. If you use School facilities during your off-duty hours or School off-hours, you may be required to sign a log-in and log-out sheet maintained by the School or building manager.

6.5 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Legacy Academy of Excellence. All staff members are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This may include wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Jeans are only permitted on Fridays or otherwise approved by the Director.

Uniform shirts must be worn on Mondays. The school will provide the staff with two shirts. Staff will have the option to purchase school gear.

Inappropriate slacks or pants include ripped jeans, sweatpants, exercise pants, short shorts, shorts, Bermuda shorts, bib overalls, leggings, and any spandex or other form-fitting pants such as bike clothing. Inappropriate shoes are flip flops, slides, tennis shoes and sandals. If clothing fails to meet the above standards, the employee may be sent home to change clothes and will receive a verbal warning for the first offense. Progressive disciplinary action will be taken for further dress code violations.

The School, in accordance with applicable law, will reasonably accommodate staff members with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the School. Contact your Managers to request

a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.6 Personal Cell Phone/Mobile Device Use

While Legacy Academy of Excellence permits staff members to bring personal cell phones and other mobile devices (i.e. smart phones, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on School property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the School requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may connect your personal device to the School network or to School equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from human resources. The use of personal devices is limited to certain staff members and may be limited based on compatibility of technology. To ensure the security of School information. If you are authorized to use a personal device, you will receive a monthly stipend based on the estimated use of the device. If you obtain or currently have a plan that exceeds the monthly stipend, the School will not be liable for the cost difference.

Nothing in this policy is intended to prevent staff members from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.7 Personal Data Changes

It is your obligation to provide Legacy Academy of Excellence with your current contact information, including current mailing address and telephone number. Inform the School of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Human Resources.

6.8 Security

All staff members are responsible for helping to make Legacy Academy of Excellence a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Managers immediately. Refrain from discussing specifics regarding School security systems, alarms, passwords, etc. with those outside of the School.

Immediately advise your Managers of any known or potential security risks and/or suspicious conduct of staff members, customers, or guests of the School. Safety and security is the responsibility of all staff members and we rely on you to help us keep our premises secure.

6.9 Social Media

At Legacy Academy of Excellence, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the School, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all staff members who work for the School.

Guidelines

For purposes of this policy, **social media** includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the School, as well as any other form of electronic communication.

School principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or staff members of the School.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The School cannot force or mandate respectful and courteous activity by staff members on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or School policy. Your personal posts and social media activity should not reflect upon or refer to the School.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School.
- Do not create a link from your personal blog, website, or other social networking site to a School website that identifies you as speaking on behalf of the School.
- Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, do not represent yourself as speaking on behalf of the School. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related as authorized by your manager or consistent with policies that cover equipment owned by the School.

Media Contacts

If you are not authorized to speak on behalf of the School, do not speak to the media on behalf of the School. Direct all media inquiries for official School responses to Human Resources.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent staff members from communications regarding wages, hours, or other terms and conditions of employment, or to restrain staff members in exercising any other right protected by law. All staff members have the right to engage in or refrain from such activities.

6.10 Third Party Disclosures

From time to time, Legacy Academy of Excellence may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former staff members, newspapers, law enforcement agencies, and other outside persons may contact our staff members to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the School and should refer any call requesting the position of the School to the Superintendent.

6.11 Use of Company Technology

This policy is intended to provide Legacy Academy of Excellence staff members with the guidelines associated with the use of the School information technology (IT) resources and communications systems.

This policy governs the use of all IT resources and communications systems owned by or available at the School, and all use of such resources and systems when accessed using your own devices, including but not limited to:

Email systems and accounts.

- Internet and intranet access.

- Telephones and voicemail systems, including wired and mobile phones, smartphones, and pagers.
- Printers, photocopiers, and scanners.
- Fax machines, e-fax systems, and modems.
- All other associated computer, network, and communications systems, hardware, peripherals, and software, including network key fobs and other devices.
- Closed-circuit television (CCTV) and all other physical security systems and devices, including access key cards and fobs.

General Provisions

School IT resources and communications systems are to be used for business purposes only unless otherwise permitted under applicable law.

All content maintained in School IT resources and communications systems are the property of the School. Therefore, staff members should have no expectation of privacy in any message, file, data, document, facsimile, telephone conversation, social media post, conversation, or any other kind or form of information or communication transmitted to, received, or printed from, or stored or recorded on School electronic information and communications systems.

The School reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over School IT resources and communications systems in accordance with applicable law. Any individual who is given access to the system is hereby given notice that the School will exercise this right periodically, without prior notice and without prior consent.

The interests of the School in monitoring and intercepting data include, but are not limited to: protection of School trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting staff members in the management of electronic data during periods of absence.

You should not interpret the use of password protection as creating a right or expectation of privacy, nor should you have a right or expectation of privacy regarding the receipt, transmission, or storage of data on School IT resources and communications systems.

Do not use School IT resources and communications systems for any matter that you would like to be kept private or confidential.

Violations

If you violate this policy, you will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

6.12 Workplace Privacy and Right to Inspect

Legacy Academy of Excellence property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the School and is subject to inspection at any time, without notice to any staff members, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

7.0 Benefits

7.1 Bereavement Leave

Legacy Academy of Excellence recognizes the importance of taking leave when there is a death in the family. Where bereavement leave is not required by law, the School will provide bereavement leave as follows:

All employees are eligible for three bereavement days for the death of an immediate family member after 30 days of employment.

For purposes of this policy, **immediate family member** includes the following and applies both to the family of the employee and the employee's spouse: child (including foster child and stepchild), spouse, sister, brother, parents (including foster parents and stepparents), grandparents.

You must provide notice of your need for bereavement leave as far in advance as possible. The School requires documentation supporting your need for bereavement leave.

7.2 Dental Insurance

All regular full-time staff members who have completed 90 days of employment at Legacy Academy of Excellence are eligible for the School dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.3 Employee Assistance Program (EAP)

Legacy Academy of Excellence provides confidential assistance through its employee assistance program (EAP) to all eligible staff members. The EAP provides confidential access to professional counseling services for help with personal concerns that may impact job performance. These concerns may include, but are not limited to, health, marital, family, financial, legal, emotional, alcohol abuse, and drug use. The EAP can help assess the problem, offer guidance, and provide a referral to quality care.

Voluntary participation in the EAP will not jeopardize your opportunities for promotion or employment. You can contact the EAP directly. Any information about your contact, participation, or any recommended treatment is confidential and will not be disclosed to the School.

In certain circumstances, you may be referred to the EAP by your Managers due to job performance issues.

EAP services are available to eligible participants without charge; however, the cost of referrals to treatment or rehabilitation is your responsibility if it is not completely covered by insurance.

EAP services can be initiated by contacting the EAP service provider, NexGen, at: 1-800-960-5371.

7.4 Exempt Personnel

If you are classified as exempt at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Managers for clarification.

7.5 Health Insurance

Legacy Academy of Excellence offers group health insurance benefits to all eligible full-time who have completed (90) days of employment and their eligible dependents. Health plan benefits are described in detail in the Summary Plan Description (SPD), which may be obtained from Human Resource.

Your group health benefits are paid in part by the School. The remainder of the costs are paid by you through deductions from your paycheck.

Benefits may be canceled or changed at the discretion of the School, unless otherwise prohibited by law.

If you or a dependent become ineligible for benefits due to a change in work hours or through a life event, or you leave employment with us, you may have the right to continue your health benefits under federal or state law. In such event, the School will provide you with information about your rights to continue your benefits coverage.

Employees will be advised of employee benefits and their contributions, if any, so that they may be aware of the total range of compensation and benefits which are theirs as a result of their association with school.

7.6 Holidays

Legacy Academy of Excellence offers paid Holidays. Paid Holidays are outlined on the Annual Academic Calendar.

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

You will be compensated for holidays in accordance with federal and state law.

7.7 Life Insurance

Legacy Academy of Excellence provides life insurance to all regular full-time staff members who have completed 90 days of employment with the School. You will be required to notify the benefits administrator of your intended beneficiary. Refer to the Summary Plan Description (SPD) for details about the benefit.

7.8 Military Leave (USERRA)

Legacy Academy of Excellence complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Human Resources. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Managers of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Human Resources.

7.9 Nonexempt Personnel

If you are classified as nonexempt at the time of your hiring, you will be eligible for minimum wage and overtime pay in accordance with federal, state, and local laws. If you have a question regarding whether you are exempt or nonexempt, contact Human Resource for clarification.

7.10 Paid Time Off (PTO)

Legacy Academy of Excellence provides staff members with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

Eligibility

All full-time regular staff members are eligible to receive five days of PTO after 90 days of employment. PTO may be taken for any leave such as sick, personal, family leave etc.

Separation of Employment

Upon separation of employment for any reason, you will forfeit any unused PTO time unless state law dictates otherwise/will be paid for earned but unused PTO time.

7.11 Pension and Profit Sharing Plan

All regular full-time staff members who have completed at least 90 days of employment at Legacy Academy of Excellence are eligible to participate in the pension and profit-sharing plan. After a specified period of employment, this plan provides you with a vested interest related to your length of employment. The School contributes on your behalf to the plan which may or may not be matched by your personal contribution.

As with your insurance benefits, refer to the Summary Plan Description (SPD) provided by the benefits administrator for specifics or contact Human Resources for more information.

7.12 Regular Full-Time Personnel

Regular full-time staff members are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to staff members at Legacy Academy of Excellence are for regular full-time staff members only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.13 Regular Part-Time Personnel

All staff members who work 30 hours per week or fewer are considered part time. Part-time staff members are not eligible for Legacy Academy of Excellence benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.14 Sick Pay

Legacy Academy of Excellence provides staff members with paid time off (PTO). PTO may be used for vacation, sick time, or other personal matters.

Eligibility

All full-time regular staff members are eligible to receive five days of PTO after 90 days of employment. PTO may be taken for any leave such as sick, personal, family leave etc.

7.15 Unemployment Compensation Insurance

Unemployment compensation insurance is paid for by Legacy Academy of Excellence and provides temporary income for staff members who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the School.

7.16 Vision Care Insurance

All regular full-time staff members who have completed 90 days of employment at Legacy Academy of Excellence are eligible for the School vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.17 Workers' Compensation Insurance

Workers' compensation is a no-fault system designed to provide benefits to all staff members for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Legacy Academy of Excellence, no matter how slightly, you are to report the incident immediately to your Managers. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Managers immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Legacy Academy of Excellence recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the School may close include, but are not limited to, i.e., power outage, blizzard conditions, etc..

Notification

In an emergency, the School will make every effort to notify you of the closing by news/phone/email/website/etc. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the School is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the School is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the School may decide to close mid-day. When the School closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the School during the closure on the same basis as if you were still working.

8.2 Drug and Alcohol Policy

Legacy Academy of Excellence is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of the School to maintain a drug and alcohol-free workplace. Being under the influence of alcohol, illegal drugs (as classified under federal, state, or local laws), or other impairing substances while on the job may pose a serious health and safety risk to others, and will not be tolerated.

Prohibited Conduct

The School expressly prohibits staff members from engaging in the following activities when they are on duty or conducting School business or on School premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal and/or recreational uses, it remains an illegal drug under federal law. The School does not discriminate against staff members solely on the basis of their lawful off-duty use of marijuana. You may not consume or be under the influence of marijuana while on duty or at work. If you have a valid prescription for medical marijuana, refer to the School Disability Accommodation policy for additional information.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Managers if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Violations

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

8.3 Face Masks in the Workplace

Legacy Academy of Excellence is committed to maintaining a safe and healthy workplace. The Centers for Disease Control and Prevention (CDC), the Occupational Safety and Health Administration (OSHA), and the World Health Organization (WHO) have found that wearing face masks can help prevent the spread of COVID-19, especially when social or physical distancing cannot be accomplished and in areas of significant community spread. This is especially true for individuals who are not fully vaccinated and individuals with immunocompromising conditions who remain at risk for COVID-19 infection after vaccination. We will follow the direction of the CDC and the Ohio Department of Education for all Face

Masks requirements.

Mask Use (when enforced)

You are required to wear a face mask when:

- Attending in-person meetings in a conference room, private office, or other enclosed space.
- Using any common spaces or equipment.
- Interacting with other staff members in person and when a minimum of six feet social distance cannot be achieved.
- In elevators and stairways.
- Meeting in person with customers, clients, or vendors, wherever located.
- Working within six feet of members of the public.
- Other situation covered by state or local reopening order.

Disclaimer of Restrictions on Employee Rights

This policy is not intended to restrict communications or actions protected or required by state or federal law.

Accommodation Requests

If you require an accommodation regarding this policy for reasons based on religion, disability, or other grounds protected by federal, state, or local laws, contact human resources.

You may request the accommodation orally or in writing. You should include all relevant information, including:

- A description of the accommodation requested.
- The reason for the accommodation.

The School will engage in an interactive dialogue with you to determine the precise limitations of your ability to comply with this face mask policy and explore potential reasonable accommodations that could overcome those limitations. You are encouraged to suggest specific reasonable accommodations. However, the School is not required to make the specific accommodation requested and may provide an alternative effective accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

Modification of Policy

The School reserves the right to modify this policy at any time in its sole discretion to adapt to changing circumstances and business needs, consistent with its commitment to maintaining a safe and healthy workplace.

Due to the rapidly evolving medical information surrounding COVID-19, if at any time applicable local, state, or federal masking requirements conflict with this policy, staff members are expected to comply with the more stringent requirement.

Reporting Violations

If you witness or become aware of any staff members or other individuals violating this policy, report them to human resources.

Enforcement

Failure to comply with this policy may result in discipline, up to and including termination of employment.

Retaliation

The School prohibits any form of discipline, reprisal, intimidation, or retaliation against staff members who report violations in accordance with this policy.

8.4 General Safety

It is the responsibility of all Legacy Academy of Excellence staff members to maintain a healthy and safe work environment, report any health or safety hazards, and follow the School health and safety rules. Failure to do so may result in disciplinary action, up to and including termination of employment. The School also requires that all occupational illnesses or injuries be reported to your Managers as soon as reasonably possible and that an occupational illness or injury form be completed on each reported incident.

The Director will be responsible to conduct all safety trainings with the staff annually.

8.5 Workplace Violence

As the safety and security of our staff members, vendors, contractors, and the general public is in the best interests of Legacy Academy of Excellence, we are committed to working with our staff members to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The School has a zero tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, staff members, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Gossiping against one another, including spreading false rumors
- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Managers human resources, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to human resources.

Ohio Policies

Hiring and Orientation Policies

Disability Accommodation

Legacy Academy of Excellence complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the School will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Managers. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the School will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

If leave is provided as a reasonable accommodation, such leave may run concurrently with leave under the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

The School will not discriminate or retaliate against staff members for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Legacy Academy of Excellence is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination, and all other terms, conditions, and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The School will take appropriate corrective action, if and where warranted. The School prohibits retaliation against staff members who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Managers or any other designated member of management.

Policy Against Workplace Harassment

Legacy Academy of Excellence has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, staff members, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (1) submission to such conduct is made either explicitly or implicitly as a term or condition of an individual's employment; (2) submission to, or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion toward an individual because of the individual's age (40 and older), race, color, national origin, ancestry, religion, sex, sexual orientation (including transgender status, gender identity or expression), pregnancy (including childbirth, lactation, and related medical conditions), physical or mental disability, genetic information (including testing and characteristics), veteran status, uniformed servicemember status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility toward an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance toward any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify the Superintendent.

The School prohibits retaliation against staff members who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the School may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the School will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

Legacy Academy of Excellence is dedicated to treating its staff members equally and with respect and recognizes the diversity of their religious beliefs. All staff members may request an accommodation when their religious beliefs cause a deviation from the School dress code or the individual's schedule, basic job duties, or other aspects of employment. The School will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other staff members — when determining a reasonable accommodation. At no time will the School question the validity of a person's belief.

If you require a religious accommodation, speak with your Director.

Wage and Hour Policies

Accommodations for Nursing Mothers

Legacy Academy of Excellence will provide nursing mothers reasonable unpaid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in company refrigerators. Sufficiently mark or label your milk to avoid

confusion for other staff members who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods.

You must make reasonable efforts to not disrupt School operations.

You are encouraged to discuss the length and frequency of these breaks with your Managers.

Meal and Rest Periods

Legacy Academy of Excellence strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Managers regarding procedures and schedules for rest and meal breaks. The School requests that staff members accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Managers know; in addition, notify your Managers as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Managers.

At certain times Legacy Academy of Excellence may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Legacy Academy of Excellence, the standard pay period is semimonthly for all staff members. Pay dates are the 15th of the month and the last business day of the month. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday or Sunday, you will be paid on the preceding Friday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Managers if this type of date arises.

If you are paid by commission, refer to your commission agreement.

Review your paycheck for accuracy. If you find an issue, report it to your Managers immediately.

Travel Time Pay

Some nonexempt positions within Legacy Academy of Excellence require travel. The School pays nonexempt staff members for travel time in accordance with federal and state law. For purposes of this policy, the regular workday is 7:30 am – 4:00 pm (Monday – Friday), etc..

Home to Work Travel

If you travel from home before the regular workday and return to your home at the end of the workday, you are engaged in ordinary home to work travel, which is not work time.

Home to Work on a Special One Day Assignment in Another City

If you regularly work at a fixed location in one city and you are given a special one day assignment in another city, but return home the same day, the time spent in traveling to and returning from the other city is work time, except that the School may deduct/not count that time you would normally spend commuting to the regular work site.

Travel That Is All in a Day's Work

Your time spent in travel as part of your principal activity, such as travel from job site to job site during the workday, is work time and must be counted as hours worked.

Travel Away from Home Community

Travel that keeps you away from home overnight is travel away from home. Travel away from home is clearly work time when it cuts across your workday. The time is not only hours worked on regular working days during normal working hours but also during corresponding hours on nonworking days. The School will not consider as work time that time spent in travel away from home outside of your regular working hours as a passenger on an airplane, train, boat, bus, or automobile.

Work Performed While Traveling

Any work you perform while traveling must be counted as hours worked.

Calculating and Reporting Travel Time

You are responsible for accurately tracking, calculating, and reporting your travel time. Travel time should be calculated by rounding up to the nearest quarter hour.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Legacy Academy of Excellence policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The School encourages a system of progressive discipline depending on the type of prohibited conduct. However, the School is not required to engage in progressive discipline and may discipline or terminate staff members who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Managers will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the School is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Access to Personnel and Medical Records Files

Legacy Academy of Excellence maintains separate medical records files and personnel files for all staff members. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review your personnel or medical records file, you must give the School reasonable notice. Inspection must occur in the presence of a School representative.

All requests by an outside party for information contained in your personnel file will be directed to the human resources department, which is the only department authorized to give out such information.

Benefits

Crime Victim and Witness Leave

Legacy Academy of Excellence realizes that, on occasion, you may have an obligation to participate in criminal legal proceedings either as a witness or because you, or a close family member, was victimized by a criminal act. The School provides unpaid leave to attend those proceedings under circumstances described below.

If you are required to attend a criminal proceeding, including a grand jury or juvenile proceeding, either as a witness or as a crime victim (or a close family member or representative of a crime victim), inform your Managers as soon as possible to make arrangements for a leave of absence.

The School reserves the right to require staff members to provide proof of the need to attend the criminal proceedings to the extent authorized by law.

Leave under this policy is unpaid. You may opt to use PTO in place of unpaid leave.

Any information related to your leave will be kept confidential by the School to the extent possible.

This policy does not apply to staff members seeking leave because they have committed, or are alleged to have committed, an offense against the School or an offense involving them during the course of their employment.

The School will not retaliate against staff members who request or take leave in accordance with this policy.

Jury Duty Leave

Legacy Academy of Excellence encourages staff members to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Managers as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will not be compensated for time spent on jury duty. You

may opt to use PTO in place of unpaid leave.

The School reserves the right to require staff members to provide proof of jury duty service to the extent authorized by law.

The School will not retaliate against staff members who request or take leave in accordance with this policy.

Voting Leave

If your work schedule prevents you from voting on Election Day, Legacy Academy of Excellence will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Managers, consistent with applicable legal requirements.

Safety and Loss Prevention

Workplace Smoking

Legacy Academy of Excellence is concerned about the effect that smoking and secondhand smoke inhalation can have on its staff members and clients. Smoking in the office, client areas, and restrooms is prohibited.

Custom Policies

Custom Policies

Records/Retention/Confidentiality

The orderly acquisition, storage and retention of School records and reports are essential for the overall efficient and effective operation of the School. The records commission shall consist of the Governing Authority president, Fiscal Officer and the Superintendent or head administrator.

The members of this commission may appoint necessary records official(s) to carry out the necessary work associated with the School's records. The records commission shall meet at least once annually to review the certificates of records disposal as submitted by the commission or any records official. Upon the approval of the commission, such records may be disposed of, pursuant to the following standards:

Certificate of Records Disposal

Prior to disposing any School records, the members of the Records Commission, or the records officers, if any, shall submit to the records commission a Certificate of Records Disposal ("Certificate") (Form RC-3). The submitted Certificate(s) shall list records that are eligible for disposal pursuant to the Schedule. The records commission shall meet at least once each year to review the submitted Certificates. Following approval of the Certificate(s) by the records commission, the guidelines stated below shall be adhered to.

- The records commission shall make a copy of all approved Certificates and shall maintain these copies for its records.
- The original Certificate(s) shall be forwarded to the Ohio Historical Society Network Specialist for the county in which the School is located no later than fifteen (15) days prior to the proposed disposal date. The records commission does not need to send a copy of the Certificate(s) to the State Auditor's office. The Ohio Historical Society Network Specialist shall send a copy.
- The Records Commission shall wait at least fifteen (15) days after forwarding the Certificates to the Ohio Historical Society Network Specialist before disposing of the indicated records. During this time period, the records commission may be notified that the proposed disposal is inappropriate or that the Ohio Historical Society considers some or all of the documents to have continuing historical value and wishes, therefore, to take custody of them. The Ohio Historical Society may not review or select for its custody any of the following:
 - Records containing personally identifiable information concerning any student, without the written consent of the parent, guardian, or custodial of each such student who is less than eighteen (18) years of age, or without the written consent of each student who is eighteen (18) years of age or older.
 - Records, the release of which would, according to the "Family Educational Rights and Privacy Act of 1974," 88 Sta. 571, 20 U.S.C.A. 1232g, qualify disqualify a school or other educational institution from receiving federal funds.
 - At the end of the fifteen (15) day period, any records which have not been opposed to or taken custody of may be disposed. The Fiscal Officer, serving as secretary of the records commission, shall arrange for the appropriate disposal of such documents.

E-mails and Other Correspondence

E-mails and other forms of correspondence are not considered a record. Instead, these messages should be categorized, retained, stored, and disposed of based upon the contents of each email or other form of correspondence. As suggested by the Ohio Historical Society, e-mail correspondence can be grouped into four (4) different categories:

Not an Official Record. If an e-mail or correspondence does not document the organization, functions, policies, decisions, procedures, operations, or other activities of the School, it is not considered a "record" and, therefore, may be deleted immediately. Examples of non-records include personal messages as well as publications, promotional items, and similar materials (unless it is part of a larger material that is considered a record).

Official Record of Transient Retention. If an e-mail or other correspondence serves a limited administrative value, then it shall be retained only until it no longer serves its limited administrative purpose. Examples of official records of transient retention include messages regarding upcoming meetings and messages which substitute for verbal conversation, as might otherwise occur in the hallway or on the telephone. Official records of transient retention do not discuss policy or establish guidelines.

Official Record of Intermediate Retention. Official records of intermediate retention are those records considered general or routine correspondence. Routine correspondence, includes referral letters and requests for routine information, and shall be retained for a period of six (6) months.

General correspondence, includes informative letters and memos pertaining to agency and legal interpretations, and shall be retained for a period of one (1) year.

Official Record of Long-Term Retention. Official records of long-term retention are those records which discuss policy, create rules or guidelines, or otherwise deal with significant administrative duties and responsibilities. These records shall be retained according to the Schedule as adopted by the Governing Authority.

E-Mail Storage

E-Mails may be stored in the following formats:

- on-line storage, where the e-mail is maintained in the e-mail system;
- near-line storage, where the message is stored in an electronic record-keeping system; and
- off-line storage, where the message is physically printed and stored accordingly.
- In order to assure that all necessary e-mails records are preserved, one of the following guidelines shall be adopted:
 - the individual who sends the e-mail is responsible for its retention. If an e-mail is received from outside the School, any individual who receives the e-mail is responsible for its retention.
 - a special mailbox is created, and each time an e-mail is sent, the sender shall send a carbon copy (cc) to said mailbox. The party charged with administering the mailbox, such as the compliance department, shall retain the e-mails as necessary.

Schedule of Records Retention and Disposition

The School has adopted the forms provided by the Ohio Historical Society. The Record retention forms are available on the Ohio Historical Society's website:

<http://ww2.ohiohistory.org/resource/lgr/forms.html>

Compliance with Ohio Privacy Act:

The Administrator develops and implements a comprehensive and efficient system of personnel records. The executive assistant is hereby designated as the employee directly responsible for the personnel records system. The following guidelines govern such records.

1. Personnel files contain records and information relative to compensation, payroll deductions, evaluations and such information as may be required by State or Federal law or considered pertinent by the Superintendent. Anonymous material or material from an unidentified source are not placed in a staff member's file.

2. A personnel file for each employee is accurately maintained in the District office in accordance with administrative regulations incorporating the requirements set forth under the Ohio Privacy Act for the protection of employees. Employees will be notified whenever personal information concerning them is placed in their file

3. State law requires that all public records be promptly prepared and made available for inspection to any member of the general public at all reasonable times during regular business hours. Upon request, the person directly responsible for personnel records is required to make copies available at cost, within a reasonable period of time.

4. The public has access to all records in the personnel file with the following exceptions:

A. medical records;

B. records pertaining to adoption, probation or parole proceedings;

C. trial preparation records;

D. confidential law enforcement investigatory records;

E. Social Security number and

F. records of which the release is prohibited by State or Federal law.

Additional exceptions are listed in Ohio Revised Code Section 149.43.

5. The District is required to keep reports of investigations of employee misconduct in the employee's personnel file, unless the State Superintendent of Public Instruction or his/her designee determines that the report does not warrant taking action against the employee. If the State Superintendent of Public Instruction or his/her designee determines no action is warranted, the investigation report must be moved from the employee's personnel file to a separate public file.

6. Each employee has the right, upon written request, to review the contents of his/her own personnel file. If a document is not disclosed to the employee because it is determined by a physician, psychiatrist or psychologist to be likely to have an adverse effect upon the employee, the document will be released to the designated medical authority. Requests are made to the Superintendent and scheduled for a time convenient for the parties involved.

7. Employees may make written objections to any information contained in the file. Any written objection must be signed by the staff member and becomes part of the employee's personnel file after the appeal procedure outlined in the Ohio Revised Code. The appeal procedure permits any employee who disputes the accuracy, relevance, timeliness or completeness of information maintained in his/her file to compel the District to investigate the current status of the information.

8. Personnel records should be reviewed only within the confines of the Chief Operation Office.

Records Policy

Student Records and Release of Information

Legacy Academy of Excellence maintains records of students. The School prohibits the release of personally identifiable information except as is permitted by law or by this policy manual. The Student Record File is available to the student, the Student's Parents/legal guardians, or school officials who have a legitimate purpose for accessing the File.

Access by Parents & Students:

The student's parents/guardian, or if the student is eighteen (18) years of age or older, the student himself/herself, may request to:

- *Inspect and Review Education Records.* Records requests are to be made in writing and shall be conducted within forty-five (45) days of the School's receipt of the request.
- *Challenge the accuracy of information contained in the records.* A parent or qualifying student may challenge the content of such student's education records in order to insure that the records are not inaccurate, misleading, or otherwise in violation of the privacy rights of students. The School shall provide an opportunity for the correction or deletion of any such inaccurate, misleading, or otherwise inappropriate data and to insert into such records a written explanation of the parents respecting the content of such records. Should the School decide not to amend the records, the School shall advise the requesting party of their right to a hearing regarding the request for amending the record.
- *Authorizing Release of Written Information.* Records requests by parents/guardians or eligible children are to be made in writing.

Release of Information:

The School may release "directory information" as provided under Ohio and Federal law. Directory information includes, but is not limited to, the student's name, address, telephone listing, electronic mail address, photograph, date and place of birth, major field of study, grade level, enrollment status, dates of attendance, date of graduation, sports and activities participated in, degrees; honors and awards received; most recent educational agency or institution attended, and in the case of athletic team members, the height and weight of the student. If the School chooses to issue personally identifiable information, then it must provide a proper notice.

The School may release "personally identifiable information" in certain instances. This information may be released to/for:

- *School Officials.* Teachers and other School Officials having legitimate educational interests may make access a student's records. A legitimate educational interest includes: accessing the record pertains to a task in the official's job description, contract, or other document of employment; pertains to a task relating to educating, disciplining, or providing service to the student or the student's family; or any other purpose the School deems necessary.
- *Officials in Other Schools.* Officials of other schools may have access when the student intends to enroll. Parents must be notified and given an opportunity to challenge the content of the record
- *State and Federal Officials.* State and federal officials may access a student's record for purposes of audits and law enforcement investigations.
- *Financial Aid.* Persons requesting such records in connection with the student's application for financial aid;
- *Military Recruiters.* Pursuant to Ohio and Federal Law, the School will provide student information of students in grades ten (10) through twelve (12), upon request to any recruiting officer for any branch of the United States armed forces who requests such information. Any data received by a recruiting officer shall be used solely for the purpose of providing information to students regarding military service and shall not be released to any person other than individuals within the recruiting services of the armed forces. The School will provide notice that a student's parent, guardian, or custodian may request in writing that the School not release the information to military recruiters. Upon receiving such a written notice, the School will not release the student's information.
- *Anti-Terrorism Purposes.* In certain instances, student records may be obtained by an Assistant U.S. Attorney General or higher-ranking federal official.
- *Court Orders or Subpoenas.* Student records may be produced in response to a court order or a lawfully issued subpoena.
- *Missing Children.* Information may be provided to a law enforcement officer when the officer indicates an investigation is ongoing and the student may be or is a missing child, as defined by the Revised Code.

- *Personal Knowledge.* A School Official may release information when it is obtained through the official's personal knowledge or observation and not the education record.
- *Ohio Department of Education Requests.* The School shall provide the Ohio Department of Education (ODE) with student information when (1) a testing company has notified the ODE that the student's written response to a question included threats or descriptions of harm to another person or the student's self and the information is necessary to enable the department to identify the student, (2) the ODE requests information to respond to an appeal from the School on an achievement test, or (3) to determine if the student satisfies alternative conditions for a high school diploma.
- *The School's Sponsor.* The School may provide its Sponsor with access to student or other records if agreed to and required in the School's Charter Contract with its Sponsor.
- *Health & Safety Emergency.* The School may disclose personally identifiable information to necessary parties if knowledge of the information is necessary to protect the health or safety of a student or others.

Any entity receiving personally identifiable information pursuant to a study, audit, evaluation or enforcement/compliance activity must comply with all FERPA regulations. Further, such an entity must enter into a written contract with the Board of Education delineating its responsibilities in safeguarding the disclosed information. Specifically, the entity must demonstrate the existence of a sound data security plan or data stewardship program, and must also provide assurances that the personally identifiable information will not be redisclosed without prior authorization from the Governing Authority. Further, the entity conducting the study, audit, evaluation or enforcement/compliance activity is required to destroy the disclosed information once it is no longer needed or when the timeframe for the activity has ended, as specified in its written agreement with the Board of Education.

Transfer of Records

The School shall transfer all records to another school upon being notified the student has transferred and the transferring school requests the records files.

Security of Records

To maintain the security and confidentiality of the documents, the School shall require an employee to be present when records are inspected. The School shall also maintain a record log of all persons whom access a student's records. The log must identify (1) all individuals and agencies that are granted access and (2) a statement regarding the legitimate interest in obtaining student information. The student log must be signed by employees of the School as well as non-school employees.

Sealed Records

The School shall comply with any court order regarding the sealing of a current or former student's records under R.C. 2151.357; provided, however, that the School shall retain records as permitted under R.C. 2151.357 for any student who has been permanently excluded under Sections 3301.121 and 3313.62 of the Revised Code, where those records are regarding an adjudication that the student is a delinquent child that was used as the basis for the student's permanent expulsions. Except as permitted by Sections 3301.121, 3313.662, or 2151.358 of the Revised Code, no officer or employee of the School shall release, disseminate, or otherwise make available records of a student which have been sealed pursuant to R.C. 2151.357 for any purpose involving employment, bonding, licensing, or education to any person or to any department, agency, or other instrumentality of the state or of any of its political subdivisions any information or other data concerning any arrest, taking into custody, complaint, indictment, information, trial, hearing, adjudication, or correctional supervision.

Confidential & Public Records

With reasonable notice, the School will allow any person to inspect the School's public records. Inspections are to be conducted during the office's regular business hours and in the presence of

an employee or representative of the School. Original records may not be removed unless authorized. The record request will be approved or denied by the Compliance Director.

Public Record is defined to be consistent with Ohio Revised Code 149.43. The School shall treat as confidential all records from state agencies that are treated as confidential. The information shall be held as confidential unless directed by law or court.

ORC. 3319.321, 2151.357, 3301.121, 3313.662, 2151.356

Positive Behavior Intervention Supports, Restraint, Seclusion, and Prohibited Practices

The School shall make every effort to prevent the need for the use of Restraint and/or Seclusion. Restraint and/or Seclusion shall not be used, except when there is an immediate risk of physical harm to the students or others, and shall only occur in a manner that complies with this policy and protects the safety of all children and adults at the School. Every use of Restraint and/or Seclusion shall be documented and reported.

Positive Behavior Intervention and Supports

To greatly reduce, or in most cases eliminate, the need to use Restraint and/or Seclusion, the School shall implement an evidence-based system of Positive Behavioral Intervention and Supports (PBIS System). The PBIS System shall encompass a wide range of systemic and individualized positive strategies to reinforce desired behaviors, diminish reoccurrences of challenging behaviors, and teach appropriate behaviors. The PBIS System applies to all students, staff and settings.

The PBIS System shall include:

- Trained school staff to identify conditions such where, under what conditions, with whom and why specific inappropriate behavior may occur;
- Preventative assessments, which should include: a review of existing data, interviews with parents; family members; and students, examination of previous, and existing behavioral intervention plans;
- Using the above data, the School shall develop and implement preventative behavioral interventions and teach appropriate behavior.
- A system that will support students' efforts to manage their own behavior, implement instructing techniques in how to self-manage behavior and decrease the development of new problem behaviors, decrease the development of new problem behaviors, prevent worsening of existing problem behavior, redesign learning/teaching environments to eliminate triggers and maintainers of problem behaviors; and
- Family involvement.

Restraint

The only type of restraint permitted is Physical Restraint, and any use of Physical Restraint must comply with this Policy.

Physical Restraint is defined as the use of physical contact that immobilizes or reduces the ability of a student to move his/her arms, legs, body, or head freely. Physical Restraint does not include—and this Policy does not apply to—brief, but necessary physical contact used to break up a fight, to knock a weapon away, to calm or comfort, to assist a student in completing a task where the student does not resist the contact, or to prevent an impulsive behavior threatening the student's behavior.

Physical Restraint may only be used:

- when there is an immediate risk of physical harm to the student or others and no other safe and effective intervention is possible, but in no circumstances may not be used for punishment or

discipline or as a substitute for other less restrictive means of assisting a student in regaining control;

- in a manner that is age and developmentally appropriate;
- by Student Personnel who are trained in safe restraint techniques, except in the case of unavoidable emergency situations when trained personnel are not immediately available; and
- by Student Personnel in accordance with Ohio law
- *Procedure for using Physical Restraint.* If Student Personnel use Physical Restraint, Student Personnel must:
 - be appropriately-trained to protect the care, welfare, dignity, and safety of the student;
 - continually observe the student in restraint for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
 - use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
 - remove the student from physical restraint immediately when the immediate risk of physical harm to self or others has dissipated;
 - conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
 - complete all required reports and document staff's observations of the student.

Prohibited forms of restraint. The School prohibits the following forms of restraint under all circumstances, including emergency safety situations:

- "Prone Restraint" or a physical or mechanical restraint while the student is in the face down position.
- physical restraints that obstruct the airway of a student.
- physical restraints that interfere with a student's primary mode of communication.
- any restraint that unduly risks serious harm or needless pain to the student. This includes intentionally, knowingly, or recklessly using any of the following techniques:
 - uses any method that is capable of causing loss of consciousness or harm to the neck or restricting respiration in any way;
 - pins down with knees to torso, head and/or neck;
 - includes using pressure points, pain compliance, and joint manipulation techniques;
 - drags or lifts of the student by the hair or ear;
 - uses other students or untrained staff to assist with the hold or restraint; or
 - secures a student to another student or to a fixed object.
- restraint of preschool children in violation of paragraph (D) of rule 3301-37-10 of the Administrative code.
- "Mechanical Restraint" or any method that restricts a student's freedom of movement, physical activity, or normal use of the body, using an appliance or device manufactured for this purpose. This does not mean devices used for the specific and approved therapeutic or safety purpose for which such device were designed including: restraints for medical immobilization, adaptive devices or mechanical supports to allow for greater freedom of mobility, and vehicle safety restraints when used as intended during the transport of a student.
- "Chemical Restraint" or any drug or medication used to control a student's behavior or restrict freedom of movement. This does not include drugs or medications prescribed by a qualified health professional for standard treatment of the student's medical or psychiatric condition. This also does not include drugs or medications administered as prescribed the qualified health professional acting under the scope of Ohio law.

Seclusion

Student Personnel may only use seclusion in accordance with this Policy.

Seclusion is defined as the involuntary isolation of a student in a room, enclosure or space from which the student is prohibited from leaving by physical restraint, closed door, or other physical barrier. Seclusion is a last resort, safety intervention that provides an opportunity for the student to regain self-control.

Seclusion may be used only:

- if a student's behavior poses an immediate risk of physical harm to the student or others and no other safe or effective intervention is available;
- as a last resort to provide an opportunity for the student to regain control of his or her actions; and
- in a room or area that is (1) not locked and (2) provides for adequate space, lighting, ventilation, clear visibility, and the student's safety.

Seclusion shall not be used:

- for the convenience of staff;
- as a substitute for an educational program;
- as a form of discipline/punishment;
- as a substitute for less restrictive alternatives, inadequate staff, staff training in positive behavior supports and crisis prevention or intervention; or
- as a means to coerce, retaliate, or in a manner that endangers a student.

Procedure for using Seclusion. If Student Personnel use seclusion, Student Personnel must:

- continually observe the student in seclusion for indications of physical or mental distress and seek immediate medical assistance if there is a concern;
- use verbal strategies and research based de-escalation techniques in an effort to help the student regain control;
- remove the student from seclusion when the immediate risk of physical harm to self or others has dissipated;
- conduct a de-briefing including all involved staff to evaluate the trigger for the incident, staff response, and methods to address the student's behavioral needs; and
- complete all required reports and document staff's observations of the student.

Additional Prohibited Practices

The School prohibits the following practices under any circumstances:

- *corporal punishment*;
- *child endangerment*, as defined in R.C. 2919.22;
- *deprivation of basic needs*; and
- *Aversive Behavioral Interventions*. Aversive Behavioral Intervention is defined as any interventions that are intended to induce pain or discomfort to a student for the purpose of eliminating or reducing maladaptive behaviors. This is defined to include applications of noxious, painful and/or intrusive stimuli, including any form of noxious, painful or intrusive spray, inhalants or tastes.

Reporting Restraint and/or Seclusion

Each use of Restraint and/or Seclusion shall be documented in writing and reported immediately to the building administration and the parent(s).

Additionally, the use of Restraint and/or Seclusion shall be documented in a written report. A copy of the written report shall be made available to the parent or guardian within twenty-four (24) hours of the use of Restraint and/or Seclusion. The School shall maintain a copy of the report in the student's file. These reports are educational records subject to the Family Educational Right to Privacy Act (FERPA). Pursuant to FERPA, the School is prohibited from releasing any personally identifiable information to anyone other than the parent.

The School shall report information concerning its use of restraint and seclusion annually to the Ohio Department of Education.

Repeated Dangerous Behavior

If a student repeatedly engages in dangerous behavior that leads to instances of restraint and/or seclusion, the School shall conduct a functional behavioral assessment to identify the student's needs and more effective ways of addressing those needs. If necessary, this functional behavioral assessment should be followed by a behavioral intervention plan that incorporates appropriate positive behavioral interventions.

School District Monitoring and Complaint Procedures

Monitoring Procedure. To ensure this Policy is implemented, the School shall establish a monitoring procedure.

Complaint Procedure. The School shall also adopt a complaint procedure. The Complaint procedure shall be developed as follows:

- A parent may present written complaints to the Head Administrator to initiate a complaint investigation by the School regarding an incident of restraint and/or seclusion
- The School will respond to the Complaint within thirty days of the complaint's filing.

Availability of IDEA Complaint Process for Students with Disabilities

The Parent of a student with disability may choose to file a complaint with the Ohio Department of Education, Office for Exceptional Children (the "Office"), in accordance with the complaint procedures available concerning students disabilities. Complaints alleging injuries to a student with a disability or the use of restraints and/or seclusion shall not be deemed insufficient on the face if they are framed within the context of IDEA, including:

- a pattern of challenging behaviors that are related to the student's disability;
- whether the student has had or should have a functional behavioral assessment (FBA) or a positive behavior support plan (PBSP);
- whether the FBA and the PBSP are appropriate
- whether the student's behavior and interventions are addressed or should have been addressed in the IEP; and
- whether staff has been sufficiently trained in de-escalation and restraint techniques.

Training and Professional Development

The School shall train its staff in accordance with this Policy. The training shall include the following components:

- All student personnel shall be trained annually on the requirements of this Policy, O.A.C. 3301-35-15, and the School's policies and procedures regarding restraint and seclusion. Student Personnel include teachers, principals, counselors, social workers, school resource officers, teacher's aids, psychologists, bus drivers, or other School staff who interact directly with students.
- At least two staff members will be trained in crisis management and de-escalation techniques, and that their training is kept current in accordance with the requirements of the provider of the training.

Disseminating this Policy

This Policy shall be made available to parents annually.

Ohio: O.A.C. 3301-35-15; Governor's Executive Order 2009-135; Ohio Department of Education Policy on Positive Behavior Interventions and Support, Restraint, and Seclusion (January 2013).

Bullying and Other Forms of Aggressive Behavior

The Governing Authority (Board) of Legacy Academy of Excellence is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students. The Board encourages the promotion of positive interpersonal relations between members of the school community.

Harassment, intimidation, or bullying toward a student, whether by other students, staff, or third parties is strictly prohibited and will not be tolerated. This prohibition includes aggressive behavior, physical, verbal, and psychological abuse, and violence within a dating relationship. The Board will not tolerate any gestures, comments, threats, or actions which cause or threaten to cause bodily harm or personal degradation. This policy applies to all activities in the District, including activities on school property, or while enroute to or from school, and those occurring off school property if the student or employee is at any school-sponsored, school-approved or school-related activity or function, such as field trips or athletic events where students are under the school's control, in a school vehicle, or where an employee is engaged in school business.

This policy has been developed in consultation with parents, school employees, volunteers, students, and community members the State Board of Education's Model Policy.

Harassment, intimidation, or bullying means:

1. Any intentional written, verbal, electronic, or physical act that a student or group of students exhibits toward another particular student(s) more than once and the behavior both causes mental or physical harm to the other student(s) and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s); or
2. Violence within a dating relationship.

"Electronic act" means an act committed through the use of a cellular telephone, computer, pager, personal communication device, or other electronic communication device.

Aggressive behavior is defined as inappropriate conduct that is repeated enough, or serious enough, to negatively impact a student's educational, physical, or emotional well being. This type of behavior is a form of intimidation and harassment, although it need not be based on any of the legally protected characteristics, such as sex, race, color, national origin, marital status, or disability. It would include, but not be limited to, such behaviors as stalking, bullying/cyberbullying, intimidating, menacing, coercion, name-calling, taunting, making threats, and hazing.

Harassment, intimidation, or bullying also means cyberbullying through electronically transmitted acts (i.e., internet, e-mail, cellular telephone, personal digital assistance (PDA), or

wireless hand-held device) that a student(s) or a group of students exhibits toward another particular student(s) more than once and the behavior both causes mental and physical harm to the other student and is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student(s).

Any student or student's parent/guardian who believes s/he has been or is the victim of harassment, intimidation, or bullying should immediately report the situation to the building principal or assistant principal, or the Superintendent. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate administrator or Board official. Complaints against the building principal should be filed with the Superintendent. Complaints against the Superintendent should be filed with the Board President. All reports are confidential and private. Students and families may also contact (800) 421-3481, National toll-free hotline.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be harassment, intimidation, or bullying directed toward a student. Reports may be made to those identified

above.

All complaints about harassment, intimidation, or bullying that may violate this policy shall be promptly investigated. The building principal or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of fact, a determination of whether acts of harassment, intimidation, and/or bullying were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action shall be included in the report. Where appropriate, written witness statements shall be attached to the report.

If the investigation finds an instance of harassment, intimidation, and/or bullying/cyberbullying by an electronic act or otherwise, has occurred, it will result in prompt and appropriate remedial and/or disciplinary action. This may include suspension or up to expulsion for students, up to discharge for employees, exclusion for parents, guests, volunteers, and contractors, and removal from any official position and/or a request to resign for Board members. Individuals may also be referred to law enforcement officials.

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of harassment, intimidation, or bullying is prohibited and will not be tolerated. Such retaliation shall be considered a serious violation of Board policy and independent of whether a complaint is substantiated. Suspected retaliation should be reported in the same manner as harassment, intimidation, or bullying. Retaliation may result in disciplinary action as indicated above.

Deliberately making false reports about harassment, intimidation, bullying and/or other aggressive behavior for the purpose of getting someone in trouble is similarly prohibited and will not be tolerated. Deliberately making false reports may result in disciplinary action as indicated above.

If a student or other individual believes there has been harassment, intimidation, bullying, regardless of whether it fits a particular definition, s/he should report it and allow the administration to determine the appropriate course of action.

The District shall implement intervention strategies (AG 5517.01) to protect a victim or other person from new or additional harassment, intimidation, or bullying and from retaliation following such a report.

This policy shall not be interpreted to infringe upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by State or Federal law).

The complainant shall be notified of the findings of the investigation, and as appropriate, that remedial action has been taken. If after investigation, acts of bullying against a specific student are verified, the building principal or appropriate administrator shall notify the custodial parent/guardian of the victim of such finding. In providing such notification care shall be taken to respect the statutory privacy rights of the perpetrator of such harassment, intimidation, and/or bullying.

If after investigation, act of harassment, intimidate, and/or bullying by a specific student are verified, the building principal or appropriate administrator shall notify in writing the custodial parent/guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.

Complaints

Students and/or their parents/guardians may file reports regarding suspected harassment, intimidation, or bullying. Such reports shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the building principal for review, investigation, and

action.

Students, parents/guardians, and school personnel may make informal or anonymous complaints of conduct that they consider to be harassment, intimidation, and/or bullying by verbal report to a teacher, school administrator, or other school personnel. Such complaints shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected harassment, intimidation, and/or bullying, and the names of any potential student or staff witnesses. A school staff member or administrator who receives an informal or anonymous complaint shall promptly document the complaint in writing, including the information provided. This written report shall be promptly forwarded by the school staff

member and/or administrator to the building principal for review, investigation, and appropriate action.

Individuals who make informal complaints as provided above may request that their name be maintained in confidence by the school staff member(s) and administrator(s) who receive the complaint. Anonymous complaints shall be reviewed and reasonable action shall be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint, and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of harassment, intimidation, and/or bullying.

When an individual making an informal complaint has requested anonymity, the investigation of such complaint shall be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint subject to receipt of further information and/or the withdrawal by the complaining student of the condition that his/her report be anonymous.

Privacy/Confidentiality

The School District will respect the privacy of the complainant, the individual(s) against who the complaint is filed, and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

Reporting Requirement

At least annually, the School Director shall provide to the President of the Board a written summary of all reported incidents and post the summary on the District web site (if one exists). The list shall be limited to the number of verified acts of harassment, intimidation, and/or bullying, whether in the classroom, on school property, to and from school, or at school-sponsored events.

Allegations of criminal misconduct and suspected child abuse will be reported to the appropriate law enforcement agency and/or to Child Protective Services in accordance with statute. District personnel shall cooperate with investigations by such agencies.

Immunity

A School District employee, student, or volunteer shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy and R.C. 3313.666 if that person reports an incident of harassment, intimidation, and/or bullying promptly, in good faith, and in compliance with the procedures specified in this policy. Such immunity from liability shall not apply to an employee, student, or volunteer determined to have made an intentionally false report about harassment, intimidation, and/or bullying.

Notification

Notice of this policy will be annually circulated to and posted in conspicuous location in school building and discussed with students, as well as incorporated into the teacher, student, and parent/guardian handbooks. At least once each year a written statement describing the policy and consequences for violations of the policy shall be sent to each student's custodial parent or guardian.

The policy and an explanation of the seriousness of bullying by electronic means shall be made available to students in the District and to their custodial parents or guardians.

State and Federal rights posters on discrimination and harassment shall also be posted at each building. All new hires will be required to review and sign off on this policy and the related complaint procedures.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of harassment, intimidation, or bullying and violence within a dating relationship. The Superintendent or designee shall provide appropriate training to all members of the School District community related to the implementation of this policy and its accompanying administrative guidelines. All training regarding the Board's policy and administrative guidelines and harassment, intimidation, or bullying in general, will be age and content appropriate.

Annually, the District shall provide all students enrolled in the District with age-appropriate instruction regarding the Board's policy, including a written or verbal discussion of the consequences for violations of the policy to the extent that State or Federal funds are appropriated for this purpose.

All students shall receive age-appropriate instruction in dating violence prevention education, including instruction in recognizing dating violence warning signs and characteristics of healthy relationships. Parents, who submit a written request to the building principal to examine the dating violence prevention instruction materials used in the school, will be afforded an opportunity to review the materials within a reasonable period of time.

The District shall provide training, workshops, and/or courses on this policy for school employees and volunteers who have direct contact with students, to the extent that State or Federal funds are appropriated for these purposes. Time spent by school staff in these training programs shall apply toward mandated continuing education requirements.

The School Director shall include a review of this policy on bullying and other forms of harassment in the required training in the prevention of child abuse, violence, and substance abuse and the promotion of positive youth development.

The School Director shall develop administrative guidelines to implement this policy. Guidelines shall include reporting and investigative procedures, as needed. The complaint procedure established by the Superintendent shall be followed.

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Legacy Academy of Excellence Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the School has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the human resources department. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or affect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA). This handbook is not intended to violate any local, state, or federal law. No provision or policy applies or will be enforced if it conflicts with or is superseded by any requirement or prohibition contained in federal, state, or local law, or regulation. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to, or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission (EEOC), National Labor Relations Board (NLRB), Securities and Exchange Commission (SEC), or any other federal, state, or local agency charged with the enforcement of any laws.

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Legacy Academy of Excellence.

If I have any questions about the content or interpretation of this handbook, I will contact Michelle Mahdi.

Signature

Date

Print Name