



INGENUITYPREP

Employee Policy Manual

Ingenuity Prep Public Charter School

2019-20 School Year

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1. Introduction

The Ingenuity Prep Public Charter School Employee Policy Manual was developed to outline the policies, programs, and benefits available to eligible employees. We expect each employee to read this Manual carefully as it is a valuable reference for understanding your job and Ingenuity Prep. This Manual supersedes all previously issued Employee Policy Manuals and inconsistent verbal or written policy statements. The Board of Trustees of Ingenuity Prep Public Charter School reserves the right to change, discontinue, correct, modify or revoke any of the following policies at any time.

Employment with Ingenuity Prep is at-will. This means that employment may be terminated at any time, for any reason, with or without cause or notice by you or by Ingenuity Prep. Nothing in this Manual or any oral statement shall limit the right to terminate employment at will. This employment policy is the sole and entire agreement between you and Ingenuity Prep as to the duration of employment and the circumstances under which employment may be terminated.

Furthermore, nothing in this Manual prohibits an employee from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct the employee believes violates any laws or regulations.

2. Staff Qualifications and Expectations

2.1 General Policy

All employees shall demonstrate a strong commitment to the mission, philosophy and educational approach of the school through their interactions with students, parents and co-workers. All teachers are required to be Highly Qualified in accordance with rules promulgated by the Office of the State Superintendent of Education. Other staff members may be required to have specific degrees or certifications or equivalent work experience, and such requirements will be articulated in the offer letters and the job descriptions.

2.2 Confidentiality

Employees shall not discuss or disclose information concerning Ingenuity Prep's budget or any individual student or his/her parents by name without the parent(s)' permission with any person who is not employed by the school or a member of the Board of Trustees. Except as provided in Section 2.12, concerns about any student's health, safety or welfare should be raised directly with the student's parents or guardian and/or the CEO. Employees who have regular access to information regarding the wages of other employees in the course of the employee's work, such as a Human Resources and Payroll, are prohibited from sharing such information, unless the disclosure is in furtherance of or response to an investigation, action, or hearing.

Nothing in this Employee Manual prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing confidential information which the employee acquired through lawful means in the course of their employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law, the Department of Labor, or any other appropriate government authority. To the extent an employee discloses any confidential information in connection with communicating with a governmental authority, the employee will honor the other confidentiality obligations in this Employee Manual and will only share such confidential information with their attorney, or with the government agency or entity. Nothing in this Employee Manual shall be construed to permit or condone unlawful conduct, including but not limited to the theft or misappropriation of School property, trade secrets or information.

2.3 External Communications

To ensure the quality and consistency of school information disseminated to media sources, all media inquiries are to be handled by the CEO or their designee, regardless of who the media representative is, whom they represent, or how innocuous the request. Similarly, all press releases and other school publications are to be approved by the CEO or their designee prior to dissemination. Employees may not suggest that they speak for Ingenuity Prep, unless expressly authorized by the CEO or their designee.

Employees cannot be precluded from speaking with members of the media on matters of public interest, but if they do so, they must expressly state that they are speaking only for themselves and not as a representative of Ingenuity Prep.

2.4 Punctuality

Regular attendance and punctuality is imperative to the smooth operation of the School and a pattern of

tardiness or chronic absenteeism may lead to discipline, including termination.

Employees are encouraged to provide as much advance notice as possible of the need to take time off from work or to report to work after their scheduled start time. The School recognizes that unforeseen circumstances may make it impossible to provide adequate advance notice. In those situations, employees must follow these procedures for any absence with less than 72 hours notice:

- Contact your manager, indirect manager, and the Director of Operations – Any employee who is unexpectedly unable to report for work on time for any portion of the day must make every effort to contact school administrators and their supervisor’s cell phone by 6:30 a.m. before the start of the scheduled workday. Employees should send a text message to their supervisor and principal (if they are on an Academy Team). Calls to the front office or supervisor’s work voicemail, instant messages, and email messages are not acceptable forms of notification unless otherwise approved by the supervisor. If extenuating circumstances prevent the employee from contacting the supervisor personally, their spouse, significant other or another responsible person should contact the supervisor.
- Upon returning to work after an unscheduled leave, the employee must document the absence through ADP within 24 hours.

If an employee fails to report to work without proper notification to their supervisor, the School may consider that employee to have abandoned his/her employment and has voluntarily terminated their employment, unless the absence or tardiness relates to a condition covered under the federal or DC Family and Medical Leave Act, the DC Accrued Sick & Safe Leave Act or any other legally protected leave or the employee is exercising a right under the National Labor Relations Act. In such cases where an employee voluntarily terminates employment, the School will provide notice to the employee that their employment has terminated. However, Ingenuity Prep will never subject an employee to disciplinary action or retaliation for an absence or tardy that is legally protected. If the employee believes that their absence or tardiness is legally protected, the employee must provide their supervisor enough information that the supervisor can make a determination at the time of the absence or tardiness.

If an employee demonstrates a pattern of tardiness, even if they have notified their supervisors according to the guidelines above, they will be subject to discipline:

- If an employee is late (without a prior submitted leave request) two times in a four week period, they will receive a verbal warning.
- If an employee is late (without a prior submitted leave request) three times in a four week period, they will receive a written warning.
- If an employee is late four times in a four week period or five times within a semester, they will be placed on a performance improvement plan.

If the employee believes that their absence or tardiness is legally protected, the employee must provide their supervisor enough information that the supervisor can make a determination at the time of the absence or tardiness.

Also note that any arrival more than 15 minutes past an employee’s start time must be documented as leave time in ADP.

2.5 Business Dress Code

As a school team, it’s important that we present as a unified group for our families and students. Our dress code

provides guidelines around how our clothes can help ensure we look like the unified group we are. Additionally, the way we dress is a symbol of respect for our students and families.

Employees who do not comply with the dress code guidelines, listed below, will be notified immediately. A second violation will result in a written warning. A third violation will result in the employee being asked to return home to change into appropriate attire. Travel time will be unpaid. An employee who violates the dress code guidelines also may be subject to further discipline.

- *Shirts and Blouses, Monday through Thursday:*
 - Mondays through Thursdays: Short-sleeved and long-sleeved shirts with regular and banded collars. Sleeveless shirts are appropriate as long as the top is a full top (e.g not a tank top).
 - Fridays: T-shirts and sweatshirts with the Ingenuity Prep logo, university or college logos, or civic leadership messages are acceptable.
 - Not acceptable: Tank tops, tops with spaghetti straps, shirts that allow for visible bra straps, cropped shirts, ripped tops of any kind.
- *Pants*
 - Mondays through Thursdays: Trousers, slacks or Capri pants (below the knee).
 - Fridays: Jeans are acceptable.
 - Not Acceptable: Shorts, sweat pants, yoga pants, ripped pants of any kind.
- *Footwear*
 - Acceptable: Any closed-toe, athletic/tennis, business or dress shoe is acceptable.
 - Not Acceptable: Open-toe shoes or hiking boots.
- *Skirts and Dresses*
 - Acceptable: Casual dresses, jumpers, skirts are appropriate.
 - Not Acceptable: Any dress in which underwear is visible at any time.
- *Hats.*
 - Not Acceptable: Baseball cap.
- *Exceptions.*

Individual staff members, due to the nature of their job responsibilities, may be permitted to certain exceptions of the dress code at the discretion of the CEO or Chief Operating Officer. Exceptions to the business dress code may be recognized, as designated by the CEO or Chief Operating Officer. Business dress is expected when leading field trips unless the activity on those days requires more active clothing, such as jeans, hiking boots, or modest athletic clothing in which case special exception may be designated by the CEO or Chief Operating Officer. If an employee has a disability or a sincerely held religious belief that requires an exception to the grooming or appearance rules set forth in the above policy, Ingenuity Prep will provide reasonable accommodations in accordance with applicable law.

This does not represent an exhaustive list of all items that are non-acceptable. Ingenuity Prep leadership reserves the right to make determinations about the appropriateness of a staff member's attire at any point and require corrective action.

2.6 Personal Business

When supervising students, using cell phones for personal business, listening to music players or other electronic device, or checking personal email accounts is not permitted. During an employee's work hours, when not supervising students, employees should minimize these behaviors to model productive behavior for students, be available to colleagues, and fulfill professional responsibilities. If an employee must use a cell phone for personal

business during the employee's regular work hours, they should find a location out of the public space. In addition, cell phones should be on vibrate only and should not be worn as an earpiece for longer than the duration of the call. If an employee finds using a music player or other electronic device helps their productivity when working alone, they are asked to find a location out of the public space and use headphones.

2.7 Performance of Duties

Employees are responsible for performing the duties outlined in their job description. Failure to perform all duties may be a basis for discipline, including termination of employment.

In addition, all duties must be performed in accordance with Ingenuity Prep policies and procedures. This includes acting with professionalism and in accordance with the Core Values and mission of Ingenuity Prep in any forum in which you may interact with students or families (e.g. personal communication, email correspondence, social media accessible to families or students, etc.)

2.8 Other Duties as Assigned

Teachers are required to participate in activities directly related to their classroom duties that may be held outside of normal school hours. These duties may include family-teacher conferences, in-service sessions, staff meetings, and information seminars for family, prospective families or others. Teachers may also be required to participate in duties unrelated to their classroom duties, including but not limited to monitoring students outside of the classroom or the building, conducting home visits, assisting in the maintenance of the school and its resources and coordinating extracurricular activities. All employees are encouraged to attend school functions and events. Other staff may also have other duties as assigned.

2.9 Continuing Education

All employees are expected to keep current their professional training and knowledge through ongoing professional development. The CEO or an employee's supervisor will work with staff to develop personal professional development plans consistent with Section 3.2. Activities may include attending workshops, taking courses, observing other classrooms and other schools, self-study, classroom research, and participation in professional organizations, including attending conferences.

The school may fully or partially reimburse employees for coursework, seminars or workshops related to professional development goals if included in the school's annual budget. The CEO or Chief Operating Officer must approve any such professional development in advance. After attending approved professional development activities, employees are required to submit documentation of completed coursework and proof of attendance in order to be reimbursed.

2.10 Background Check

Prior to the commencement of employment, all new employees, substitute teachers, interns and volunteers must successfully complete a background check. In addition, all new employees must execute a release authorizing Ingenuity Prep or its agent to conduct background checks on an ongoing basis. The Chief Operating Officer will maintain background reports in a secured confidential file separate from personnel files.

Additionally, Ingenuity Prep employees must report any criminal charges and criminal convictions they receive while employed by Ingenuity Prep. For this purpose, "criminal conviction" means all criminal convictions and pleas that are acknowledgements of criminal responsibility, including but not limited to prayers for judgment

that occur on or after the effective date of this policy, registration as a convicted sex offender with any governmental authority as a result of any prior conviction for a sex offense, and/or any convictions or pleas that are acknowledgments of criminal responsibility subject to the jurisdiction of a military court.

Convictions or charges for routine traffic-related infractions (e.g., speeding, unsafe movement, improper equipment) are not required to be reported under this policy unless driving is a required part of the employee's regularly assigned job duties. In these circumstances, the employee must report any traffic-related conviction under the provisions of this policy.

Employees and affiliates covered by this policy are required to report criminal charges and convictions as outlined in this policy within two business days. Failure to do so may result in termination.

2.11 Mandated Reporting of Child Abuse

The District of Columbia requires that all school employees, who know or have reasonable cause to suspect that a child known to him or her in their professional or official capacity has been or is in immediate danger of being mentally or physically abused or neglected, immediately report or have a report made of such knowledge or suspicion to either the Metropolitan Police Department of the District of Columbia or the Children and Family Services Agency. Every Ingenuity Prep employee must complete the DC Mandated Reporter certification annually. This certification is done online (<https://dc.mandatedreporter.org/>) and is required of all new employees prior to beginning work.

In the event that an Ingenuity Prep employee suspects that another staff member is abusing a child, they should alert the Chief Talent Officer of the suspicions in addition to following the established protocols for reporting abuse to the appropriate authorities as outlined above.

2.12 Employment Verification

Ingenuity Prep Public Charter School will comply with the Immigration Reform and Control Act (IRCA), which requires employers to verify that all newly hired employees are authorized to work in the United States. Pursuant to the IRCA requirements, all new employees must complete Section 1 of the I-9 form by the first day of employment. In addition, within three business days after the employee begins work, they must present either a List A, or a List B and a List C document (appropriate List A, B and C documents appear on the back of the I-9 form) verifying their identity and employment eligibility. Employees who have indicated in Section 1 that they are already eligible to work in the United States, but the document has been lost, stolen or damaged may present an appropriate document receipt, which will allow them to work for up to 90 days. At the expiration of the 90-day period, those employees must present the actual replacement document(s) in order to continue working.

3. Personnel Development and Evaluation

We are committed to students reaching a high level of student achievement, and we expect each employee to perform at the highest levels. To that end, we have implemented the following procedures:

3.1 Confidential Personnel File

The school shall maintain a confidential personnel file for each employee. The personnel file shall be maintained by the Chief Operating Officer and shall be accessible to only the employee, CEO, Chief Operating Officer, the Chief Talent Officer, the employee's supervisor, or appropriate designee of the CEO. The Board of Trustees may have access to the file to resolve an internal complaint brought by the employee. The Board of Trustees shall maintain and have full access to the personnel file of the CEO. Ingenuity Prep will cooperate with – and provide access to an employee's personnel file to – law enforcement officials or local, state, or federal agencies in accordance with applicable law, and in response to a lawful subpoena or court order.

3.2 Professional Development

With a clear vision outlined in the teaching framework and focused goals following from that framework, the school will offer a range of professional development experiences aligned to those goals.

Summer Institute. Over the course of the week and a half prior to the start of every year, the school will host its Summer Institute. This time will be devoted to the following:

- team-building
- professional development on school-wide goals
- data analysis from the previous year's summative assessments
-
- classroom preparation

Weekly Preparation & Planning Time. The expected teacher workday will run from 7:30 a.m. to 4:00 p.m. Mondays through Fridays. On these days, teachers will have independent and team-based preparation and planning. During this time, a teacher may, for example, evaluate exit tickets from the day's lesson, write lesson plans for the following week, and collaborate with a grade-level colleague on an intervention strategy for a struggling student. School leadership at Ingenuity Prep aims to set teachers up to accomplish most to all of their planning and preparation within their expected work day hours, allowing teachers to leave at the end of the day free from professional responsibilities. Teachers at Ingenuity Prep will see and hear school leadership value work-life balance and emotional health.

Weekly Individual Coaching Sessions. On a regular basis, each teacher will meet with a member of the school's instructional leadership team for at least 30 minutes for an individual coaching session. During this time, the coach will follow a protocol addressing one of the following:

- analyzing student work and student performance data
- debriefing the week's observations
- supporting planning for the coming weeks

Full-Day Professional Development. On pre-selected days throughout the school year, classes will be cancelled for students and teachers will engage in a full day of professional development. During this time, the staff may

review data for and reflect on the effectiveness of the prior term's re-teaching and intervention efforts; engage in guided planning; collaborate with team members; and receive whole staff and differentiated professional development.

External Expertise. In addition to the professional development opportunities outlined above, where the school finds outstanding expertise externally, it will seek to leverage that expertise. The following provides a few potential examples:

- model school/classroom visits
- school-year conferences
- external summer professional development opportunities

3.3 Observation and Feedback

The school will utilize several strategies for monitoring progress towards its professional development goals, including the following:

Instructional Leadership Observation. Instructional leadership will regularly gather data from plans and classroom observations to gauge the effectiveness of coaching and professional development and the extent to which the school is meeting its professional development goals. This data will be tracked, analyzed, and discussed at leadership team meetings.

Teacher Feedback. The school will employ a variety of systems for gathering teacher feedback on professional development, including:

- Regular surveys on professional development and feedback.
- Conversations with teachers.

3.4 Evaluations

As compared with other traditional performance management systems in which staff members' evaluations are based primarily on several designated evaluation times, Ingenuity Prep staff members will be evaluated on an ongoing basis across the full year. Staff members will, correspondingly, receive feedback on an ongoing basis on their performance against established benchmarks. Two times per year, staff members will have formal evaluation conversations with their direct manager.

If a manager has significant concerns about the effectiveness of a staff member during the year, the supervisor will meet with the staff member to discuss performance expectations, highlight problem areas, and develop an improvement plan. Ingenuity Prep may choose a different means to address a performance issue.

4. Purchasing Policy

4.1 Purchases from School Funds

All staff must follow stated procedures for purchasing materials, services, and supplies. Staff members with Class Wallet accounts must follow the guidelines for use of those funds appropriately; other staff members must have authorization from the CEO or Chief Operating Officer to make a purchase for the school. Staff members approved to carry a school credit card must sign the authorization form agreeing to only make school-related purchases and submit all receipts monthly for justified purchases. Staff members must work proactively with the Chief Operating Officer, or their designee, to ensure timely ordering, proper payment and/or prompt reimbursement. All materials and supplies purchased with school funds are the property of Ingenuity Prep.

Staff are prohibited from purchasing alcohol with school funds, unless explicitly approved by the CEO or Chief Operating Officer.

4.2 Discretionary Funds

Staff may be granted discretionary funds as part of the school's annual budget. Staff will be expected to plan their expenditures for the school year with guidance from their supervisor, make purchases in accordance with the stated procedures, and monitor the current balance in the budget. All materials and supplies purchased with discretionary funds are the property of Ingenuity Prep.

4.3 Reimbursement for school-related purchases

In the event that a staff member uses personal funds for school-related with the expectation of being reimbursed by the school, Staff members must have authorization from the CEO or Chief Operating Officer prior to making the purchase. To receive reimbursement for approved purchases, staff members must complete a reimbursement request form and submit the form along with original receipts. Reimbursement requests must be submitted within 60 days of the date of purchase or reimbursement will not be processed. Staff members should generally expect to receive reimbursement within 30 days of submission of all materials. All materials and supplies purchased and reimbursed are the property of Ingenuity Prep.

5. Dismissal, Discipline, and Termination

5.1 General Policy

Ingenuity Prep is an at-will employer and retains the right to dismiss employees for any reason or no reason. Employees may be subject to discipline for, but not limited to, a violation of Ingenuity Prep's policies and/or procedures, failure to fulfill the requirements set forth in an individual's offer letter, and any other conduct which an employee should reasonably expect would result in disciplinary action. With the exception of offenses that may result in immediate termination, whenever possible, employees may be provided with notice of areas of improvement and afforded the opportunity to cure before being discharged. The primary goal of any disciplinary action, excluding termination, will be to gain an understanding of the reason for the discipline and to gain a commitment from the employee that future rule violations will not occur and that future performance will be acceptable.

5.2 Grounds for Immediate Termination

Employees are required to act professionally while present on the School's premises or while representing the School. There are some offenses that may result in immediate termination. These offenses include, but are not limited to the following:

- Drinking or being under the influence of alcohol at any time while on Ingenuity Prep's premises;
- Being under the influence of a controlled substance at any time while on Ingenuity Prep Public Charter School's premises or while representing Ingenuity Prep off of the premises;
- Unlawful possession of a controlled substance or using a controlled substance at any time while on the Ingenuity Prep Public Charter School's premises or representing Ingenuity Prep off of the premises;
- Unlawful sale of a controlled substance at any time;
- Serious improper behavior or discourtesy toward a student, a family member, or a co-worker;
- Failure to report for work without just cause;
- Sexual harassment of a student, family member, co-worker, or volunteer;
- Intentionally striking or sexually touching any student, family member, co-worker, or volunteer;
- Misuse of Ingenuity Prep internet and/or email.

This statement of offenses that may lead to immediate termination does not alter or limit the policy of employment at will. Either you or Ingenuity Prep may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

5.3 Resignation

In the event an employee finds it necessary to resign during the school year, the employee shall give written notice to the CEO as soon as possible and at least 30 school days before the effective date of resignation. This notice period allows Ingenuity Prep to minimize the disruption to the students and families. Further, Ingenuity Prep reserves the right to make the effective date of an employee's resignation sooner.

Employees are required to return all of Ingenuity Prep's property that is in their possession or control in the event of termination of employment, resignation, or layoff, or immediately upon request to their supervisor. No information belonging to Ingenuity Prep can be copied for the employee's use. The School may also take all action deemed appropriate to recover or protect Ingenuity Prep's property.

5.4 Internal Complaint Procedure

Any employee may submit an internal complaint regarding any disciplinary decision or other adverse employment action, except termination.

1. In the event an employee believes she/he has been treated unfairly, the employee should discuss the situation with the Chief Talent Officer an effort to resolve the issue. The Chief Talent Officer will arrange a meeting between all parties involved to work out an informal solution.
2. If a resolution cannot be reached through discussion with the Chief Talent Officer, the employee should put the complaint in writing to the Chief Talent Officer who is required to respond in writing within 5 business days.
3. If the employee remains unsatisfied with the resolution reached by the Chief Talent Officer, the employee should present the written material (his/her complaint and the Chief Talent Officer's response) to the Chair of the Board of Trustees within five (5) business days of receiving the Chief Talent Officer's response. The employee must notify the Chief Talent Officer of this action.
4. The Board of Trustees will issue a decision in writing to the employee and the Chief Talent Officer within five (5) business days after receiving the internal complaint. The Chair of the Board of Trustees shall convene a special meeting of the Board of Trustees to discuss a resolution to the grievance. The employee and Chief Talent Officer may be invited or excluded to participate in this special meeting as the Chair sees fit. If the Board of Trustees cannot provide a response within 5 business days, it will notify the employee by the fifth day of the need for an extension. The Board of Trustees may extend the period for resolution up to 15 additional business days. The decision of the Board of Trustees is final.

In the event that a complaint is filed regarding the Chief Talent Officer the following procedure will apply:

1. The employee should put the complaint in writing to the CEO.
2. The complaint process will run as normal with the CEO taking the role of the Chief Talent Officer in the process outlined above.

Employees are obligated to cooperate in good faith in the investigation and resolution of any internal complaint raised by them or against them. There will be no retaliation of any kind against an employee for bringing in good faith an internal complaint under this procedure. At their own expense, employees may seek outside guidance to articulate their complaint as clearly as possible.

6. Schedule

6.1 School Year

All employees are required to report to work on the first day until the final day specified in the employee's offer letter. All teachers will not otherwise be required to work when school is not in session, as delineated in their offer letter. Full-year employees are not required to work on school holidays including fall, winter, and spring breaks as delineated by their offer letter. The Chief Operating Officer shall establish a school calendar before the beginning of each school year that identifies all school holidays.

This statement regarding schedules does not alter or limit the policy of employment at will. Either you or Ingenuity Prep may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

6.2 School Day

Full-time, exempt staff members are generally expected to be present at the school from 7:30 a.m. to 4:00 p.m., unless the CEO or Chief Operating Officer approves other arrangements. Full-time non-exempt and part-time staff shall report for work as described in their offer letter or as otherwise approved by the CEO or Chief Operating Officer.

6.3 Weather-related Closures or Delays

The school will follow the decision of D.C. Public Schools as it relates to weather-related school closures. In the event the school is closed, staff will receive communication via email, text message, and/or phone call. Additional information will be posted on the school's website and various news media.

In the event of a weather-related closure, staff should not report to the school building.

In the event of a weather-related delay, staff should report to the school as communicated – typically, two (2) hours after typical reporting time. Leadership and Core Operations staff is expected to report at their standard reporting time.

7. Leaves of Absence

7.1 General Policy

Regular attendance is imperative for all school employees, particularly those with direct responsibility for the education of students. Employees are encouraged to use their leave only when necessary and should make every effort to structure their leave in a manner that is least disruptive to students and co-workers.

Refer to Section 2.4 (“Punctuality”) for the procedure to notify the School when you must miss work due to an unanticipated need to take a day off or report to work late. The procedure for requesting foreseeable Family and Medical Leave, Personal Leave, Administrative Leave, Bereavement Leave, Parental Leave, and Jury Duty is the following:

- Employees must complete a leave request in ADP and submit it for approval by their supervisors. Phone calls, text messages, and instant messages are not acceptable forms of notification for requesting a planned leave of absence. The CEO may require an employee to verify the claimed reason for any absence.

When an employee could not have required pre-approval because the need for leave was unforeseeable, the employee should notify the school as soon as possible of the reason for the absence. Failure to contact the school may result in the employee’s absence being classified as job abandonment. The school may require verification of the reason for leave before the employee is reinstated. A pattern or excessive number of unscheduled absences could result in disciplinary action up to and including termination.

7.2 Family and Medical Leave

Ingenuity Prep Public Charter School grants leave in accordance with the Family Medical Leave Act of 1993 (“FMLA”) and the District of Columbia Family and Medical Leave Act of 1990 (“D.C. FMLA”). Nothing in the FMLA supersedes any provision of the D.C. FMLA that provides greater family or medical leave rights than those provided by the FMLA. An employee eligible for family or medical leave under only one law will receive benefits under that law. Similarly, if leave taken qualifies under the FMLA and the DC FMLA, the leave used counts against the employee’s entitlement under both laws.

7.2.a Federal FMLA

7.2.a.i *Employee Eligibility*

To be eligible for FMLA Leave benefits, the employee must: (1) have worked for Ingenuity Prep for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by Ingenuity Prep within 75 miles, as of the date the leave is requested.

7.2.a.ii *Reasons for Leave*

FMLA Leave may be used for one of the following reasons:

- the birth, adoption, or placement for foster care of an employee's child within 12 months following birth or placement of the child (“Bonding Leave”);
- to care for an immediate family member (spouse, child, or parent with a serious health condition (“Family Care Leave”));

- an employee’s inability to work because of the employee’s own serious health condition (“Serious Health Condition Leave”);
- a “qualifying exigency,” as defined under the FMLA, arising from a spouse’s, child’s, or parent’s “covered active duty” (as defined below) as a member of the military reserves, National Guard or Armed Forces (“Military Emergency Leave”); or
- to care for a spouse, child, parent or next of kin (nearest blood relative) who is a “Covered Servicemember,” as defined below (“Military Caregiver Leave”).

7.2.a.iii Definitions

“**Child,**” for purposes of Bonding Leave and Family Care Leave, means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either under age 18, or age 18 or older and incapable of self-care because of a mental or physical disability at the time that Family and Medical Leave is to commence. “**Child,**” for purposes of Military Emergency Leave and Military Caregiver Leave, means a biological, adopted, or foster child, stepchild, legal ward, or a child for whom the person stood in loco parentis, and who is of any age.

“**Parent,**” for purposes of this policy, means a biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the person. This term does not include parents “in law.” For Military Emergency leave taken to provide care to a parent of a military member, the parent must be incapable of self-care, as defined by the FMLA.

“**Covered Active Duty**” means (1) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (2) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty (or notification of an impending call or order to active duty) in support of a contingency operation as defined by applicable law.

“**Covered Servicemember**” means (1) a member of the Armed Forces, including a member of a reserve component of the Armed Forces, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred or aggravated in the line of duty while on active duty that may render the individual medically unfit to perform their military duties, or (2) a person who, during the five (5) years prior to the treatment necessitating the leave, served in the active military, Naval, or Air Service, and who was discharged or released therefrom under conditions other than dishonorable (a “veteran” as defined by the Department of Veteran Affairs), and who has a qualifying injury or illness incurred or aggravated in the line of duty while on active duty that manifested itself before or after the member became a veteran. For purposes of determining the five-year period for covered veteran status, the period between October 28, 2009 and March 8, 2013 is excluded.

7.2.a.iv Length of Leave

The maximum amount of FMLA Leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave. However, if both spouses work for Ingenuity Prep and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. A 12-month period begins on the date of your first

use of FMLA Leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended.

The maximum amount of FMLA Leave for an employee wishing to take Military Caregiver Leave will be a combined leave total of twenty-six (26) workweeks in a single 12-month period. A "single 12-month period" begins on the date of your first use of such leave and ends 12 months after that date.

If both spouses work for Ingenuity Prep and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two when the leave is for Military Caregiver Leave only or is for a combination of Military Caregiver Leave, Military Emergency Leave, Bonding Leave and/or Family Care Leave taken to care for a parent.

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than fifteen minutes. Employees who take leave intermittently or on a reduced work schedule basis for planned medical treatment must make a reasonable effort to schedule the leave so as not to unduly disrupt Ingenuity Prep’s operations. Please contact the Chief Operating Officer prior to scheduling planned medical treatment. If Family and Medical Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, Ingenuity Prep may require you to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

As discussed more generally below, if your request for intermittent leave is approved, Ingenuity Prep may later require you to obtain recertification of your need for leave. For example, Ingenuity Prep may request recertification if it receives information that casts doubt on your report that an absence qualifies for Family and Medical Leave.

To the extent required by law, some extensions to leave beyond an employee’s FMLA entitlement may be granted when the leave is necessitated by an employee's work-related injury/illness or a “disability” as defined under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

7.2.b D.C. FMLA

7.2.b.i D.C. FMLA Leave Entitlement and Eligibility

D.C. law allows eligible employees to take up to 16 work weeks in any 24-month period for medical leave for the employee’s own serious health condition, and family leave for the care of a family member of the employee who has a serious health condition, or for the birth, adoption, placement of a child for foster care, or the placement of a child for whom the employee assumes permanent parental responsibilities. Employees who have worked for Ingenuity Prep Public Charter School for at least 12 months (without a break in service), and for at least 1,000 hours in the 12 months preceding the commencement of the requested leave, are eligible for D.C. FMLA leave.

7.2.b.ii Terms of Family Leave

Definitions:

“**Family member**” includes: (1) a person to whom the employee is related by blood, legal custody or marriage (including same-sex marriage); (2) a child who lives with an employee and for whom the employee permanently assumes and discharges parental responsibility; or (3) a person with whom the

employee shares or has shared, within the last year, a mutual residence and with whom the employee maintains a committed relationship.

“**Child**” includes a person under the age of 21, a person over the age of 21 who is substantially dependent on the employee due to a disability or a person under the age of 23 who is a full-time student at an accredited college or university.

“**Committed relationship**” is a familial relationship between two people, established by certain factors, such as: mutual economic interdependence (e.g., joint bank accounts, shared leasing); domestic interdependence, including the public presentation of the relationship and the exclusivity of the relationship; the length of the relationship; and the intent of both people to stay committed in the relationship, as evidenced by things such as a will or life insurance.

If two family members are employed by Ingenuity Prep, the school may limit the total number of family leave workweeks to which the family members are entitled during the 24-month period to 16 workweeks. Ingenuity Prep may also limit the number of workweeks to which family members may take family leave simultaneously during the 24-month period to four workweeks.

The entitlement to family leave expires 12 months after the birth or placement of the child with the employee.

Employees must provide timely notice to their supervisor, either 30 days prior to the commencement of the leave or as soon as possible prior to the date on which the employee wishes the leave to begin if the leave was not foreseeable. If an emergency prevents the employee from notifying Ingenuity Prep until the first day of leave, the employee must notify Ingenuity Prep no later than two business days after the absence begins. In addition, employees must make a reasonable effort to schedule planned medical treatment in a manner that does not disrupt school operations.

When an employee’s covered family member has a serious health condition, leave may be taken intermittently when medically necessary. With approval, family leave may be taken on a reduced leave schedule, during which time the 16 workweeks of family leave may be taken over a period not to exceed 24 consecutive workweeks.

Family leave is unpaid unless the employee elects to substitute available paid time off, including vacation leave, if applicable. The use of paid time off or paid sick leave will count towards the employee’s 16 workweeks of family leave entitlement, however, such time will not extend the leave time beyond 16 workweeks.

7.2.b.iii Terms of Medical Leave

If an employee becomes unable to perform the functions of their position because of a serious health condition, they will be entitled to medical leave for the time that they are unable to perform the functions, except that the leave must not exceed 16 workweeks during any 24-month period. This leave may be taken intermittently when medically necessary.

If an employee takes intermittent leave because of their own health condition, Ingenuity Prep may request that the employee temporarily transfer to an available alternative position which better accommodates the recurring leave and has equivalent pay and benefits.

If the need for medical leave is foreseeable, employees must provide reasonable prior notice and make a reasonable effort to schedule planned medical treatment in a manner that will not disrupt school operations.

Medical leave is unpaid except that employees may elect to substitute paid sick leave and vacation leave, and with approval from the school, may substitute accrued personal leave time for any part of the unpaid medical leave. The use of paid time off will count towards the employee's 16 workweeks of medical leave entitlement.

7.2.b.iv Alternative Employment In Lieu of Leave

Ingenuity Prep may agree to allow alternative employment in lieu of leave for the duration of the employee's serious health condition. Any period of alternative employment will not count against the 16 weeks of family or medical leave to which the employee is entitled. When an employee who agreed to alternative employment becomes able to perform the duties of the original position, the employee will be restored to that original position or an equivalent position with equivalent employment benefits, pay, seniority and other terms and conditions of employment.

7.2.c Notice and Certification under FMLA and D.C. FMLA

7.2.c.i FMLA Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave and D.C. FMLA Requirements

Employees are required to provide:

1. when the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next school day);
2. when the need for leave is not foreseeable, notice within 2 school days of learning of their need for leave, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
3. when the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days of notice to Ingenuity Prep (for FMLA Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
4. periodic recertification (upon request); and
5. periodic reports during the leave.
- 6.

In addition, where the need for family and/or medical leave is foreseeable based on planned medical treatment or supervision for the employee or the employee's family member, the employee must make a reasonable effort to schedule the treatment or supervision in a way that does not unduly disrupt the operations of Ingenuity Prep Public Charter School.

Certification forms are available from the Chief Operating Officer. At Ingenuity Prep's expense, Ingenuity Prep may also require a second or third medical opinion regarding your own serious health condition or the serious health condition of your family member. Employees are expected to cooperate with Ingenuity Prep in obtaining additional medical opinions that Ingenuity Prep may require.

7.2.c.ii Recertification After Grant of Leave

In addition to the requirements listed above, if your Family and Medical Leave is certified, Ingenuity Prep may later require medical recertification in connection with an absence that you report as qualifying for Family and Medical Leave if permissible under applicable law. For example, Ingenuity Prep may request recertification if (1)

the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., your absences deviate from the duration or frequency set forth in the previous certification; your condition becomes more severe than indicated in the original certification; you encounter complications); or (3) Ingenuity Prep receives information that casts doubt upon your stated reason for the absence. In addition, Ingenuity Prep may request recertification in connection with an absence after six months have passed since your original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by Ingenuity Prep shall be at the employee's expense.

7.2.c.iii FMLA Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days of notice to Ingenuity Prep, unless unusual circumstances exist to justify providing the form at a later date.
- Certification forms are available from the Chief Operating Officer.

7.2.c.iv Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If you fail to return to work at your leave's expiration and have not obtained an extension of the leave, Ingenuity Prep may presume that you do not plan to return to work and have voluntarily terminated your employment.

7.2.d Compensation During Leave

With the exception of Parental Leave, generally, FMLA and D.C. FMLA Leave is unpaid. However, you may be eligible to receive benefits through workers' compensation, short-term disability, and/or long-term disability. Paid leave also may be substituted for unpaid leave if the employee has earned or accrued the leave. In certain cases, leave may be taken on an intermittent basis rather than all at once, or the employee may work a part-time schedule. All such payments will be integrated so that you will receive no more than your regular compensation during this period. The use of paid leave or benefits will not extend the length of a FMLA or D.C. FMLA Leave.

7.2.e Benefits During Leave

Ingenuity Prep will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. If you fail to pay your portion of the premium, your benefits will terminate.

Your length of service as of the leave will remain intact, but accrued benefits such as personal leave will not accrue while on an unpaid FMLA or D.C. FMLA Leave.

7.2.f Reinstatement

Upon return from leave, an employee usually will be restored to their prior position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example,

if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from a continuous FMLA Serious Health Condition Leave must submit an acceptable release from a health care provider that certifies the employee can perform the essential functions of the job as those essential functions relate to the employee's serious health condition. The Chief Operating Officer will provide the employee a copy of their job description to provide to the healthcare provider. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave.

Certain highly compensated employees or "key employee" may be denied reinstatement if necessary to prevent substantial economic injury to Ingenuity Prep's operations. If you are a "key employee" or a "highly compensated employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

7.2.g Confidentiality

Documents relating to medical certifications or recertifications of employees or employees' family members will be kept confidential.

7.2.h Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains leave under the above policies may be subject to disciplinary action. An employee who fraudulently obtains Family and Medical Leave from Ingenuity Prep is not protected by FMLA or D.C. FMLA's job restoration or maintenance of health benefits provisions. In addition, Ingenuity Prep will take all available appropriate disciplinary action against such employee due to such fraud.

7.2.i Nondiscrimination/Anti-Retaliation

Ingenuity Prep will not interfere, restrain or deny the exercise of any rights provided under this policy. If an employee believes that their leave rights have been violated in any way, they should immediately report the matter to the Chief Operating Officer.

7.2.j Additional Information Regarding FMLA and D.C. FMLA

A Notice to Employees Of Rights Under FMLA (WHD Publication 1420) and the DC Family & Medical Leave Act Poster is attached to this policy.

7.3 Personal Leave

The CEO will grant paid leave to full-time regular or temporary staff member – defined as staff regularly working 30 hours per week or more – and regular or temporary part-time staff member – defined as staff regularly working less than 30 hours per week -- between July 1 and June 30 (of the following year) for vacation, personal business, appointments, personal illness or injury, or other emergencies, such as caring for an ill or injured family member or to obtain social or legal services for yourself or a family member relating to stalking, domestic violence or sexual abuse. Personal leave allocated to staff members will be outlined in their offer letter and is based on position and tenure at Ingenuity Prep. Employees hired between July 1 and June 30 will be awarded a pro-rated amount of leave. Such leave, when used, shall be at full pay and benefits.

Planned personal leave should be request no less than ten (10) days in advance of the leave request.

Unless Personal Leave is being taken of illness, injury or other emergencies, such as caring for an ill or injured family member or to obtain social or legal services for yourself or a family member relating to stalking, domestic violence or sexual abuse, the taking of leave the day before or after a holiday or vacation, full-day PD Fridays, and more than one personal day in June are highly discouraged and multiple requests are unlikely to be approved. Further the school will not approve more than three (3) days of paid leave on Fridays or more than one (1) day of paid leave during Summer Training.

Ingenuity Prep may disapprove the use of Personal Leave where there is a concern about an employee's level or pattern of absenteeism. Also, Ingenuity Prep may require that a doctor's note or other documentation be submitted to verify the reason for the absence.

Unused Personal Leave days on June 30th do not carry over to July 1st. For each full day of unused personal leave on June 30th, employees will receive a \$100. Staff members that utilize four (4) or fewer days of Personal Leave will be eligible for an "Outstanding Attendance" bonus in which case their unused leave days are paid at \$250 for each full day of unused personal leave on June 30th. Unused Personal leave time will be paid out during the school year in accordance with Ingenuity Prep's standard payroll policies. Unused Personal Leave will not be paid out upon termination of employment.

The School will not retaliate or tolerate retaliation against any employee who seeks or obtains leave under this policy or who makes a good faith complaint (including the filing of a lawsuit or cooperating in any investigation or prosecution) about a violation of either the Accrued Sick and Safe Leave Act (ASSLA) or the Earned Sick and Safe Leave Amendment Act (ESSLA), or who communicates with any person about such a violation. In addition, Ingenuity Prep will not retaliate against any employee who informs another person about their rights under either the ASSLA or the ESSLA.

7.4 Administrative Leave

Administrative leave is granted to employees to provide for full salary and benefits for absences due to the following personal matters:

1. Appearance in court as a party to a case or pursuant to a subpoena as necessary to protect the rights of the employee (Limited to not more than 3 days per school year).
2. Attendance at professional development activities approved by the CEO or Chief Operating Officer.

7.5 Bereavement Leave

An employee who wishes to take time off due to the death of an immediate family member should notify his or her supervisor as soon as possible. If an employee leaves work early on the day they are notified of the death, that day will not count as bereavement leave.

In addition to bereavement leave, an employee may, with his or her supervisor's approval, use any available vacation for additional approved time off as necessary. Employees under discipline for attendance issues may be required to provide documentation with regard to their bereavement leave.

Paid bereavement leave will be granted according to the following schedule:

1. Employees are allowed up to five days of bereavement leave following the death of the employee's spouse, domestic partner, child, stepchild, parent or domestic partner thereof, stepparent, brother, sister, stepbrother, stepsister, or an adult who stood in loco parentis to the employee during childhood. The work days do not need to be consecutive.

2. Employees are allowed up to three days of bereavement leave following the death of the employee's grandparent, grandchild, aunt, or uncle and spouses or domestic partners thereof. The work days do not need to be consecutive.
3. Employees are allowed one day of bereavement leave following the death of a father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law or spouses or domestic partners thereof.

7.5.a Definitions

For the purposes of this leave the following definitions apply:

7.5.a.i Parent

1. A biological, adoptive, step, or foster parent of the employee, or a person who was a foster parent of the employee when the employee was a minor;
2. A person who is the legal guardian of the employee or was the legal guardian of the employee when the employee was a minor or required a legal guardian;
3. A person who stands in loco parentis to the employee or stood in loco parentis to the employee when the employee was a minor or required someone to stand in loco parentis; or
4. A parent (as described in the above subparagraphs) of an employee's spouse or domestic partner.

7.5.a.ii Son or Daughter

1. A biological, adopted, step, or foster son or daughter of the employee;
2. A person who is a legal ward or was a legal ward of the employee when that individual was a minor or required a legal guardian;
3. A person for whom the employee stands in loco parentis or stood in loco parentis when that individual was a minor or required someone to stand in loco parentis; or
4. A son or daughter (as described in 1-3) of an employee's spouse or domestic partner.

7.5.a.iii Domestic Partner

An adult in a committed relationship with another adult, including both same sex and opposite-sex relationships.

7.5.a.iv Committed Relationship

A relationship in which the employee, and the domestic partner of the employee, are each other's sole domestic partner (and are not married to or domestic partners with anyone else); and share responsibility for a significant measure of each other's common welfare and financial obligations. This includes, but is not limited to, any relationship between two individuals of the same or opposite sex that is granted legal recognition by a State or by the District of Columbia as a marriage or analogous relationship (including, but not limited to, a civil union).

7.6 Maternity/Paternity Leave

Ingenuity Prep recognizes the importance for providing employees the opportunity to bond with their child after a birth (for both the birth mother and non-birth parent), adoption, placement for foster care, or placement of a child for whom the employee assumes permanent parental responsibilities.

To support employees during that time, Ingenuity Prep has instituted a Maternity/Paternity Leave policy. In the event of one of the aforementioned events related to the addition of a child to an employee's family, all full-time employees are eligible for 100% of current pay and benefits according to the following schedule:

- Employees with less than one (1) year of employment with Ingenuity Prep, receive up to two (2) consecutive weeks of leave.
- Employees with more than one (1) year but fewer than three (3) years of employment with Ingenuity

Prep, receive up to four (4) consecutive weeks of leave.

- Employees with more than three (3) years of employment with Ingenuity Prep receive up to six (6) consecutive weeks of leave.

Unless otherwise scheduled, Maternity/Paternity leave will begin effective the day after the birth, adoption, or placement of a child. In the event that a birth mother is placed on short-term disability as a result of pregnancy, Maternity/Paternity leave will begin effective the day after the termination of short-term disability leave.

Any paid Maternity/Paternity leave will run concurrently with unpaid D.C. FMLA and FMLA leave, unless otherwise required by law (ex. If employees take parental leave that extends over winter or summer vacation, the number of weeks available under D.C. FMLA or FMLA will not decrease by the number of vacation weeks).

Any paid Maternity/Paternity leave will run concurrently with any schedule, paid or unpaid holidays, vacations, or other voluntary leave that is granted by Ingenuity Prep (i.e. Fall Break, Winter Break, etc.)

7.7 School Activities Leave

Eligible employees working in the District of Columbia may take a total of 24 hours of unpaid leave during any 12-month period to attend or participate in school-related events for their children. The following individuals are eligible for leave under this policy: (1) a parent, legal guardian or individual with legal custody of a child; (2) an aunt, uncle or grandparent of a child; or (3) a person married to, or in a domestic partnership with, a parent, legal guardian, individual with legal custody, aunt, uncle or grandparent of a child.

To qualify for leave under this policy, school-related meetings or events must be sponsored by the child's school or an organization associated with the school, such as a parent-teacher association (PTA), including concerts, plays, rehearsals, sporting games or practices and meetings with teachers or counselors. The child must be involved in the meeting or event as a participant or as the subject, not as a spectator.

Employees must notify their supervisor at least 10 calendar days before a school event, unless attendance is not reasonably foreseeable, in which case the employee must provide as much notice as possible. Time off will be without pay, although employees may substitute accrued personal or parental leave time for any unpaid leave under this policy, and salaried exempt employees may be paid, as required by law. Employment benefits and seniority will not be lost during leave.

Ingenuity Prep, in its discretion, may deny an employee's request if granting time off would unduly disrupt school business.

7.8 Jury Duty

Ingenuity Prep encourages all employees to fulfill their civic responsibilities and to respond to jury service summons, attend court for prospective jury service or serve as a juror. Under no circumstances will employees be terminated, threatened, coerced, or penalized because they request or take leave in accordance with this policy. Upon notification by a court to report for jury duty, the employee shall immediately request jury duty during non-school months. In the event this request is not granted, time off with no loss of salary limited to two (2) weeks will be provided for jury duty served during the school year. Any employee, when advised of his/her notification of jury duty, must immediately inform the CEO. Salary will be paid as usual, and the check for juror fees is to be signed over to the school for the first 2 weeks of service. After 2 weeks, an hourly employee's and salaried instructional employee's leave will be unpaid. After 2 weeks, a salaried non-instructional employee's

weekly salary will not be reduced for a partial week's absence due solely to jury duty.

For purposes of this policy, an employee is not considered eligible for compensation for any day of jury service in which, if not for jury service, the employee would not: (1) have earned regular wages from the School; or (2) worked more than half of a shift that extends into another day.

7.9 Military Leave

Ingenuity Prep provides unpaid military leaves of absence to employees who serve in the uniformed services as required by the Uniform Services Employment and Reemployment Rights Act. The uniformed services include the Army, Navy, Marine Corps, Air Force, Coast Guard, Army National Guard, Air National Guard, Commissioned Corps of the Public Health Service and any other category of persons designated by the President of the United States in time of war or emergency. The uniformed services also include participants in the National Disaster Medical System ("NDMS") when activated to provide assistance in response to a public health emergency or to be present for a short period of time when there is a risk of a public health emergency, or when they are participants in authorized training.

Service consists of the performance of any of the following on a voluntary or involuntary basis: active duty, active duty for training, initial active duty, inactive duty training, full time National Guard duty and absence from work for an examination to determine fitness for such duty. Total military leave time may not exceed five years during employment, except in special circumstances.

Employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military duty or training. Accrued personal leave will be paid during military leave at the employee's request. Employees on military leave may elect to continue their health plan coverage at their own expense for up to 24 months or during service, whichever is shorter.

In order to be eligible for reinstatement, the employee must have provided advance notice of the military obligation and have completed their service honorably, unless prohibited by applicable law. Employees who are absent from work 30 days or less must report to work at the beginning of the first regularly scheduled work day following completion of service, after allowing for the safe travel home and 8 hours of rest. If the employee serves 31 to 180 days, they must apply for reemployment within 14 days after completing service. If the employee has served 181 days or more, they must apply for reemployment within 90 days after completing service.

As with other leaves of absence, failure to return to work or to reapply within applicable time limits may result in loss of reemployment rights. Part time employees may not be eligible for reinstatement following military leave and reinstatement may not be required for other employees in some circumstances. Full details regarding reinstatement are available from Chief Operating Officer.

In general, an employee returning from military leave will be reemployed in the position and seniority level that the employee would have attained had there been no military leave of absence. If necessary, Ingenuity Prep will provide training to assist the employee in the transition back to the workforce.

An employee returning from military leave is entitled to any unused, accrued personal leave benefits the employee had at the time the military leave began. Upon reinstatement, the employee will accrue personal leave

benefits at the rate they would have attained if no military leave had been taken.

7.10 Emancipation Day Leave

If not granted as a paid holiday, employees are entitled to one day of unpaid leave each year on April 16, the District of Columbia's Emancipation Day. An employee who wishes to take this day of unpaid leave must notify Ingenuity Prep at least 10 calendar days in advance of April 16

7.11 Vacation Leave

Twelve-month employees receive the same personal leave as outlined above. Additionally, at the discretion of the CEO, all twelve-month, exempt employees may be granted additional leave time. Timing of vacation will be approved by the CEO or Chief Operating Officer. Employees should refer to their Employee Benefits document or offer letter for more information. Vacation leave does not accrue over the school year. If not working during this time, nonexempt staff will not be paid for this time in accordance with applicable laws.

Additionally, Ingenuity Prep provides several other extended, paid, vacation leave for exempt staff. This includes Fall Break, Winter Break, and Spring Break. Additionally, 11-month employees are not generally expected to work during Summer Break. Timing and length of these breaks is determined by the CEO and will be provided to staff annually in the academic calendar. If not working during this time, nonexempt staff will not be paid for this time in accordance with applicable state and federal laws.

7.12 Paid Holidays

Ingenuity Prep recognizes the following days as paid holidays for all staff for the 2019-20 school year (July 1, 2019 - June 30, 2020)

- Independence Day – July 4, 2019
- Labor Day – September 2, 2019
- Indigenous People's Day - October 14, 2019
- Veterans Day – November 11, 2019
- Thanksgiving Day (and the day after Thanksgiving) – November 28 & 29, 2019
- Christmas Day – December 25, 2019
- New Year's Day – January 1, 2020
- Birthday of Martin Luther King, Jr. – January 20, 2020
- Washington's Birthday – February 17, 2020
- D.C. Emancipation Day – April 16, 2020
- Memorial Day – May 25, 2020

The Chief Operating Officer or CEO may designate additional paid holidays depending on how particular holidays may fall. Any adjustments to paid holidays will be communicated in writing to staff.

Nonexempt employees receive pay for the hours they are generally scheduled to work that day.

8. Salaries and Benefits

8.1 Wage Disclosure Protection

Ingenuity Prep does not require that employees refrain from disclosing the amount of their wages and will not discharge, discipline or otherwise discriminate against employees because they make such disclosures. Certain exceptions apply for employees who have regular access to other employees' wage information as part of their job responsibilities.

8.2 Employment Categories

8.2.a Full-Time Employees

Full-time employees are those who are generally scheduled to work and who do work a schedule of 30 or more hours per week.

8.2.b Part-Time Employees

Part-time employees are those who are generally scheduled to and do work less than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees are eligible for some, but not all employee benefits described in this Manual and are provided with benefits required by applicable law.

8.2.c Temporary Employees

Temporary employees are those who are employed for short-term assignments. Short-term assignments will generally be periods of six (6) weeks or less. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

8.2.d Exempt Employees

Exempt employees are those whose job assignments meet the federal and state requirements for overtime exemption. Exempt employees are compensated on a salary basis and are not eligible for overtime pay. Your supervisor will inform you if your status is exempt.

8.2.e Nonexempt Employees

Nonexempt employees are eligible for overtime. Your supervisor will inform you if your status is exempt. Please refer to the overtime policy.

8.3 Salary

The CEO shall set parameters for exempt staff salaries and present them for approval to the Board of Trustees as part of the annual budget process.

8.4 Overtime

Nonexempt employees will be paid time and one-half compensation for all hours worked in excess of 40 in one workweek and as otherwise required by applicable state and federal law. When operating requirements or other needs cannot be met during regular working time, you may be scheduled to work overtime. All overtime work must be authorized in advance by your supervisor. Working overtime without prior authorization may result in disciplinary action.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities. No overtime or additional compensation is provided to exempt employees.

For overtime pay calculation purposes, the work day begins at 12:01 a.m. and ends at midnight. The work week begins at 12:01 a.m. Sunday and ends at midnight the following Saturday.

8.5 Payroll Procedures

This policy describes some of the basic rules concerning our timekeeping and payroll procedures, as well as the steps employees should follow to ensure that they are paid properly for all time worked.

8.5.a Review Your Pay Stub

Ingenuity Prep works hard to ensure that all employees are paid correctly, but mistakes can happen. When mistakes do occur and are called to the School's attention, the School will promptly make any corrections necessary. Please review each paycheck and pay stub when you receive it to make sure your pay is correct. If you believe an error has occurred or if you have any questions about your paycheck or pay stub, please promptly report the matter to the Chief Operating Officer. All errors will be corrected as soon as possible in accordance with applicable law.

8.5.b Nonexempt Employees

If you are classified as a nonexempt employee, you must record the precise time you work each day. Your arrival, departure, meal break times and breaks must be recorded accurately. Nonexempt employees are prohibited from working "off the clock" (i.e., without reporting the time worked). When you receive your paycheck, please verify immediately that your working time was recorded accurately and that you were paid correctly for all hours worked. Nonexempt employees will only be paid for hours worked with the exception of paid holidays as outlined in Section 7.12.

When you work, you must report all the time you work. Nonexempt employees should not work any time that is not authorized by their supervisors. Do not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless you are directed to do so. If you have any questions about when or how many hours you are expected to work, contact your supervisor.

It is a violation of our policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter another employee's time records. If anyone directs or encourages you to incorrectly report your hours worked, or to alter another employee's time records, you should report the incident immediately to your supervisor or the Chief Operating Officer.

8.5.c Exempt Employees

An exempt, non-instructional employee must be paid on a salary basis. Being paid on a "salary basis" means an employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt non-instructional employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons or sickness after having exhausted their personal leave time;

- When an exempt employee takes one or more full days off for personal reasons other than sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available personal leave time to make up for the reduction in salary;
- When an exempt employee takes one or more full days off from work due to sickness or disability, the employee will not be paid for such day(s) of absence, but the employee may use available sick time to make up for the reduction in salary;
- When an exempt employee works only part of the week during their first and last week with the School, the employee will be paid only for the days actually worked; and
- When an exempt employee takes unpaid leave under the Family and Medical Act and corresponding statutes, the School will not pay for such days/hours of absence.

The School requires an exempt employee to use available personal leave time, as a replacement for salary, when the employee takes less than a full-day off from work.

8.5.d Ingenuity Prep Policy

It is Ingenuity Prep’s policy to comply with the salary basis requirements of the Fair Labor Standards Act (FLSA) and applicable District of Columbia law. Therefore, the School prohibits any School manager from making improper deductions from the salaries of exempt employees, except as permitted by law. Ingenuity Prep wants employees to be aware of this policy and that the School does not allow deductions that violate the FLSA or any applicable state law.

8.5.e Reporting Errors and Obtaining More Information

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they has been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee’s total hours worked or salary, the employee may provide a verbal or written report to the Chief Operating Officer, a supervisor or any other member of management. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made.

Every report will be fully investigated. The School will provide the employee with any compensation to which the employee is entitled in a timely fashion. Ingenuity Prep complies with all applicable laws, including the Fair Labor Standards Act. The School will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the School, even if the reports do not reveal any errors or wrongdoing.

8.6 Health Benefits

Ingenuity Prep will attempt to offer a selection of health, dental, and vision insurance coverage for current staff. As the budget permits, Ingenuity Prep will pay a set amount of premium for all full-time employees – defined as those who regularly work more than 30 hours -- that will cover 100% of the cost of the least expensive coverage for an individual. The employee must pay any additional premium in more expensive coverage or for family coverage selected by the employee. Part time employees who work 20 hours per week or more may also request such coverage and Ingenuity Prep will pay a prorated premium amount. Ingenuity Prep’s contribution shall represent the proportion the hours worked by the employee bears to a full-time equivalent position. No staff member will receive paid health benefits beyond their term of employment.

8.7 Retirement Benefits

Ingenuity Prep will make the required employer contribution toward federal Social Security for all employees. All employees regularly working more than 20 hours per week will be offered a retirement plan under Section 401k of the Internal Revenue Code. Ingenuity Prep will match employee contribution to an amount equal to 3% of the employee's salary to the 401k plan. Ingenuity Prep maintains a vesting schedule in which an employee becomes 33% vested after one year of employment, 66% after two years of employment, and 100% after three years of employment.

Ingenuity Prep will contribute required amounts to existing retirement plans for employees on leave from the District of Columbia Public Schools System who elect to retain their existing retirement plan with the District of Columbia Public Schools System, unless they elect to participate in Ingenuity Prep's 401k plan.

9. Nondiscrimination Policy

Ingenuity Prep shall not discriminate on the basis of race, color, ethnicity, creed, religion, national origin or ancestry, gender, sex (including pregnancy, childbirth, lactation, breastfeeding and related medical conditions), age, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, personal appearance, gender identity or expression, marital status, family responsibilities, matriculation, political affiliation), lawful use of tobacco products and unemployment status or other protected class in accordance with applicable federal or District of Columbia laws in hiring or other employment practices of the school.

Ingenuity Prep shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies or practices on the basis of race, color, ethnicity, religion, national origin, gender, disability, sexual orientation, language spoken, intellectual or athletic ability, measures of achievement or aptitude, of status as a student with special needs or any other characteristic protected under the law. Ingenuity Prep admits students of any race, color, ethnicity, religion, national origin, gender, disability, sexual orientation, language spoken, intellectual or athletic ability, measures of achievement or aptitude, of status as a student with special needs or any other characteristic protected under the law to all the rights, privileges, programs, and activities generally afforded or made available to students at the school. It does not discriminate on the basis of race, color, ethnicity, religion, national origin, gender, disability, sexual orientation, language spoken, intellectual or athletic ability, measures of achievement or aptitude, of status as a student with special needs or any other characteristic protected under the law in administration of its educational policies, admission policies, scholarship and loan programs, or athletic or other school administered programs.

If you believe you have been subjected to any form of discrimination, or if you are aware of an incident of discrimination involving another individual, please provide a written or verbal report to the Chief Talent Officer/Chief of Staff or CEO (if the incident in question involves the Chief Talent Officer/Chief of Staff). The report should be specific and should include the names of the individuals involved, the names of any witnesses and any documentary evidence (emails, notes, etc.). Ingenuity Prep will conduct a thorough and objective investigation in a timely fashion and attempt to resolve the situation. Ingenuity Prep will attempt to conduct the investigation in a confidential manner, but to address the situation properly may have to disclose information on a need to know basis.

If Ingenuity Prep determines that this policy has been violated, disciplinary action, up to and including immediate discharge, will be taken to prevent the conduct from recurring. Disciplinary action may be taken even when an investigation reveals conduct on the part of an employee that does not rise to the level of unlawful discrimination, but is inappropriate at Ingenuity Prep.

10. Harassment

Ingenuity Prep is committed to providing a work environment free of harassment. As a result, Ingenuity Prep maintains a strict policy prohibiting harassment against applicants and employees because of the following legally protected characteristics: race, color, ethnicity, creed, religion, national origin or ancestry, gender, sex (including pregnancy, childbirth, lactation, breastfeeding and related medical conditions), age, physical or mental disability, genetic information (including testing and characteristics), sexual orientation, personal appearance, gender identity or expression, marital status, family responsibilities, matriculation (e.g., being enrolled in a college or university or in a business, nursing, professional, secretarial, technical or vocational school), political affiliation, lawful use of tobacco products and unemployment status or other protected class protected by federal or District of Columbia laws. All such harassment is prohibited. This anti-harassment policy applies to all persons involved in Ingenuity Prep's operations and prohibits harassment by any employee, student, parent, volunteer, vendor or other visitor to Ingenuity Prep.

10.1 Sexual Harassment

Ingenuity Prep Public Charter School prohibits any employee, student, parent, volunteer, or vendor from making unwelcome sexual advances of a verbal or physical nature toward an employee or applicant for employment.

Sexual harassment is viewed as a form of conduct that undermines the integrity of the employment relationship. All employees must be allowed to work in an environment free from unsolicited and unwelcome sexual overtures. Sexual harassment is defined as behavior that is unwelcome and personally offensive. It reduces morale, interferes with work productivity, impugns individual dignity, and is contrary to Ingenuity Prep Public Charter School's mission.

Some examples of sexual harassment are:

- Unwelcome or unwanted sexual advances. This includes patting, pinching, brushing up against, hugging, cornering, kissing, fondling, or any other similar physical contact considered unacceptable by another individual.
- Requests or demands for sexual favors. This includes subtle or blatant expectations, pressures, or requests for any type of sexual favor accompanied by an implied or stated promise of preferential treatment or negative consequences concerning one's employment.
- Verbal abuse or kidding that is sexually oriented and considered unacceptable by another individual. This includes comments about an individual's body or appearance (where such comments go beyond a mere compliment); off-color jokes that are unwanted; or any other tasteless, sexually-oriented comments, innuendoes, or offensive language.
- Any sexually oriented conduct that would unreasonably interfere with another's work performance or create an intimidating, hostile or offensive working environment. This includes extending unwanted sexual attention to someone, which reduces personal productivity.
- Participation in fostering a work environment that is generally intimidating, hostile, or offensive because of unwelcome or unwanted sexually oriented conversation, suggestions, requests, demands, physical contacts, or attention.

Sexual harassment is a practice that demeans the individual being treated in such a manner. Consequently, Ingenuity Prep Public Charter School will not tolerate sexual harassment of its applicants, or employees by anyone. Ingenuity Prep Public Charter School will, as necessary, take disciplinary action, up to and including

termination, in accordance with this policy to ensure that we meet our responsibilities to our employees.

10.2 Retaliation

Ingenuity Prep will not retaliate against any employee who, in good faith, objects to conduct which they perceive as harassment, participates in an internal investigation of a complaint of discrimination, or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing which a governmental enforcement agency conducts. This means that Ingenuity Prep will not take any adverse employment action, including, but not limited to:

- reduction in pay
- demotion
- discipline
- transfer to an undesirable position
- termination of employment
- making offensive comments about the employee or otherwise discriminate against an employee for calling attention to possible harassment.

Ingenuity Prep also will not tolerate one or more employees retaliating against any other employee.

10.3 Complaint Procedure

Any employee who believes that they have been harassed, discriminated against or subject to retaliation by a coworker, supervisor, student, parent, vendor or other visitor to Ingenuity Prep, in violation of the foregoing policies, or who is aware of such harassment, discrimination or retaliation of others, should immediately provide a written or verbal report to their supervisor, the CEO, Chief Talent Officer or Chief of Staff, or any else in the administration with whom the person feels comfortable. After a report is received, a thorough investigation will be undertaken promptly. Once the investigation is completed, Ingenuity Prep will let you know as soon as practicable.

If Ingenuity Prep determines that a violation of its policy against discrimination, harassment and retaliation has occurred, appropriate disciplinary action, up to and including discharge, will be taken to prevent the conduct from recurring.

10.4 Consensual Romantic or Sexual Relationships

Ingenuity Prep strongly discourages romantic or sexual relationships between a manager or other supervisory employee and their staff (an employee who reports directly or indirectly to that person) because such relationships tend to create compromising conflicts of interest or the appearance of such conflicts. In addition, such a relationship may give rise to the perception by others that there is favoritism or bias in employment decisions affecting the staff employee. Moreover, given the uneven balance of power within such relationships, consent by the staff member is suspect and may be viewed by others, or at a later date by the staff member, as having been given as the result of coercion or intimidation. The atmosphere created by such appearances of bias, favoritism, intimidation, coercion or exploitation undermines the spirit of trust and mutual respect that is essential to a healthy work environment. If there is such a relationship, the parties need to be aware that one or both may be moved to a different supervision structure.

Ingenuity Prep also strongly discourages romantic or sexual relationships between employees and family members of currently enrolled students, as this may create compromising conflicts of interest or the appearance of such conflicts.

If any employee of Ingenuity Prep enters into a consensual relationship that is romantic or sexual in nature with a member of their staff (an employee who reports directly or indirectly to them), or if one of the parties is in a supervisory capacity in the same team in which the other party works, or if an Ingenuity Prep employee enters into a consensual relationship that is romantic or sexual in nature with a family member of a currently enrolled student, the parties must notify the Chief Talent Officer. Because of potential issues regarding quid pro quo harassment, Ingenuity Prep has made reporting mandatory. This requirement does not apply to employees who do not work in the same team or to parties where neither one supervises or otherwise manages responsibilities over the other.

Once the relationship is made known to Ingenuity Prep, the company will review the situation in light of all the facts (reporting relationship between the parties, effect on co-workers, job titles of the parties, etc.) and will determine whether one or both parties need to be moved to another team. That decision will be based on which move will be least disruptive to the organization as a whole. If no other jobs are available for either party, the parties will be given the option of terminating their relationship or resigning.

11. Technology Policy

11.1 Email/Internet Use

Internet sites accessed through the school's computer system and email communications must not contain obscene materials, racial or sexual comments, or other derogatory, harassing, or inappropriate content/comments. Ingenuity Prep Public Charter School reserves the right to terminate any employee's internet/email access when the employee has failed to comply with this policy.

All employees must respect all software intellectual property rights. No employee may copy or distribute copyrighted material in electronic form, including electronic links, without legal authorization.

Ingenuity Prep Public Charter School's computer/email system should be used primarily for business purposes. While Ingenuity Prep Public Charter School recognizes that occasional and incidental personal use may occur, users should keep such activity to a minimum and restrict it to non-work hours.

All Ingenuity Prep system passwords must be made known to Ingenuity Prep Public Charter School. The use of passwords to gain access to the computer system or to secure specific files does not provide employees with an expectation of privacy in the respective system or document. **The school has the ability and reserves the right to monitor individual's use of the computer, including email. By use of the school's email system and internet, individuals waive the right to privacy in anything they send or receive.** All computers and the data stored on them are and remain at all times the property of Ingenuity Prep. As such, all messages created, sent or retrieved over the Internet or Ingenuity Prep's electronic mail systems are the property of Ingenuity Prep. Ingenuity Prep reserves the right to retrieve and read any message composed, sent or received using Ingenuity Prep's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all school policies.

Employees should be aware that, even when a message is deleted or erased, it is still possible to restore the message; therefore, privacy of a message cannot be ensured to anyone. Accordingly, Internet and electronic mail messages are not private and employees have no right to privacy in their use of Ingenuity Prep equipment, including but not limited to, Ingenuity Prep electronic equipment. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Under no circumstances should any employee grant personal access privileges to any person outside the school, nor should employees use another individual's account or identity. Violation of this policy may result in disciplinary action, up to and including termination and/or legal action.

11.2 Computers and Other Devices

Ingenuity Prep Public Charter School may issue computers and other devices to certain members of the staff. School-owned computers and other devices should be used primarily for business purposes. The use of computers and other devices, including off-campus use, is governed by the policies in Section 11.1 ("Email/Internet Use") above.

Employees are expected to take precautions to ensure that laptops and other devices are not stolen, lost, or damaged. If laptops and other devices are lost, stolen, or otherwise damaged such that they cannot be restored to normal working order, the employee may be responsible for the cost of replacing the laptop or other device. In case of theft or loss, the user must file a report with the police department of the locality from which the laptop or other device was stolen or lost and provide a copy of the police report immediately to the Chief Operating Officer. Users are encouraged to check their home insurance policies regarding coverage. Ingenuity Prep Public Charter School will evaluate the circumstances of the theft or loss to determine if the required reimbursement should be waived.

All laptops and other devices must be returned to the School not later than the business day that follows the date on which the employee no longer has a School-related need for the computer or employment terminates, whichever occurs earlier. The School may request an employee return a computer or other device at any time. The School will take appropriate action to recover any laptop that is not returned in a timely manner.

11.3 Social Media

While Ingenuity Prep encourages its employees to enjoy their off-duty time, certain activities on the part of employees may become a concern if they have a detrimental effect on our school community. In the area of non-School-sponsored social media (print, broadcast, digital, and online services such as Facebook, LinkedIn, Twitter, Instagram, Snapchat, among others), employees may use such media in any way they choose as long as such use does not negatively impact our school community. For this reason, Ingenuity Prep reminds individuals that the following guidelines apply in their use of social media, both on and off duty:

1. If an employee publishes any personal information about him or herself, another employee of the organization, the school, a student, or other community member in any public medium (print, broadcast, digital, or online) that:
 - a. negatively affects any student or family;
 - b. violates a student's privacy rights under Family Education Rights & Privacy Act (FERPA);
 - c. interferes with the work of any employee;
 - d. creates a harassing, demeaning, or hostile working environment for any employee;
 - e. harms the goodwill and reputation of the school among its peers or in the community at large;
 - f. reveals personally identifiable information, such as social security number, or other confidential personal information, other than wages; or
 - g. tends to place in doubt the reliability, trustworthiness, or sound judgment of the person who is the subject of the information, the employee(s) responsible for such problems may be subject to counseling and/or disciplinary action, up to and potentially including termination of employment, depending upon the severity and repeat nature of the offense.
2. Supervisors should refrain from gaining access to the restricted social media page of a subordinate or a student — for example, by sending or accepting a "friend" request. Any employee may reject, without fear of retaliation, any request from any other employee that, if accepted, would permit access to a restricted social media page — such as a friend or connection request.
3. If you identify yourself as affiliated with Ingenuity Prep (for example, while posting a professional profile on a site such as LinkedIn), make sure that you accurately describe your position and your dates of employment and that your profile is consistent with the way that you want to present yourself to colleagues, families, the Public Charter School Board and others with whom you interact for work-related purposes. Do not post any information to which you have gained access due to your job responsibilities that is confidential personally identifiable, medical or proprietary information or confidential student

information. Upon termination of your employment with Ingenuity Prep, you should stop representing yourself as a current Ingenuity Prep employee, for example, by promptly posting the end date of your employment with the school.

4. Employees may not use their School email address to register for any external social media account or site, or as an identifier needed to participate in any external social media activity, except to engage in social media activity which the School authorize and in furtherance of the School's interests, mission and values.
5. Social media access and use involving school equipment and resources are subject to Ingenuity Prep's Email/Internet (section 11.1), and Computer usage (section 11.2) policies at all times.

How an employee uses social media is not a matter of concern as long as it is consistent with the above guidelines. Employees may address any questions on this policy to Chief Operating Officer.

11.4 Prohibited Taping, or Recording

Without the prior written authorization of Ingenuity Prep, all employees are prohibited from taping, or otherwise recording, or attempting to record, any person, conversation or communication, or activity that occurs at Ingenuity Prep or is directly or indirectly related to its operations. This policy includes those conversations or communications, and activities that in any way involve Ingenuity Prep, employees, families, or any other individual with whom Ingenuity Prep is doing business or intending to do business in any capacity, including but not limited to, vendors, suppliers, consultants, attorneys, or independent contractors. This policy also applies to those conversations and communications, directly or indirectly related to the operations of Ingenuity Prep, with any other third parties unrelated to Ingenuity Prep, including but not limited to, outside legal counsel, auditors, and regulatory officials.

"Taping," and "recording" under this policy includes recording of any conversation or communications, regardless of whether the conversation or communication takes place in person, over the telephone, or via any other communications device or equipment, regardless of the method used to tape or record, and regardless of where the conversation or communication takes place, i.e., whether on or off Ingenuity Prep's premises.

Violations of this policy may result in disciplinary action against the offending employee(s), up to and including termination of employment. Where the conduct engaged in is illegal, violators may also be subject to prosecution under applicable federal, state, or local laws.

12. Restraint Policy

Ingenuity Prep believes that, for all students, positive behavior support strategies can prevent the use of restraint and seclusion. Ingenuity Prep also acknowledges that at times, a student's behavior in an emotional crisis can become so heightened that it will directly challenge the physical safety of him or herself and/or the safety of the others. In such moments of high emotional crisis, school personnel are forced to take drastic steps to manage the student's behavior to protect the student and school community. Thus, Ingenuity Prep has adopted specific physical restraint techniques as appropriate emergency behavior intervention strategies to address only high emotional crisis incidents that place a student or others in imminent danger of physical injury. Ingenuity Prep has also adopted best practices to ensure that the physical restraint used is preventable and respectful of all students' right to safely attend and enjoy school. All staff will be trained in appropriate physical restraint.

Physical restraint techniques are used only as an emergency behavior intervention strategy in one of the following five high emotional crisis situations:

- When a student's behavior presents an imminent threat of or is attempting to do harm to him or herself; or
- When a student's behavior presents an imminent threat of or is attempting to do harm to another; or
- When a student is destroying school and/or personal property in such a manner that it presents an imminent threat of may bring harm to him or herself; or
- When a student is destroying school and/or personal property in such a manner that it presents an imminent threat of may bring harm to another; or
- When a student is trying to flee a safe school area into an unsafe area (i.e. running into the street, running away from school premises, or from staff while outside of school grounds)

Physical restraint will be discontinued as soon as imminent danger of physical harm to the student or others has dissipated.

Every time a student's emotional crisis requires physical restraint, the supporting team member(s) should take the following steps:

- Document the incident by logging it in the school's SIS. In documenting the incident, note what initial de-escalation strategies were used and which of the five crisis situations noted above led to the necessary restraint.
- Contact the student's parent/guardian by email before the end of school day and share a report of the incident, using the same language logged in the SIS report.

13. Tobacco-free and Drug Testing Policy

13.1 Tobacco-free Policy

For the health and safety of students, staff, and visitors to Ingenuity Prep Public Charter School and pursuant to District of Columbia law, there will be no use of tobacco products within the facilities and upon the school premises at any time, or when supervising students in any setting. Staff members, when on an approved break, are not to use tobacco products in public spaces near the school that are easily visible to students and visitors. Employees found to be in violation of this policy may be subject to discipline.

13.2 Drug Testing Policy

Ingenuity Prep is committed to providing and maintaining a workplace that is safe and productive. To that end, Ingenuity Prep does not tolerate the possession, sale or use of illegal drugs, the improper possession, sale or use of other controlled substances, or the possession, sale or use of alcohol while at work or engaged in work-related activities. In addition, employees are required to report to work able to competently and safely perform their job duties.

13.2.a Eligibility

All employees.

13.2.b Procedures

All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs (including marijuana, regardless of prescription) or other unauthorized or mind-altering or intoxicating substances while on Ingenuity Prep property (including parking areas and grounds), or while otherwise performing their work duties away from Ingenuity Prep's premises. Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with the prescription.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work (including marijuana, regardless of prescription) and from having excessive amounts of otherwise lawful controlled substance in their systems.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's ability to perform the essential functions of his or her job.

13.2.c Prescription Drugs

With the exception of medically prescribed marijuana, the proper use of medication prescribed by your physician is not prohibited; however, we do prohibit the misuse of prescribed medication. Employees' drug use may affect their job performance, such as by causing dizziness or drowsiness. Employees are required to disclose any medication that may cause a risk of harm to the employee or to others in performing their job duties. It is each employee's responsibility to determine from his or her physician whether a prescribed drug may impair job performance.

13.2.d Notification of Impairment

It shall be the responsibility of each employee who observes or has knowledge of another employee in a condition that impairs the employee in the performance of his or her job duties, or who presents a hazard to the safety and welfare of others, or is otherwise in violation of this policy, to promptly report that fact to his or her immediate supervisor.

13.2.e Drug/Alcohol Testing

Employees may be required to submit to drug/alcohol screening whenever Ingenuity Prep has a reasonable suspicion that an employee has violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, attendance or behavioral changes.

13.2.f Discipline

Violation of this policy or any of its provisions may result in disciplinary action up to and including termination of employment.

13.2.g Enforcement

To enforce this policy, Ingenuity Prep may investigate potential violations and require employees to undergo drug/alcohol screening, including urinalysis, blood tests or other appropriate tests and, where appropriate, searches of all areas of Ingenuity Prep's physical premises, including work areas, personal articles, employees' clothes, desks, and personal vehicles. Employees who refuse to cooperate with searches or investigations, refuse to submit to screening or fail to execute consent forms when required by Ingenuity Prep will be subject to disciplinary action up to and including termination of employment.

13.2.h Investigations/Searches

When a manager or supervisor has reasonable suspicion that an employee has violated this policy, the supervisor, or his or her designee, may inspect vehicles, work areas, desks, purses, briefcases, backpacks and other locations or articles without prior notice to ensure a work environment free of prohibited substances. An employee may be asked to be present and remove a personal lock from a locker or locked container. A locked locker or container does not prevent Ingenuity Prep from searching such article. Employees therefore should have no expectation of privacy for personal belongings brought onto Ingenuity Prep premises and locked in a locker or locked container. When an employee is not present or refuses to remove a personal lock, Ingenuity Prep may do so for the employee and compensate the employee for the lock.

13.2.i What Happens When an Employee Tests Positive for Prohibited Substances

All employees who test positive in a confirmed substance test will be subject to disciplinary action up to and including termination.

13.2.j Employee Assistance

Ingenuity Prep will provide reasonable accommodations to employees who abuse alcohol or drugs by providing unpaid leave to enroll in a qualified treatment program. Employees may use accrued, unused sick leave when taking leave under this policy. Failure to enter, remain or successfully complete a qualified treatment program may result in termination of employment. Confidentiality of records and information will be maintained in accordance with all local, state and federal laws.

Entrance into a treatment program does not relieve an employee of the obligation to satisfy Ingenuity Prep's standards regarding employee performance, and participation will not prevent Ingenuity Prep from administering discipline for violation of its policies or relieve the employee of his or her responsibility to perform his or her job in a safe and efficient manner. Ingenuity Prep may require any employee who has gone through substance abuse treatment to be evaluated by a Company-selected physician before being allowed to return to work.

14. Code of Ethics

The Board of Trustees (the “Board”) of Ingenuity Prep Public Charter School has developed and adopted the following Code of Business Conduct and Ethics (the “Code”). The Code is intended to provide a guide for the ethical conduct of all Ingenuity Prep Board members, officers, and employees to help them identify and address ethical issues and providing a process for the reporting of unethical behavior. Above all, the Code provides a framework for the development of a culture of high standards for professional ethics and conduct. As no Code or set of policies could fully anticipate or address all possible situations, the spirit of the honest and accountability expressed by the Code and by law should guide individuals in their decision making. Inherent in the Code is belief that individuals should exercise good judgment—doing what is right even when no one is looking.

Board members and officers of the organization have an added role of responsibility under the Code. As representatives of the organization, Board members and officers should be models for ethical conduct and decision making. As those with influence over the actions of others within the organization, managers and supervisors must act to provide guidance to employees when questions arise concerning the Code. Furthermore, managers and supervisors must work to develop an environment in which employees are freely permitted to express any and all concerns related to failure to adhere to or act in the spirit of the Code.

Principles of Ethical Conduct

14.1 Conflicts of Interest

All Board members, officers, and employees must avoid all conflicts of interest between the individual and Ingenuity Prep Public Charter School. A conflict of interest is defined as a situation in which the personal or professional interests of an individual are potentially at odds with the interest of Ingenuity Prep Public Charter School. Board members, officers and employees should not give, offer or promise, directly or indirectly, anything of value to any person, firm, corporation or government agency that sells or provides a service to, competes with Ingenuity Prep or has oversight authority. Examples of violations of the Conflicts of Interest policy are holding an ownership or financial interest in a firm and accepting gifts, money or services from a vendor. In the event that conflict of interest, or the appearance of a conflict, arises, individuals are required to report the potential conflict to the CEO, if the individual is an employee, or the Board Chairperson, if the individual is a Board member. The policy does not prevent employees from exercising their Section 7 rights under the National Labor Relations Act.

14.2 Confidential Information

All Board members, officers, and employees are required to ensure the confidentiality of all confidential information provided to them or obtained by them. The confidentiality of all confidential information must be maintained except when disclosure of such information is authorized by the Board Chairperson, the CEO, or is required by law. Confidential information is defined as any a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to Ingenuity Prep’s business that Ingenuity Prep has not made public or authorized to be made public, and that is not generally known to the public through proper means. Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment. If an employee is uncertain whether certain information should be treated as confidential, the employee should presume that such information is confidential and not disclose it without proper authorization.

14.3 Compliance With Laws, Rules, and Regulations

All Board members, officers, and employees shall comply with all local, state, and federal laws, rules, and regulations. In all cases, federal, state and local laws take precedence over any and all principles laid out in the Code.

14.4 Fair Dealing

All Board Members, officers, and employees shall act in the spirit of honesty and fair dealing in interactions with Ingenuity Prep's students, families, suppliers, competitors, the Public Charter School Board, and employees. Individuals should not seek to take advantage of others through the use of deceit, manipulation, abuse of privileged information, misrepresentation of material facts, or any other unfair practices.

14.5 Reporting of Illegal or Unethical Behavior

All Board members, officers, and employees should work to promote a culture of ethical conduct and decision making. Employees are encouraged to seek the counsel of the appropriate supervisor when unsure about the appropriate course of action in any situation that arises. Further, all Board members, officers, and employees are required to report violations of laws, rules, regulations or the Code to a supervisor and/or the necessary authorities. All individuals should act in accordance with the spirit of the Code in ensuring that reporting of violations meets ethical obligations of individuals, not only legal obligations. In all matters of reporting of illegal or unethical behavior made in good faith, Ingenuity Prep will not tolerate any acts of retaliation.

14.6 Compliance and Non-Compliance with the Code

All Board members, officers, and employees should report any violations of the Code in a full, fair, accurate, and timely manner to the CEO or the Board Chairperson. All reported violations of the Code are to be investigated by the Board of Directors or a designee of the Board of Directors, in accordance with structures laid out in the organizations by-laws.

15. Whistle-Blower Protection Policy

Ingenuity Prep Public Charter School (the “Organization”) requires board members, officers, employees and volunteers (collectively, “Covered Persons”) to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. Covered Persons must comply with all applicable laws and the Organization’s Code of Ethics.

15.1 Reporting Procedure.

The Organization seeks to have an “Open Door Policy” and encourages Covered Persons to share their complaints and concerns regarding the Organization and its operations with someone who can address them properly. In most cases, a Covered Person should present their concerns to the CEO, as the CEO is generally in the best position to address the area of concern. However, if a Covered Person is not comfortable speaking with the CEO or is not comfortable with the CEO’s response, the Covered Person is encouraged to speak with their supervisor or anyone on the Board whom the Covered Person is comfortable in approaching. Supervisors are required to report complaints or concerns about suspected ethical and legal violations in writing to the Organization’s Compliance Officer (described below), who has the responsibility to investigate all such reports.

15.2 No Retaliation.

No Covered Person who in good faith reports a violation of the law or the Organization’s Code of Ethics will suffer harassment, retaliation or adverse employment consequence. Anyone who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment or removal, as applicable. This Whistleblower Policy is intended to encourage and enable persons to raise serious concerns within the Organization prior to seeking resolution outside the Organization.

15.3 Compliance Officer.

The Organization’s CEO will act as the Organization’s Compliance Officer. The Compliance Officer is responsible for investigating and resolving all complaints and allegations from Covered Persons concerning violations of any applicable law or the Organization’s Code of Ethics. The chairman of the Board or their designee will take on the Compliance Officer role if the complaint involves the CEO.

15.4 Good Faith Requirement.

Anyone reporting a complaint concerning a violation or suspected violation of the law or the Organization’s Code of Ethics must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

15.5 Confidentiality.

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

15.6 Handling of Reported Violations.

The Compliance Officer, or the person responsible for carrying out the Compliance Officer’s role with respect to a reported violation or suspected violation, will acknowledge receipt of the reported violation or suspected violation in writing to the complainant within five business days if the complainant’s identity is known. All

reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Appendix A – FERPA Policy

Appendix B – FMLA and D.C. FMLA Notices

Appendix C – Employee Acknowledgement of Receipt of Employee Policy Manual

Employee Acknowledgement of Receipt of Employee Policy Manual

ONE SIGNED COPY TO BE RETAINED BY EMPLOYEE & ONE FOR FILE

I acknowledge that I have received a copy of the Employee Policy Manual, and I understand that it is my responsibility to read and comply with the policies contained in the Employee Policy Manual and any revisions made to it. I further acknowledge that the Employee Policy Manual supersedes all prior oral or written statements by Ingenuity Prep Public Charter School concerning its employment policies, guidelines and benefits.

I understand and agree that Ingenuity Prep Public Charter School reserves the right to change, modify, or delete any of the information, policies, and benefits described in the Employee Policy Manual at any time, with or without advance notice, except to the policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only Ingenuity Prep Public Charter School has the ability to adopt any revisions to the policies in this Employee Policy Manual.

I acknowledge that the Employee Policy Manual contains Ingenuity Prep Public Charter School's Family and Medical Leave policy. I understand that the policy advises me of the steps Ingenuity Prep has taken to comply with the Family and Medical Leave Act of 1993, 29 U.S.C. § 2601, *et seq.*, and the D.C. Family and Medical Leave Act of 1990, D.C. Code § 32-501, *et seq.*, as well as my rights and obligations under those laws. I also understand that I may contact Ingenuity Prep Public Charter School's CEO for further information about Ingenuity Prep Public Charter School's Family and Medical Leave policy.

Additionally, I understand and acknowledge that any accrued but unused vacation or personal leave time will not be paid upon termination of employment. I acknowledge that I have received written notice of my right to request a reasonable accommodation under the Protecting Pregnant Workers Fairness Act of 2014.

Furthermore, I understand and agree that this Manual is neither a contract of employment nor a legal document, and my employment with Ingenuity Prep Public Charter School is at-will and of no definite duration. **Nothing contained in the Employee Policy Manual or any oral representations alter the at-will status of this employment relationship.**

I understand and acknowledge that nothing in this Manual or in any other document or policy is intended to prohibit me from reporting concerns, making lawful disclosures, or communicating with any governmental authority about conduct I believe violates any laws or regulations. I also understand and acknowledge that nothing in this Manual or in any other document or policy is intended to prohibit me from discussing wages, benefits or other terms or conditions of employment with coworkers.

I also understand that Ingenuity Prep Public Charter School reserves the right to modify or alter my position, in its sole discretion, with or without cause or advance notice, through actions other than termination, including demotion, promotion, transfer, reclassification, reorganization, or reassignment. I further understand that no express or implied promise or guarantee with regard to the duration of my employment, wages or benefits is binding upon Ingenuity Prep Public Charter School unless made in writing and duly executed by the Board of Trustees of the Ingenuity Prep Public Charter School and explicitly and specifically identified as an employment agreement or contract.

The Employee Policy Manual describes important information about my employment with Ingenuity Prep Public Charter School and I understand that if I have any questions regarding any materials contained in, or not answered by, the Employee Policy Manual, I should consult with the CEO or Chief Operating Officer.