



# Momentum Academy

# Employee Handbook

## 2023-2024 School Year

### **Momentum Academy District Office**

2000 S. 8th Street  
St Louis MO 63104  
(314) 712-4651

<p>Tower Grove South Campus 3716 Morgan Ford Rd. St Louis, MO 63116 (314)571-5762</p>	<p>Fox Park Campus 2617 Shenandoah Ave St Louis, MO 63104 (314)450-7651</p>
<p>Tower Grove East Campus 2900 South Grand Blvd. St Louis, MO 63118 (314)664-7627</p>	<p>Gravois Park Campus 3630 Ohio Ave St Louis, MO 63118 (314)236-3300</p>

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## Welcome Letter

Dear Team Member,

Welcome to **Momentum Academy**! We are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further **Momentum Academy's** goals.

You are joining an organization that has a reputation for inspiring leadership, innovation, and an organization that cares for our scholars, team members, parents, and community. We truly believe in confidence, character, and community!

With your commitment, **Momentum Academy** will continue to ensure our scholars are provided with a solid foundation to pursue any trajectory they choose to positively impact our community. We sincerely hope you will take pride in being an important part of our team.

As of July of 2022, After nine years of service in the City of St. Louis community, Eagle College Prep was renamed to **Momentum Academy**. Momentum Academy believes in supporting scholars in reaching their full potential, by providing curriculum grounded in grade level expectations, access to character embedded instruction, and opportunities to flourish. Momentum Academy is a community focused environment, with rigorous academic expectations, where confidence is embedded in those we serve.

Welcome to the team! I wish you success in your new role.

Sincerely,

Dr. Miranda Ming

Executive Director Ph.D

# Who is Momentum Academy?

Momentum Academy is a public charter school district that is committed to serving families in the City of St. Louis. Momentum Academy is managed by the Momentum Board of Directors, an independent group of community members who are committed to the mission and vision of Momentum schools. Our charter is held by the Missouri Charter Public School Commission. Momentum Academy has four locations in south St. Louis City: Tower Grove South, Fox Park, Tower Grove East and Gravois Park. The central office is located in the Soulard neighborhood. Momentum Academy has over 150 staff members committed to serve over 750 Pre-K through 8th grade scholars each year.



Fox Park  
2617 Shenandoah Ave.  
St. Louis, MO 63104



Gravois Park  
3630 Ohio Ave.  
St. Louis, MO 63118



Tower Grove East  
2900 S. Grand Blvd.  
St. Louis, MO 63118



Tower Grove South  
3716 Morganford Road  
St. Louis, MO 63116

## Mission

Momentum Academy promotes academic excellence in an environment of mutual care and support that builds **character**, **confidence**, and **community** among each and every one of our scholars so that they reach their full potential.

## Vision

Momentum Academy provides the highest level of academics to prepare the next generation of leaders to move toward greater educational and personal well-being so they can impact their families and communities in positive ways.

## Norms: IBC

1. **Interactions: Be Mission Aligned**  
All interactions have scholars at the center
2. **Behaviors: Assume positive intent**  
Actions, words, and deeds are grounded in the AIMS
3. **Communication: Lead from the front**  
Follow the communication protocol (Region to region, region to principal, principal to staff) to ensure efficiency

## Core Values

1. Solutions Driven
  - Take initiative to solve the problem on your own first
  - Don't just present the problem collaborate around it to solve
  - Address the problem head on without being scared to ask for help
  - Be proactive not reactive
2. Integrity
  - Be honest and own it
  - Follow through with your commitments
  - Do what's right even when it is uncomfortable
3. Joy
  - Acknowledge with positivity
  - Build purposeful relationships
  - Celebrate success
4. Together we can
  - Everybody's voice matters
  - Lend a hand
  - Be open to share your challenges so others can support and collaborate
5. Love Above All Else
  - See the person
  - Assume positive Intent
  - Respond with compassion

# Graduate Aims

When our scholars leave Momentum Academy after 8th grade, it is the aim of Momentum that they embody 8 core attributes that are aligned to the pillars of Confidence, Character, and Community, and are integral to their success in any trajectory they choose:

Domain	Indicator	Descriptor
Confidence	Academic excellence	Actively engage in rigorous learning experiences to achieve mastery within all core content areas needed for college and career access and persistence.
	Critical thinking	Demonstrate the ability to use higher order thinking and reasoning to ask questions, identify problems, and generate evidenced-based solutions.
Character	Self-awareness	Reflect on and understand their own identity, emotions, and place in the world, and use this information to inform their actions and motivations.
	Empathy	Demonstrate the ability to understand and respond sensitively to the experiences, perspectives and feelings of others.
	Integrity	Exhibit honesty in words and actions and do the right thing even when it's challenging.
Community	Relationship Skills	Possess the ability to initiate, build & maintain healthy relationships, navigate and manage conflicts, and collaborate with diverse groups of people.
	Communication	Effectively apply the broad range of literacy skills (reading, writing, speaking, listening & interpreting) independently and while working with others.
	Leadership	Lead with confidence and persistence, across lines of difference and in service of others, to advocate for community needs and social change.

## About this Handbook

This handbook replaces all previous handbooks and supersedes all earlier oral and written materials about Momentum Academy policies and procedures. This handbook should be considered a set of guidelines and nothing in the handbook is intended to create a contract of continued employment, employment for a specified term, or any contractual obligation or legally enforceable obligations on the part of Momentum Academy. Momentum Academy District leadership will make every attempt to keep all staff members advised and updated about any changes. Updates or adjustments to this handbook may be made at the discretion of the Human Resources department. It is the responsibility of the staff member to take the time to read and understand the following materials. If you have any questions, concerns or comments in regards to the materials in this document, please contact [humanresources@momentumacademystl.org](mailto:humanresources@momentumacademystl.org).



# Employment Relationship

## “At Will” Employment Relationship

Team member’s employment relationship with Momentum Academy is voluntarily entered into and team members are free to resign at any time with or without notice. Similarly, Momentum is free to end any employment relationship at any time, with or without cause and with or without notice. Accordingly, there is no promise that your employment will continue for a set period of time or that a team member’s employment will be terminated only under particular circumstances.

## Equal Employment Opportunity

Momentum Academy is an Equal Opportunity Employer. Momentum Academy is committed to a workplace environment that encourages growth and respect for all current and prospective team members based upon job-related factors such as educational background, work experience, and ability to perform the essential functions of a particular job. It is the policy and practice of this Momentum Academy to prohibit any form of discrimination or harassment based on race, color, age, gender, religion, national origin, disability, marital status, military/veteran status, genetic information, or any other status protected under applicable federal, state, or local law. This policy applies to all aspects of the employment relationship, including recruitment, hiring, compensation, promotion, transfer, and disciplinary action.

Support and belief in this principle is a basic responsibility of all Momentum Academy team members.

Momentum Academy believes that our continued success depends upon our ability to maintain a focus on the attraction, development, and retention of a highly competent workforce and to create a climate for effective and productive use of our human capital. Momentum Academy's management of staff is guided by ethical standards that comply with legal requirements. These standards will be implemented on an affirmative basis to ensure that equality of opportunity is afforded to all applicants and team members.

## Accommodation of Individuals with Disabilities

Momentum Academy complies with the Americans with Disabilities Act (ADA), the Americans with Disabilities Act Amendments Act (ADAAA) and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. Momentum Academy is committed to providing equal employment opportunities to all individuals, including those with disabilities. If an employee is currently disabled or becomes disabled during employment, the employee should contact their supervisor /manager or Human Resources to discuss reasonable accommodations that may enable the employee to perform the essential functions of the job. Momentum Academy may request official documentation of the employee's functional limitations. Momentum Academy is free to choose among equally effective accommodations. Momentum Academy is not required to provide an accommodation that could

cause the business an undue hardship as defined by law.

## **Pets & Service Animals**

Pets may be brought to school for educational purposes or in special situations such as celebrations. It is mandatory to have prior permission from the classroom teacher and school administration. Momentum Academy recognizes that at times an employee may benefit from the use and presence of a service dog animal in the workplace. A service animal is defined as an animal individually trained to do work or perform tasks for the benefit of an individual with a disability. While every effort will be made to accommodate, it may not always be possible due to safety, allergies, locations and other bona fide business reasons.

An employee may complete a written request for the use of a service animal as an accommodation under the American with Disabilities Act (ADA). The request should be submitted to Human Resources via email at [Humanresources@momentumacademystl.org](mailto:Humanresources@momentumacademystl.org) . If an employee's request is approved, a trial day will initially be established to determine if the animal is conducive to the workplace. Additional information will be provided by Human Resources on a case by case basis.

An employee who requires the help of a service animal may be permitted to bring a service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the company.

An animal may be excluded from the workplace if it:

- Causes any person to experience allergic reactions, fear, or any other physical or psychological discomfort;
- Distracts any employee from their work; or
- Reduces any employee's productivity or quality of work.

The following animals are not permitted

- Reptiles, amphibians, poultry, rodents, and ferrets are not suitable for settings with children under 5 years of age.
- Nonhuman primates, such as monkeys and apes.
- Wild animals are more likely to spread rabies, such as bats, raccoons, skunks, foxes, and coyotes.
- Stray animals and aggressive or unpredictable animals.
- Venomous or toxin-producing spiders, insects, and reptiles. Frogs, snakes, lizards, and other amphibians that may be venomous.

In addition, the following service animals may not be brought to the workplace:

- If they are sick ;
- Animals that have not been properly vaccinated, or that have internal or external parasites; or any disease that is communicable to humans or other animals

- Animals that that make noises such as barking or behave aggressively; or
- Animals that foul the inside or outside of the building.

The employee must provide proof that the animal's vaccinations are up to date annually or upon request. All animals must be leashed and in continuous full control by their owners. Service Animals should be in the physical presence of the owner, in the owner's office, or in the space around the owner's desk at all times. Owners are expected to clean up, completely and immediately, after their animals.

An employee who brings an animal to the office is completely and solely liable for any injuries that result from the presence of the animal or any damage to personal property caused by the animal. Any repair or cleaning/maintenance costs incurred by an animal will be charged in full to the owner. Any concerns with growling, bites, or aggressive behavior will be reviewed and may terminate Momentum Academy's ability to accommodate the request.

**Momentum Academy does require the animal's owner to maintain a liability insurance policy covering damages or injuries caused by the animal while at the work site.**

## Immigration Law Compliance

Momentum Academy is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new team member, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

Former team members who are rehired must also complete the form if they have not completed an I-9 with Momentum Academy within the past three years, or if their previous I-9 is no longer retained or valid. Team members with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Team members may raise questions about immigration law compliance without fear of reprisal.

## Team Member Standard of Conduct

Momentum Academy team members are expected and required to meet acceptable performance standards and conduct themselves in an appropriate manner during the course of their employment. Failure to interact courteously and tactfully with managers, co-workers, parents, scholars, or other individuals to the point that productivity or morale suffers may subject you to immediate disciplinary action, up to and including termination. Various circumstances may arise requiring the discipline and/or immediate termination of a team member. Momentum Academy recognizes that each problem which may arise in the workplace will present a unique set of circumstances. Therefore, Momentum Academy retains the discretion to determine the nature and extent of any discipline based upon the circumstances of each individual case and this in no way

alters the at-will status of team members. Team members should be aware that violation of any of the following team member standards of conduct may result in disciplinary action, including unpaid suspension or termination of employment.

All team members benefit from an atmosphere of good ethical conduct. Team members who are aware of suspected misconduct, abuse of Momentum Academy's assets, or other violations of this policy are responsible for reporting such matters to their manager or Human Resources.

Examples of prohibited conduct are listed below. The rules described below are not intended to be all inclusive.

- Being in disregard of, inattentive to, or refusing to comply with working directions and instructions received from supervisors.
- Willful violation of Momentum Academy or government rules and regulations.
- Dishonesty of any kind in relation to Momentum Academy.
- Vandalism, destruction of property, neglect or theft of Momentum Academy's property, the property of Momentum Academy's team members, or property of others entrusted to Momentum Academy.
- The use of Momentum Academy's time, materials, facilities, or equipment for purposes not related to the business.
- Any action constituting a criminal offense substantially related to one's job duties. Team members may be disciplined for off duty criminal offenses which substantially relate to their employment with Momentum Academy. (Note: Team members who commit criminal acts at school will also be subject to prosecution to the fullest extent of the law.)
- Failing to perform work up to the standards expected of Momentum Academy's team members.
- Excessive or unexcused absences or tardiness, including violation of any rule pertaining to attendance.
- Misrepresentation of facts or falsification of records, including but not limited to, personnel records, timecards or payroll records, reasons for requesting leave of absence or time off, and information in connection with the obtaining of team member benefits or misuse of such benefits.
- Disclosing or using confidential or proprietary information without authorization.
- Failure to return to work upon expiration of authorized leave, unless a valid excuse is given, or leave is extended.
- Failure or refusal to perform work as required or directed.
- Engaging in any acts of violence, threats of violence, disorderly conduct, horseplay, and intimidating conduct, foul or abusive language or interfering with another team member's work activities.
- Bringing liquor, drugs, or any controlled substance onto Momentum Academy's property; consuming liquor or using drugs or any controlled substance on Momentum Academy's property; entering Momentum Academy's property under the influence of liquor, drugs, or controlled substances. Being under the influence of drugs or alcohol for the purpose of this policy means having any measurable amount of drugs, alcohol, or non-legally prescribed controlled substance in your system.
- Sexual, verbal, physical, written, or visual forms of harassment directed at any person associated with Momentum Academy including parents or board members, or discriminatory treatment of team members or applicants which such discrimination or

harassment is based on race, color, national origin, gender, age, disability, or any other protected status. This prohibition also covers any form of sexual harassment, including unwelcome sexual advances, requests for sexual favors, and other verbal, visual, written, or physical conduct of a sexual nature.

- Engaging in conduct which is inconsistent with the mission of Momentum Academy
- Engaging in any commercial activity, including outside employment, which conflicts with or gives the appearance of conflicting with the interests of Momentum Academy, without first having obtained the written consent to such activity by the Executive Chair/CEO or Executive Director.
- Knowingly permitting unauthorized persons to be in or on Momentum Academy's property.
- Violation of or failure to comply with any of Momentum Academy's policies or procedures as well as any of the school's individual policies or procedures.

## Team Member Conduct with Scholars

Charges of child molestation and sexual harassment, whether deserved or not, have recently resulted in many issues for institutions and their team members. These have become very sensitive issues and have required that special precautions be taken to avoid even a suspicion of such actions. Therefore, team members and volunteers of Momentum Academy must observe special practices with children as well as with adult clients.

## Reporting of Child Abuse and Neglect Policy

Board Policy Manual SECTION 1. Mandatory Reporters

The following individuals are mandatory reporters:

- Teacher
- Principal
- School official
- Any other person with responsibility for the care of children

Section 2. Reporting.

Section 2.1. All mandatory reporters have a duty to report suspected child abuse and neglect, including truancy and educational neglect to the Missouri Department of Social Services, Children's Division. Such report shall be made via the Child Abuse and Neglect Hotline or the Online Mandated Reporting portal.

Section 2.2. Mandatory reporters who know or have reason to believe that a child has been or may be subject to abuse or neglect by any person shall also report such belief to their supervisor.

Section 2.3. Any other school employee who is not a mandatory reporter shall report any suspect child abuse or neglect to their supervisor. If their supervisor is not a mandatory reporter, the employee shall report the suspected abuse or neglect to both their supervisor and a mandatory reporter.

SECTION 2.4. An oral report shall be made immediately, but in no case later than 24 hours from the time there is reasonable cause to believe a child has been abused, by telephone or otherwise and followed by

a report in writing, if requested, to a child welfare agency providing protective services, as designated by the Children's Division, or, in the absence of such agency, to an appropriate police authority or LEA attorney.

## **Classroom Conduct**

No team member or volunteer shall be alone with any scholar, regardless of age or gender, behind a closed door or in any other isolated situation. When a situation arises that calls for a team member to be alone with a scholar, it is the team member's responsibility to move to an open location, or to seat him/herself and the scholar where they are completely visible to a passerby. Under no circumstances, except in an emergency, may a team member tape up, block, or cover up windows in such a way as to prevent outsiders from being able to see into a classroom. Classroom doors must remain unlocked until the close of the day, except when rooms are unoccupied or in the event of an emergency as called for specifically in an emergency procedure.

## **Transportation**

Team members are not to transport scholars in their private vehicles. If team members transport scholars in private vehicles, they do so on a voluntary basis and are not acting as team members or agents of the school. In circumstances where a scholar is in physical danger, team members should consult the Executive Director or the police prior to transporting a scholar in a personal vehicle.

## **Safety**

Although most safety regulations are consistent throughout each department and program, it is the responsibility of employees to identify and familiarize themselves with the emergency plan for their working areas. Each facility should have posted an emergency plan detailing procedures in dealing with emergencies such as:

- Fire.
- Weather emergencies.
- Medical emergencies.
- Workplace violence.

It is the responsibility of employees to complete an Accident and Incident Report for each safety and health infraction that occurs by employees or that employees witnesses.

Failure to report such an infraction may result in employee disciplinary action, including termination. Each employee should sign a safety statement during new employee orientation. Furthermore, management requires that every person in the organization assumes the responsibility of individual and organizational safety. Failure to follow Momentum Academy's safety and health procedures or conduct that places the employee, volunteer, client or agency property at risk may lead to employee disciplinary action or termination. The health and safety committee and the Chief Operating Officer have the responsibility to develop, and the authority to implement, the safety and health program in the interest of a safer work environment.

# Staff - Scholar Communication Policy

All staff members are required to perform their duties in a professional manner that serves as a positive role model for students. Momentum recognizes there are advantages to communicating with students for educational purposes using a variety of effective methods, including electronic communication (not limited to social networks, texting, and emails). When communicating electronically with students, staff members are required to use district-provided devices, accounts, web pages and social networking sites when available. Staff use of any electronic communication is subject to the district's policies, regulations and procedures including, but not limited to, all federal, state, local laws, and district policies, regulations, procedures and legal requirements governing the confidentiality and release of information about identifiable students.

Accordingly, the District expects all employees and staff to:

Refrain from the following conduct:

1. Using District computers to access their personal social media accounts.
2. Allowing students to access employees' personal social media accounts.
3. Classifying or characterizing students or former students as a "Friend" or other special or exclusive contact on their personal social media accounts or allowing students or former students access or contact that would not otherwise be accessible by the general public to their personal social media accounts.
4. Improperly discussing students or former students on social media/networking sites, including but not limited to; harassing or inappropriate content. Harassment includes slurs, comments, jokes, innuendoes, unwelcome compliments, cartoons, pranks, or verbal conduct relating to an individual that (1) have the purpose or effect of creating an intimidating, hostile or offensive environment; (2) have the purpose and effect of unreasonably interfering with an individual's work or a student's school performance, or (3) interfere with school operations.
5. Discussion or posting of confidential or proprietary information about the District, its employees, students or agents on social media and personal websites.
6. Use of District logos or images, etc., on personal websites or social media sites/networks.
7. Making any unprofessional comments on a social media site that negatively portrays Momentum Academy, Momentum Academy Employees or Staff or Momentum Academy Students or former Students, including profanity, threats, bullying or encouraging others to engage in similar conduct.
8. Allowing students and former students to access or operate the employee's personal electronic devices, including, but not limited to, cell phones, personal computing devices, etc., except in emergency situations.
9. Using, accessing or operating a student's personal electronic device, including, but not limited to, cell phones, personal computing devices, etc., except in emergency situations.
10. Communicating with students about topics that are sexual in nature, sexually suggestive, verbally or by any form of written, pictorial or electronic communication, or is otherwise inconsistent with Board

policy.

11. Discussing the staff member's personal problems with or in the presence of students.
12. Sponsoring parties for students outside of school unless as part of an extracurricular activity that is appropriately supervised by additional staff members.
13. Inviting students to the staff member's home.
14. Giving gifts that are not related to an educational purpose to individual students.
15. Posting pictures obtained through their connections with the district or information on personal websites or personal social networking websites without permission from a supervisor.

Staff cannot use electronic media for communication with students unless such electronic media is available and accessible to school district administrators and the child's/student's legal custodian, physical custodian, or legal guardian.

Employees, who have a demonstrated need to communicate with students electronically, via social networking sites or by other electronic means, away from the school setting must notify the top level building administrator prior to engaging in such conduct.

Employees who set up and maintain personal electronic social media/networking sites on their home or personal computers are responsible for the content of their websites including, but not limited to: content added by the employees, their friends or members of the public who can access their websites; or content that is linked to the employee's websites. Employees who set up personal websites do so at their own risk.

Employees are strongly encouraged to keep their personal websites and other electronic networks private and to prevent students and former students and the parents of students from accessing their personal websites.

Staff Member – For the purposes of this policy, a staff member is a district employee or volunteer with the district, including but not limited to part-time employees, substitute employees, or vendors doing business with the District.

Student – For the purposes of this policy, the term “student” is any student attending any Momentum Academy school.

Former Student – For the purposes of this policy, the term “former student” is any person who was at one time a student at the school at which the teacher is employed and who is eighteen years of age or less and who has not graduated.

Additionally, the District expects all contractors and non-employee visitors and persons doing business with the District who is authorized to be on District property to observe and abide by these guidelines.



## **Training Loss Prevention Training**

All employees will be assigned mandatory training in accordance with board policy, Missouri Statute, and insurance guidelines. Employees are responsible for ensuring that they successfully complete all assigned training as directed by the district in the timeframe provided. Failure to successfully complete assigned training may result in disciplinary action up to and including dismissal.

## **60 College Credit Hour Employees**

All employees with 60 college credit hours must obtain a four-year substitute teaching certificate through the Department of Elementary and Secondary Education within 30 days. Employees may use either 6635 or 2301 for the fingerprinting process to obtain their substitute teaching certification. Failure to obtain the proper certification will result in disciplinary action.

Paraprofessionals without 60 college credit hours working in the elementary buildings will be required to provide a passing score on the Paraprofessional Assessment. Anyone less with less than 60 credit hours will have to take a Paraprofessional assessment.

## **Substitutes**

Substitutes are needed during the school year in all areas (teacher, secretaries, nurses, aides, bus driver, and custodial). Substitutes are used on an as-needed-basis only. Once they have completed an application and received a criminal background check clearance, administrators will be notified of their availability. The district has the intent of continuing to use these substitutes from year to year unless notified by the substitute that they wish to no longer be used. Any classified employee with a minimum of 60 college credit hours will need to keep a valid teaching certificate or obtain a four year substitute teacher certificate. The certificates must be renewed prior to expiration dates. Anyone with certification will need to provide the district with a copy of a college transcript indicating at least 60 hours of credit. An official transcript and fingerprint results must be on file with DESE.

## **General Conduct**

All team members are expected to behave in a professional manner that sets an example for scholars. Team members are expected to exercise sound judgment in their conversations and dealings with scholars and parents. Team members should not engage in inappropriate or sustained physical contact with scholars. Team members should command respect by being respectful and by correcting scholars who behave in a disrespectful way. At all times, team members should expect scholars to refer to them by their professional name. Violations of these directives could result in immediate termination.

## **Conflict of Interest**

No team member of Momentum Academy will maintain an outside business or financial interest, or engage in any outside business or financial activity, which conflicts with the interests of Momentum

Academy, or which interferes with his/her ability to fully perform job responsibilities. For example, and not by limitation, if your job responsibilities include purchasing, or you are in a position to influence such purchases, you should have no proprietary or financial interest in any business that furnishes products, materials, or services to Momentum Academy or in any related transaction. Nor may you benefit directly or indirectly from a third party who furnishes products, materials, or services to Momentum Academy. Such activity may result in termination of employment. Any such possible conflict should be discussed with your manager and/or Human Resources to avoid any future problems.

## **Secondary Employment**

Momentum Academy recognizes that a team member may accept secondary employment or participate in other activities or organizations. Team members are expected to be available for all scheduled work, including overtime, as needed. Any outside interests, business, financial activity, or employment which affect job performance or result in a direct or indirect conflict of interest or competition will not be permitted. Speak to your Manager if you encounter a situation which appears to conflict with this policy.

## **Employment of Relatives**

The goal of Momentum Academy is to hire the best qualified persons as members of the faculty, administration, and staff. Momentum Academy also needs to protect itself against conflict of interest, whether real or perceived. This policy is intended to reinforce the commitment to employment practices which create and maintain constructive working relationships and are consistently applied to all team members and to applicants for employment.

Team members may refer friends and relatives for possible employment and such referrals are processed in accordance with the regular procedures used for all applicants. Employment decisions are based on each applicant's qualifications and work history. Policies and procedures governing hiring practices must be followed and candidates will not be given preferential treatment for either employment or an internal job change based on any family or cohabitating relationship.

For reasons of supervision, safety, security, and morale, relatives and members of the same household cannot be employed at the same school location and/or where one has supervisory responsibility for the other or makes employment decisions pertaining to the other. Prior to hire or internal job changes, approval by Human Resources is required whenever any relative or cohabitant is being considered for employment.

For purposes of this policy only, relatives are defined as the team member's related by blood, marriage, legal guardianship or anyone living in the same household.

This policy shall not cause any reassignment or discontinuity of employment based on existing relationships which may otherwise violate the terms of this policy. However, when such relationships exist or develop during the course of employment it is the responsibility of both parties to make

their leader(s) aware. Every effort will be made to avoid conflicts by consulting with the Executive Director and Human Resources and restructuring evaluation and supervisory responsibility whenever possible.

## **Internal Application Policy**

The goal of Momentum Academy is to retain, grow, and develop members of the faculty, administration, and staff.

### **Eligibility**

Team members must have remained in their current position for at least six months prior to being eligible to apply for other internal positions. They must be a current, active team member. Team members who are currently under investigation, suspension, disciplinary review, corrective action, performance improvement plan (PIP) or equivalent are not eligible to apply.

### **Internal Application for Process**

All positions will be posted internally for at least three business days. Internal applicants must apply through the career's website portal and complete the recruitment process. Team members must meet all minimum qualifications for the role that they wish to obtain and be able to provide proof of qualification to Human Resources prior to receiving an invitation to interview.

Team members may apply for internal positions and seek additional information from Human Resources confidentially prior to notifying their current Principal. However, if the team member is selected to be interviewed during the hiring process, the team member must notify their Principal prior to the interview. Human Resources will also contact the Principal and Regional Executive Director to provide notification.

If a current team member is selected for promotion at another location within the network, a mutually satisfactory period of notice, determined by the Principals in collaboration with the team member, is required for the team member to transition. All promotion and transfer effective dates must align with payroll periods.

If a team member's promotion leads to a change in benefit eligibility, they are required to complete a new benefit enrollment period within the first 30 days of their new role.

An internal application does not guarantee a promotion or transfer.

### **School Location Transfer**

Team members may request a transfer from one location within the network to another. To begin the transfer process the team members must complete an internal application. If eligibility of transfer qualifications has been met, the Principal may make a recommendation to the requested location's Principal for interview. All candidates for transfer must interview for the requested position. If selected for the position, both current and hiring Principals must approve an offer letter that will be routed to the Regional Executive Director for final approval.

In general, no compensation increase is provided for a lateral transfer as there is no increase in the level of responsibility or a change in job duties. An exception to this policy may be granted if the transfer takes place during the team members merit review period.

## **Rehire Policy**

### **Eligibility**

Team members who were under investigation, suspension, disciplinary review, corrective action, performance improvement plan (PIP), or equivalent at the time of their departure from the organization are ineligible for rehire. Team members who were separated due to job abandonment are also ineligible for rehire.

### **Rehire Application Process**

All re-hire applicants must apply through the career's website portal for consideration and complete the recruitment process. Employment is contingent upon passing the required background and reference check, providing a copy of official transcripts for highest degree earned if not already on file, and a credit check if applicable to the offered role. In addition, employment is contingent upon acceptance of all company policies including the Code of Conduct. Team members who left on good circumstances can reapply and are eligible for rehire upon the discretion of leadership.

### **Status Upon Rehire**

Previous history of employment will be considered to comply with state, federal, and benefit plan requirements. Team members that have experienced a break in service that is less than 30 days will be awarded prior eligibility status for paid time off.

## **Merit Increase Policy**

### **Purpose**

Each year, Momentum Academy will determine the pool of merit increase funds available. Both the objectives of the compensation program and financial resources available will be considered in the decision-making process.

Merit pay is used to reward successful performance. The amount of the merit increase will directly correlate to the team member's performance and outcomes throughout the year.

Increases in pay will be available for promotions, individual performance, KSI's that are being monitored to develop succession planning through great work of internal leadership.

### **Eligibility**

In order to be eligible for a merit increase, a team member must be employed with at least six months of continuous service before the merit award date.

A team member whose pay is at the maximum of the salary range may not be granted an increase that would cause the base salary to exceed the maximum of the range for that position.

## **Determination of Merit Increase**

In accordance with Momentum Academy's guidelines, supervisors will recommend a) whether a team member should receive any merit increase based on his or her annual performance review and b) the amount of increase appropriate based on the performance results.

The following factors are the basis for awarding merit pay to team members:

- The team member's performance as reported in the annual performance review.
- The appropriate pay level within the range for the team member considering the team member's performance and performance of others in the range.
- Pay increase funds available.
- Recommendations of supervisors, as approved by the management team.

## **Review of Merit Increase**

Merit increases require the recommendation of the team member's immediate supervisor and the approval of team member's supervisor, Human Resources and Finance. Team members are to be notified of their merit increase as soon as possible after all team member merit increases for the year have been approved.

## **Performance reviews**

Team member performance is to be formally reviewed at least quarterly. Having quarterly reviews which is four times a year gives us accurate data that provides us good feedback on what we need to improve on as leaders, which help refine our staff and to encourage transparency through development and individual goals. The focus of the review is to discuss the team member's performance for the rating period, review standards for the position, communicate the amount of the team member's merit increase and set goals for the next rating period. Performance reviews, and continuous improvement will be heavily emphasized through coaching check in once a week and coaching skills that will enhance the life cycle of the team member.

## **Discipline and Corrective Action**

When team members do not perform their jobs up to Momentum Academy expectations, they can expect that their manager will attempt to work with them to improve their performance. There is no set order of steps that a manager must take in his or her efforts to assist the team member to perform his or her job. The actions taken are at the Manager's discretion, in consultation with Human Resources, and may be determined on a case-by-case basis. The Manager may utilize all or some of the following tools up to and including termination, in their sole discretion to attempt to improve the team member's performance:

- Formal discussions
- Verbal warnings
- Written warnings
- Performance probation
- Suspension (with or without pay)
- Demotion
- Immediate termination

These tools provide a framework in which to advise the team member of performance deficiencies while, if appropriate, providing the team member with a reasonable time to improve his or her performance. The process is intended to provide team members with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with Momentum Academy's policies and procedures and/or other disciplinary problems.

Every team member is employed "at-will", meaning Momentum Academy is free to end any employment relationship at any time, with or without cause and with or without notice. Only the Executive Chair/CEO of Momentum Academy can enter into an agreement contrary to this policy. Any such agreement must be in writing and signed by both the team member and their current manager. A team member's efforts to successfully improve his or her performance, or actual attainment of improved performance, are not a guarantee of continued employment. An exit survey will be asked by you if you voluntarily leave.

## **Performance Improvement Plan**

A performance improvement plan is an opportunity for a team member to demonstrate an ability to improve specific aspects of performance in a set period of time (often one, two, or three months). Should a team member's Manager or Human Resources determine that a performance improvement plan is warranted, a team member will be provided with a written description of the improvement that is required, the objectives or goals that must be met, and the time frame in which the improvement must be demonstrated. Failure to successfully complete a performance improvement plan will most likely lead to termination. Momentum Academy reserves the right to terminate the team member's employment prior to the end of the improvement plan if it becomes clear that the team member will not demonstrate the required improvement or achieve the established objectives or goals in the remaining time.

## **Termination/Resignation**

Terminations are to be treated in a professional manner by all concerned. Human Resources will assure fair, thorough, and consistent termination procedures. This policy and its administration will be implemented in accordance with Momentum Academy's Equal Employment Opportunity policy.

Every team member is employed "at-will", meaning is free to end any employment relationship at any time, with or without cause and with or without notice. Only the Executive Chair/CEO of Momentum Academy can enter into an agreement contrary to this policy. Any such agreement must

be in writing and signed by both the team member and the Executive Chair/CEO.

Terminated team members are entitled to receive all earned pay. Unused PTO will be forfeited. Contact the Human Resources for more information on continuation of benefits.

Upon termination of employment, the team member must return all Momentum Academy equipment, work product and documents in his or her possession or control. This includes, without limitation, documents, files, records, manuals, information stored on a personal computer or on a computer disc, supplies, and equipment or office supplies. The team member will also return any identification and keys to their manager.

## **Resignation - Voluntary Termination by a Team Member**

A letter or email of resignation to your manager is appropriate for voluntary termination. This should be signed, dated and state what the last working day will be. This will be placed in the team member's personnel file. A team member desiring to terminate employment, regardless of team member classification, is expected to give as much notice as possible. Two weeks or ten working days is generally considered to be sufficient notice time.

Momentum Academy, for any reason, may waive the notice period and accept the team member's resignation effective immediately. Such action by Momentum Academy will not affect the voluntary nature of the team member's resignation. Aside from resignation, Momentum Academy also considers extended absence without proper notification, and failure to return to work after the conclusion of leave of absence, vacation, personal days, etc. as voluntary forms of termination. Please refer to the Absence and Leave of Absence policies.

If you resign your employment after signing your agreement on or before June 30, 2024, Momentum will incur costs and expenses to replace you. We acknowledge that those costs and expenses are difficult to determine with certainty, and therefore, if you resign your employment after signing this agreement on or before June 30, 2024, you agree to pay to Momentum on the effective date, as liquidated damages and not as a penalty:

- resignation between June 1 and June 15, the sum of \$1,000.00.
- resignation between June 16 and June 30, the sum of \$1,500.00; and
- resignation on or after July 1, the sum of \$2,000.00.

This amount may be deducted from your final payroll check. The parties agree that it will be difficult to accurately measure the harm that will be caused by a breach of this agreement by you and that the liquidated damages provision contained herein is intended as a reasonable forecast of the harm that will be caused by a breach by you.

At any time, Momentum and you may mutually agree to terminate your agreement.

## **Disclosure of Information Pertaining to Employment Verification**

Any requests for verification of employment of a current or former team member must be directed to the Human Resources or Payroll department. The Human Resources or Payroll department will

respond to any written requests for information from current or former team members, potential employers, or other agencies. This information is limited to dates of service and title unless the Human Resources or Payroll department receives written authorization from the team member or former team member to disclose additional information or the specific request is from a government agency.

Separately, the Human Resources Department will disclose to any public school information regarding any violation of the published regulations of the board of education of district or governing body of the charter school by the former team member if such violation is related to sexual misconduct with a student and was determined an actual violation by the board of the district or the governing body of the charter school after a contested case due process hearing conducted pursuant board policy.

## **Workplace Policies**

### **Discrimination and Harassment**

Momentum Academy strives to maintain an environment where team members treat each other with respect, dignity and courtesy and will not tolerate unlawful discrimination and harassment in the workplace. In connection with this policy, Momentum Academy expressly prohibits any form of discrimination or harassment based on race, color, age, gender, religion, national origin, disability, marital status, military/veteran status, genetic information, or any other status protected under applicable federal, state, or local law. Improper interference with the ability of Momentum Academy's team members to perform their expected job duties is not tolerated.

### **Prohibited Behavior**

Harassment includes unwelcome verbal, visual or physical conduct creating an intimidating, offensive, or hostile environment. Examples of harassment include verbal (including slurs, jokes, insults, epithets, gestures, or teasing), graphic (including offensive posters, symbols, cartoons, drawings, computer displays, or e-mails), or physical conduct (including physically threatening another, blocking someone's way) that denigrates or shows hostility or aversion towards an individual because of any protected characteristic. Such conduct constitutes harassment when:

- 1) it has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or
- 2) it has the purpose or effect of unreasonably interfering with an individual's work performance; or
- 3) it otherwise adversely affects an individual's employment.

Every team member is expected to treat others with respect in all aspects of their working relationships. Team members are prohibited from making offensive remarks or gestures toward fellow team members or visitors to Momentum Academy who are not fluent in English. In turn, we will not tolerate team members who use their fluency in another language in any way to humiliate or offend fellow team members or visitors to our Momentum Academy.



## **Sexual Harassment**

Sexual harassment is a form of illegal sex discrimination. Sexually harassing behavior includes unwelcome conduct such as: sexual advances, requests for sexual favors, offensive touching, or other verbal or physical conduct of a sexual nature. Such conduct may constitute sexual harassment when it:

- is made an explicit or implicit condition of employment
- is used as the basis for employment decisions; or
- unreasonably interferes with an individual's work performance

The types of conduct covered by this policy include:

- demands or subtle pressure for sexual favors accompanied by a promise of favorable job treatment or a threat concerning employment.
- repeated sexual flirtations, advances, propositions, or attention
- continued and repeated verbal abuse of a sexual nature, sexually related comments and joking, graphic or degrading comments about anyone's appearance
- displaying sexually suggestive objects or pictures; offensive emails or voicemails
- any uninvited sexual contact or touching, such as patting, pinching, or repeated brushing against another's body and
- any other behavior deemed inappropriate by Momentum Academy.

Such conduct may constitute sexual harassment regardless of whether the conduct is between members of management, between management and staff team members, between staff team members, or directed at team members by non-team members conducting business with Momentum Academy, regardless of gender.

## **Harassment by Non-team Members**

Momentum Academy will also protect team members, to the extent possible, from reported harassment by non-team members in the workplace, including customers, clients, and suppliers.

Momentum Academy will be providing sexual harassment training twice a year in addition to compliance and safety training for instance reporting of intruders.

All employers with five or more employees must provide sexual harassment training every two years. New employees and promoted supervisors must be trained within six months of hire/promotion. Training for supervisors must be 2-hours in length; for non-supervisors, the training must be 1-hour in length.

## **Reporting Discrimination and Harassment**

It is the responsibility of Momentum Academy and each team member to create an atmosphere free of discrimination and harassment. In addition, it is the responsibility of each team member to

respect the rights of his or her co-workers. If you experience or observe any hostile conduct or harassing behavior or believe that you have been treated in an unlawful discriminatory manner, because of race, color, age, gender, religion, national origin, disability, marital status, military/veteran status, genetic information, or any other status protected under applicable federal, state, or local law, immediately report the matter (orally or in writing) to your Manager or to Human Resources. Document the incident(s) in writing to relate exactly what happened, when it occurs, and if others witnessed the incident(s).

Upon receipt of a complaint, Momentum Academy will undertake a prompt and thorough investigation of the allegations as confidentially as possible under the circumstances. Team members who raise concerns and make reports in good faith can do so without fear of reprisal. Team members have an obligation to cooperate with Momentum Academy in enforcing this policy and investigating and remedying complaints. Team members who fail to cooperate with an investigation conducted pursuant to this Policy, or who breach confidentiality resulting in a threat to the integrity of the investigation, may be disciplined up to and including termination.

If the investigation establishes that an individual has engaged in harassing, discriminatory, or other wrongful or inappropriate conduct, disciplinary action, up to and including termination, will be taken against the offending team member.

## Retaliation

**Retaliation is illegal and will not be tolerated. Any team member who files a complaint of harassment or other discrimination in good faith will not be adversely affected in terms and conditions of employment and will not be retaliated against or discharged because of the complaint.**

In addition, we will not tolerate retaliation against any team member who, in good faith, cooperates in the investigation of a complaint. Anyone who engages in such retaliatory behavior will be subject to disciplinary action, up to and including termination.

## Violence in the Workplace

Violent acts or threats of violence, made by a team member against another person's life, health, well-being, family, or property, are entirely unacceptable and cause for immediate termination. This policy holds for any threats made on Momentum Academy's property, at school or work events, or under other circumstances that may adversely affect Momentum Academy. Such acts or threats of violence, whether made directly or indirectly, by words, gestures, or symbols, infringe upon Momentum Academy's ability to provide a safe workplace for our team members.

In furtherance of this policy, possession of personal weapons, including knives and firearms, by any team member or volunteer at any time on Momentum Academy's premises, is strictly prohibited, except that, as provided by law, licensed individuals may keep a firearm locked in their vehicles. Mace and pepper spray are permitted but must remain locked and inaccessible to scholars. Should a team member or volunteer be found to be in possession of such a weapon while on Momentum

Academy's premises, such individual will be sent home and the appropriate disciplinary action initiated, up to and including immediate termination.

Anyone who believes that he or she has been the target of violence or threats of violence or has witnessed or otherwise learned of violent conduct by another team member, should contact a Manager or Regional Executive Director.

## **Smoke and Vape-Free Workplace**

Momentum Academy has a smoke and vape-free policy at all operated, owned, and leased facilities.

The policy of Momentum Academy is to:

- Guarantee a healthy working and learning environment and protect the current and future health and rights of all members of the community by eliminating the serious health risks associated with secondhand smoke.
- Change attitudes by promoting a smoke and vape-free lifestyle as the norm and non-smoke or non-vape users as positive role models.
- Comply with Health and Safety Legislation and Employment Law.
- Raise awareness of the dangers of smoking, tobacco use, vaping and secondhand smoke.
- Take account of the needs of those who use tobacco and to support those who wish to stop.

Smoking is defined as the "act of lighting, smoking or carrying a lighted or smoldering cigar, cigarette or pipe of any kind." Vaping refers to the use of electronic nicotine delivery systems or electronic smoking devices such as e-cigarettes, e-pipes, e-hookahs, and e-cigars.

Smoking or vaping is not permitted in any part of Momentum Academy's premises or school grounds, at any time, or by any person, regardless of their status or business within the school. All visitors, parents, contractors, and deliverers are required to abide by the smoke and vape-free policy. Team members are expected to inform visitors of Momentum Academy's smoke and vape-free policy; however, they are not expected to enter into any confrontation that may put their personal safety at risk.

The prohibition of smoking or vaping will apply during school/employment related activities undertaken off Momentum Academy's premises. Also, when Momentum Academy's premises are used for purposes other than Momentum Academy's activities, the smoke and vape-free policy will remain in operation.

All complaints involving smoking or vaping will be referred to the Manager, who may pass these to the Regional Executive Director or Human Resources for investigation and resolution.

## **Drug and Alcohol-Free Workplace**

In keeping with the Drug Free Workplace Act of 1988, Momentum Academy is committed to

providing a drug and alcohol-free environment supportive of work and study. Momentum Academy prohibits the unlawful manufacture, distribution, dispensing, use and/or possession of illegal drugs at any time, and on-the-job use or impairment by alcohol is prohibited. Team members are expected to report to and remain at work in a condition which allows them to perform their duties safely and efficiently. Further, as role models for the scholars Momentum Academy serves, team members are expected to abide by all laws prohibiting the use of illegal drugs, on and off duty.

Team members must notify Human Resources of any violation and conviction for any criminal drug statute no later than five days after such conviction. Any team member found to be in possession of illegal drugs on the job, will have the contraband impounded and be turned over to law enforcement personnel. Human Resources is notified, and the team member is suspended, without pay, pending investigation of the incident. After the investigation is completed, appropriate action will be taken, which may include discipline, up to and including termination.

If a team member is taking authorized prescription medications or over-the-counter drugs, he/she should check with his/her health care provider about possible side effects, which may affect the ability to safely perform his/her job. If the team member is concerned about the side effects, the concerns should be discussed with his/her Manager prior to the start of the workday.

This policy applies to everyone who works for Momentum Academy in any capacity. Compliance with this policy is required as a condition of employment or continued employment with Momentum Academy. Any team member violating this policy will be subject to disciplinary action, up to and including termination.

## **Rehabilitation**

Momentum Academy recognizes that substance abuse or chemical dependency may be treated and urges those team members to seek assistance before it affects a team member's work performance. A medical leave of absence may be granted for treatment to any team member who voluntarily seeks treatment for substance abuse. The leave of absence will be consistent with the policy on medical leaves of absence. The purpose of this leave will be for attending and successfully completing a recommended rehabilitation program.

Momentum Academy maintains that it will provide a drug free, alcohol free and safe environment for all its team members. However, in doing so, it will not discriminate against any team member or applicant for employment as prohibited under Federal, State, or local laws. Momentum Academy will not discriminate against any team member or applicant for employment because of their condition as an alcoholic, because of their use of lawful products off duty and off the premises, because the individual was arrested for a drug or alcohol charge prior to becoming a team member at the company (which arrest did not lead to a conviction), or because the individual was convicted of a drug or alcohol-related crime that is not substantially related to their job duties at Momentum Academy.

However, that does not mean that alcohol or controlled substance consumption or activities in

violation of this policy are protected. Substance abusers are held to the same standards of performance as all other team members.

When a supervisor is notified or suspects an individual may be in violation of the Drug-Free Workplace Policy 7.30: – The supervisor must observe the behavior of the individual and immediately complete the Reasonable Suspicion Testing Checklist. After completing the Reasonable Suspicion Testing Checklist, if the supervisor believes there is reasonable suspicion that the individual may be in violation of the policy (e.g. using or being under the influence of drugs or alcohol while at work), the supervisor must contact their manager. If after a reasonable effort, the supervisor is unable to contact the manager, another witness (such as a supervisor, manager, or Human Resource Professional) must be utilized. The other witness must observe the behavior of the individual and complete a separate Reasonable Suspicion Testing Checklist. After completing the Reasonable Suspicion Testing Checklist, if the supervisor and witness believe the individual may be in violation of the policy, the supervisor and witness must escort the individual to an area where a conversation with the individual can be held in private.

Team members should direct all questions about this policy to their Manager or Human Resources.

## **Guidelines for Alcohol at Momentum Academy Sponsored Events**

Momentum Academy discourages the serving of alcohol at off-campus Momentum Academy sponsored and supervised events. When alcohol is served, non-alcoholic beverages and food must be offered as well. The legal drinking age (21 years) will be upheld. No alcohol consumption is permitted at any of Momentum Academy's properties.

## **Political Activity**

Momentum Academy encourages team members to exercise their constitutional right to vote and participate in the political process. However, political and campaign activities can be disruptive and must be limited during work hours. It also must be handled judiciously as any negative impact to Momentum Academy can affect our 501 (c) (3) non-profit status. In the interest of maintaining a productive and tension-free work environment, Momentum Academy has adopted the following policy restricting political and campaign-related activities. Team members may be subject to disciplinary action, up to termination, for violating this policy.

## **Prohibited Team Member Activities**

Team members are not permitted to participate in any political activity that interferes with or disrupts the workplace in any manner. It is against this Momentum Academy's policy for any team member to:

- Use work time or Momentum Academy's resources to accomplish goals that are politically motivated.
- Solicit or encourage monetary contributions or other support for a political party, campaign, candidate, or political belief during work hours.

- Use Momentum Academy facilities, such as break or eating areas, conference rooms, or offices for any political or campaign activity.
- Utilize Momentum Academy's property or Momentum Academy-issued property, including but not limited to, telephones (both cellular and office phones), computers, facsimile machines, email systems, interoffice mail or voicemail, photocopiers, postage, paper, envelopes, or other office supplies, for any political or campaign activity.
- Use Momentum Academy's name or affiliation in connection with any political or campaign activity, at any time, without Momentum Academy's express written approval.

## **Political Coercion, Harassment and Retaliation**

Momentum Academy embraces diversity and respects each team member's political beliefs and preferences. It is against Momentum Academy's policy for anyone to behave in a threatening, harassing, or discriminatory manner toward any other team member with respect to his or her political beliefs or activities. Momentum Academy does not permit its officers or managers to coerce team members into supporting or opposing any political candidate, party, or belief. It is a violation of this Momentum Academy's policy for any manager to retaliate, threaten to retaliate, or take any adverse action against a team member for his/her support or opposition to any political campaign or party affiliation.

## **Solicitation and Distribution of Materials**

The solicitation of team members or distribution of materials to team members can often interfere with normal operations, reduce team member efficiency, annoy team members and customers, and pose a threat to security. For these reasons, Momentum Academy limits solicitation and distribution on the premises.

Individuals who are not team members of Momentum Academy are prohibited from soliciting team members or distributing materials to team members on the premises. This includes soliciting funds or signatures, conducting membership drives, distributing literature or gifts, offering to sell merchandise or services (except by representatives of suppliers or potential suppliers as authorized by a manager), or any other similar activity.

Team members may engage in limited solicitation and distribution of materials to other team members, on the premises. That solicitation is subject to the following guidelines:

- Solicitation or distribution of materials is prohibited during the working time of either of the individuals making or receiving the solicitation/distribution. "Working time" does not include a team member's authorized lunch or rest period.
- Distribution of literature in a way that causes litter on Momentum Academy's property is prohibited.
- Off-duty team members may not return to Momentum Academy's premises to solicit or distribute materials to team members.
- Momentum Academy's bulletin boards, newsletters, and other group communication systems are maintained solely for Momentum Academy to communicate information to team members and post notices required by law. Posting of unauthorized notices, photographs, or

other printed or written materials on those Momentum Academy bulletin boards or other communication systems is prohibited.

- Momentum Academy may authorize a limited number of funds driven by team members on behalf of charitable Momentum Academy. Team member participation in such drives is completely voluntary. As a part of those charitable fund drives, Momentum Academy may permit a representative from the charitable Momentum Academy to make a presentation to team members. Team members seeking authorization for such a charitable fund drive should contact Human Resources.

- In addition, Momentum Academy has the right to monitor any allowed solicitation and distribution, and to modify or add to this policy as becomes necessary to minimize interference with work.

## **Staff Complaints And Grievances Policy**

The Board of Momentum Academy adopts the following policy, effective on the date of adoption by the Board.

### **SECTION 1. Intent of the Policy**

SECTION 1.1. The purpose of this policy is to provide a process for employees or applicants to reach solutions to problems, disputes, or controversies at the lowest administrative level, as fairly and as expeditiously as possible.

SECTION 1.2. This policy also addresses employees or applicants who allege discrimination or harassment on the basis of age, gender, race, color, religion, national origin, disability, or any other basis expressly prohibited by law.

SECTION 1.3. The Operational Manual outlines the process by which staff complaints and grievances will be addressed, including the role of the Board of Directors.

### **Operational Manual - DEFINITIONS & PROCEDURES**

#### **SECTION 2. Definitions**

SECTION 2.1. Complaint - A complaint means any claim or grievance by an employee who is affected in his or her employment relationship by an alleged violation of applicable statutes, policies, rules, regulations, or written agreements with which the Board is required to comply. In accordance with this policy, a complaint may also be filed by a job applicant.

SECTION 2.2. Employee - Employee shall mean any person hired by the Board to perform services either full or part-time.

SECTION 2.3. Days - Days shall mean working days exclusive of Saturday, Sunday, or official holidays

unless otherwise noted.

SECTION 2.4. School Leader - Employee possessing that degree of administrative authority.

SECTION 2.5. Parties in Interest - Any persons involved in the processing and investigation of the complaint.

SECTION 2.6. Complaint File - A file maintained by the Department of Human Resources containing documents relevant to the complaint. This shall be separate from the personnel file and shall be open to parties in interest only.

SECTION 2.7. Board - The Governing Board of Momentum Academy.

SECTION 2.8. Notification - Means delivery in person to the party entitled to notification, or deposit in the United States Mail, certified mail, return receipt requested, to the last known address of the party notified.

SECTION 3. Procedure for Notice, Hearing Rights, Evidence Representation, Decisions, and Record

SECTION 3.1 This complaint and grievance procedure is applicable to any claim by any employee or applicant of Momentum Academy who is affected in his or her employment relationship by an alleged violation, misinterpretation, or misapplication of statutes, policies, rules, regulations, or written agreements with which the school is required to comply.

SECTION 3.2 The Board will ensure that a complaint is processed as expeditiously as is practicable. The initial complaint should be made in writing and should clearly state that the complainant wishes to utilize the Complaints and Grievances Policy, the nature of the complaint and specific statute, policy, rule, regulations, or written agreements that have allegedly been violated. The written request should be received by Momentum's Human Resources office via certified mail at the following address:

Attn: Confidential (Human Resources)

2000 S. 8th St.

St. Louis, MO 63104

SECTION 4.2. The complainant and all parties in interest shall be adequately notified of the time and place of the initial meeting and any appeal of the initial decision in writing by hand delivered or certified mail.

SECTION 4.3. The complainant and the individual(s) accused of the violation shall be entitled to an opportunity to be heard, to present relevant evidence, and to examine witnesses.

SECTION 4.4. The Governing Board may appoint a member of the State Bar to serve as law officer who shall rule on all issues of law and other objections, but such attorney shall not assist in the presentation of the case for either party.



SECTION 4.5. At each level, an accurate record of the proceeding must be kept by mechanical means and all evidence shall be preserved and made available to the parties involved; all cost and fees shall be borne by the party incurring them unless otherwise agreed upon by the parties; except that the cost of preparing and preserving the record of the proceedings shall be borne by the Governing Board; provided however, the cost of transcribing the transcript of evidence and proceedings before the Board shall be borne by the party requesting same, and all costs of the records on appeal to the superior courts and appellate courts shall be paid by the party required to do so by the laws relating thereto.

SECTION 4.6 The overall time frame from the initiation of the complaint until rendition of the decision by the Governing Board and notification thereof to the complainant shall not exceed thirty (30) days. In no instance shall there be more than ten (10) calendar days between the most recent alleged act about which a complaint may be filed and the first written notice of complaint is received nor shall there be more than ten (10) calendar days between the decision at any level and the date the appeal to the next level is received.

SECTION 4.7. Decisions at each level shall be in writing and dated. Each decision shall contain findings of fact and reasons for the particular resolution reached. The decision reached at each complaint level shall be sent to the complainant by certified mail or hand delivered by a person designated by the Regional Executive Director within twenty (20) business days of the hearing.

SECTION 4.8. The decision at each level shall be delivered to the complainant and the affected parties by a person designated by the Regional Executive Director either by (1) being hand delivered or (2) being deposited in the U.S. Mail (certified mail, return receipt requested). Notice to the complainant shall be deemed to have been made on the date of hand delivery or on the date of deposit in the U.S. Mail by certified mail, return receipt requested to the address stated in the complaint or, if not contained in the complaint, to the last known address of the complainant on file with the Governing Board.

SECTION 4.9. If the complainant is dissatisfied with the review of the supervisor's decision, he or she must forward an appeal to the Regional Executive Director within ten (10) working days. The appeal shall be in writing and include the reason(s) for the appeal. The Regional Executive Director will notify the School Leader or his/her designee that a timely appeal has been received. A copy of all complaints involving appeal reviews will be forwarded to the Human Resource Generalist.

SECTION 4.10 The complainant and the individual(s) alleged to be in violation are entitled to the presence of an individual of his/her choice to assist in the presentation of the complaint at the Governing Board level. At the Board level nothing shall prevent the Board from having an attorney present to serve as the law officer who shall rule on issues of law and who shall not participate in the presentation of the case for the School Leader or the complainant.

SECTION 4.11. The Board, when hearing an appeal from the initial hearing, shall hear the complaint de novo. The complainant cannot present additional evidence at the Governing Board level of the complaint process, unless it is determined by the School Leader presiding over the complaint that such evidence is relevant to the issues presented at the initial hearing and such evidence was either not made available by

the administration or not discoverable by the complainant or unless it is presented and received in writing to the person presiding over the complaint at least five (5) days prior to the set date for the Governing Board hearing. A committee of the board will conduct the appeal proceeding within fifteen (15) working days and, within twenty (20) working days after the conclusion of the proceeding, will render a final decision.

SECTION 4.12. The time limits specified in this complaint procedure will be observed and applied strictly and will not be extended without the prior written consent of the employee and the applicable level of supervision responsible for the review. If an employee fails to comply with any time limit, the complaint shall be deemed automatically withdrawn and the proceeding terminated.

#### SECTION 5. Prohibited Reprisal Provision

SECTION 5.1. No reprisals of any kind shall be taken by the Board or by any member of the administration against any complainant as a result of participation in the complaint process.

#### SECTION 6. Collection of Information

SECTION 6.1. Nothing in this policy shall be construed to limit any other fact finder or decision maker from using any equitable means available to establish the truth or the circumstances pertinent to the complaint, provided that the complainant shall have an opportunity to respond to any information considered by the decision maker in reaching a conclusion.

## Information Technology Service

Momentum Academy's policy is to provide for all the communication services, computer equipment, software, and other electronic equipment necessary to promote the efficient and consistent operation of Momentum Academy.

Your communications and use of our e-mail, computer, Internet, and telephone systems will be held to the same standard as all other business communications, including compliance with our anti-discrimination and anti-harassment policies. We expect you to use good judgment in your use of Momentum Academy's systems. Management should be notified of unsolicited, offensive materials received by any team member on any of these systems.

Team members may have email accounts and may also have network accounts that enable them to store and organize all files, as well as store links to various Internet sites.

All team members are expected to become familiar with and regularly use e-mail, as it is a primary source of communication. It is expected that team members will check email at least twice during each workday to keep updated on last-minute announcements, changes, or messages for team

members. Social networking sites such as Facebook or Twitter are never to be accessed during the workday.

Team members are expected to exercise extreme care with respect to the confidential nature of e-mails and computer files. E-mails that are confidential should not be shared with fellow team members nor should they be left visible (on screen or hardcopy) for anyone to have access.

Momentum Academy monitors all use of the electronic equipment, network, email, and internet access. No one should expect privacy or secrecy in the use of Momentum Academy's technology.

## Acceptable Use of Technology

This policy is designed to enhance workplace efficiency, training, and learning by promoting the use of telecommunication and networking technologies throughout Momentum Academy. The specific goal of the Technology Plan is to prepare team members to utilize telecommunication and networking technologies as tools in the workplace by providing network access and high-quality training. In promoting these goals, Momentum Academy may provide Internet access and electronic mail (e-mail) accounts to team members. Use of Momentum Academy's network by team members shall be consistent with the purpose and goals articulated in this policy on Acceptable Use ("Technology Policy"). This Technology Policy establishes standards governing team members' access to local, national, and international sources of information. Pursuant to policy standards, information resources must be used consistent with the purposes for which they have been provided; in a manner which does not violate the public trust and in accordance with this policy and regulations established from time-to-time by Board and Administration, as well as state and federal agencies.

Momentum Academy has complete and sole discretion to determine whether any use of its internet access is inappropriate, even if the use is not expressly prohibited or addressed in this policy. Momentum Academy may ask team members to stop any use of the internet it believes is improper. In addition, Momentum Academy may block access to any internet sites it believes are not appropriate.

## Use of Materials and Services

Access to Momentum Academy's network is a privilege and must be treated as such by all users of the network and its associated systems. To assure that the network remains secure, each and every team member must protect the rights of the community. Each team member must learn and abide by the rules applicable to the network. As part of the responsible use of the network, the following activities are expressly prohibited:

- Use of the network for or in support of illegal, obscene, or inappropriate purposes: "Illegal activities" include but are not limited to any activities in violation of local, state, and/or federal laws
- "Obscene activities" including, but not limited to, activities in violation of generally accepted social standards for use of a publicly owned and operated communication vehicle
- "Inappropriate use" including, but not limited to, any activities conducted in violation of this

policy

- Use of the network for the transaction of any non-business related and/or any commercial purposes
- Use of the network for any product advertisement and/or any political lobbying.
- Intentionally disrupting the use of the network for other users, including but not limited to use of any process, program, or tool to ascertain passwords; engaging in “hacking” of any kind including but not limited to the unlawful entry into an electronic system to access confidential information or the introduction of computer viruses into the network
- Violation of institutional and third-party copyrights or interference with license agreements and other contracts
- As provided by federal law and international treaties, copyrighted materials (e.g., images, text, programs) shall not be uploaded using the network without the prior written permission of the copyright holder. Except as permitted by law, materials under copyright shall not be distributed to others. Copyrighted materials shall not be altered, nor shall the author attribution or copyright notices be modified.
- Public Domain materials may be downloaded or uploaded using the network. Team members may also redistribute materials in the Public Domain. However, the team member assumes all responsibility regarding the determination of whether the materials are in the Public Domain.
- Some materials on the Internet are called “Shareware”. These materials may be downloaded and used, but they are copyrighted materials. The copyright holder usually gives permission to use the material for examination. If a team member chooses to continue using these materials, the copyright holder often requests that the user register his/her usage and may ask that a license fee be paid. The team member assumes responsibility for all license fees charged for the utilization of Shareware materials.
- Seeking to gain or gaining unauthorized access to information resources
  - Keeping an open connection more than six (6) hours within a twenty-four (24) hour period
  - Destruction, alteration, dismantlement, disfigurement, prevention of rightful access to or interference with the integrity of computer-based information and/or information resources without authorization
  - Interference with the privacy rights of individuals or entities which are creators, authors, users, or subjects of the information resources without authorization
  - Providing access to unauthorized individuals including but not limited to persons who are not employed by Momentum Academy or scholars.

Any of the network traffic, which traverses another network, may be subject to that network’s acceptable use policy.

## **Right of Account Review**

Team members acknowledge that none of his/her communications and information accessible through the network is considered private or confidential and Momentum Academy reserves the

right to access all team member accounts, including electronic mail, at any time.

## **Assumption of Risk**

Momentum Academy's network will make a good faith effort to keep the system and its available information accurate. However, team members acknowledge that the network makes no warranty of any kind, either expressed or implied, regarding the accuracy, quality, or validity of any of the data or information available. For example, and without limitation, Momentum Academy does not warrant that the network will be error-free or free of computer "viruses." In making use of the network, the team member agrees to release Momentum Academy from all claims of any kind, including claims for direct or indirect, incidental, or consequential damages of any nature, arising from any use or inability to use the network, and from any claim for negligence in connection with the operation of the network.

Team members further acknowledge that the information available through interconnecting networks may be inaccurate. Momentum Academy's network has no ability to maintain such information and has no authority over these materials. The network makes no warranty of any kind, either expressed or implied, regarding the accuracy, quality, or validity of the data and/or information residing on or passing through the network from outside networks. Use of the network is at the risk of the team member.

## **Indemnification**

The team member indemnifies and holds harmless Momentum Academy from any claims, including attorney's fees, resulting from the team member(s)' activities while utilizing the network, that cause direct or indirect damage to Momentum Academy or third parties.

## **Comments and Interpretations**

All the network accounts shall be used only by the authorized team members for authorized purposes. Team members are ultimately responsible for all activities under their own account. Violations of this policy that are attributable to a team member account shall result in the revocation of the network membership and the network access. Nothing in this Policy is intended to prohibit a team member from using his/her account in a program setting, as long as the team member is supervising the use of the network and is careful to protect the security of other team members' names and passwords. Team members are cautioned to exercise prudence in the shared use of this resource, as shared use may result in the abuse of access time, which is prohibited under this Policy.

## **Policy Violations**

Any violation or abuse of this Policy may result in disciplinary action, removal of all network privileges and accounts, and/or legal action. It is anticipated that such actions can be avoided since they add significant costs to the network and cause problems for all concerned. To keep the network viable and user friendly, all members need to work cooperatively and responsibly. Should a court of competent Jurisdiction deem any part of the Acceptable Use of Technology Policy invalid

or unenforceable, the remaining provisions of the Policy will remain in effect as though the invalidated section was not included.

## **Enforcement**

If any team member is determined to have violated this Policy, the Manager will revoke the team member's access. If a team member is removed from the network, he/she has the right to appeal the revocation within thirty (30) days, in writing, to Human Resources. Human Resources decisions shall be final, and there shall be no obligation to afford subsequent opportunities to the network. Team members may be subject to disciplinary action, up to termination, for violating this policy.

Full-time team members may be issued, at the option of Momentum Academy, a laptop or desktop computer for use of Momentum Academy's business. Team members are responsible for any theft, loss, or serious damage to the machine while in their care. Desktop machines should never be removed from Momentum Academy's property.

## **Use of Social Media Sites**

It is recognized that the use of social media can have a useful purpose. However, due to its far-reaching audience and somewhat problematic control measures, limitations on its access and use must be considered. No team member may engage in any of the following without prior permission from Momentum Academy:

- Create, design and/or maintain any website, webpage, blog, or social media webpage that represents itself as an official communication of Momentum Academy.
- Post any comment to any of the above that would be construed as an official statement on behalf of Momentum Academy.
- Post any photograph or graphic design that is copyrighted, proprietary or restricted to Momentum Academy.
- Post any information that has the potential to bring discredit, embarrassment, and/or legal action against Momentum Academy.
- Release any information on any of the above media that is confidential to Momentum Academy.
- Engage in personal communications through the above media while representing themselves as a team member of Momentum Academy.
- Access and/or modify any official website, blog or social media website that is maintained by Momentum Academy.
- Post images on any social media network of co-workers without the co-workers' consent.
- Post images of scholars on any social media network without written parental consent, except for images of scholars taken in the public arena, such as at sporting events or fine arts public performances.

Public social media networks, outside of those sponsored by Momentum Academy, may not be used for classroom instruction or school-sponsored activities without the prior authorization of the Principal, or designee, and parental consent for student participation on social networks.

Team members must avoid posting any information or engaging in communications that violate

state or federal laws or Momentum Academy policies.

The line between professional and personal relationships is blurred within a social media context. When team members choose to join or engage with scholars, families or fellow team members in a social media context that exists outside those approved by Momentum Academy, they are advised to maintain their professionalism as Momentum Academy team members and have responsibility for addressing inappropriate behavior or activity on these networks, including any requirements for mandated reporting.

Team members should not use their Momentum Academy email address for communications on public social media networks that have not been approved by Momentum Academy. Team members must make clear that any views expressed are the team member's alone and do not necessarily reflect the views of Momentum Academy.

## **Momentum Academy Property**

Team members will have access to and use of property of Momentum Academy during employment. All property, including physical and intellectual, should be treated with care and respect. Upon termination of employment for any reason, team members will be required to return all property of Momentum Academy, in physical or electronic form.

“Intellectual Property” include all logos, trademarks, curriculum, educational materials, marketing materials, developments, ideas, works of authorship, computer software programs, trade secrets, confidential information, and all other intangible property (whether or not protectable by patent, copyright, or as trade secrets) that either: (i) relates to Momentum Academy's work; or (ii) results from any work performed by team member for Momentum Academy or any of its affiliates, either alone or jointly with others, during the period of team member's employment, whether or not in the course of team member's employment, and whether or not such Intellectual Property is protectable by patent, copyright, or as trade secrets. All Intellectual Property shall be the sole and exclusive property of Momentum Academy. Team members should promptly disclose, in writing, any and all Intellectual Property to Momentum Academy. Team members should not disclose Momentum Academy's Intellectual Property to any person or entity outside Momentum Academy unless a team member is requested to do so by Momentum Academy.

## **TRAVEL POLICY**

### **Purpose and Requirements**

The purpose of this policy is to document the allowable business expenses while traveling for business. Also included is information which is useful for team members seeking reimbursement for business travel.

With the establishment of this policy, Momentum Academy seeks to simplify the travel process by providing guidelines to follow to protect the interests of both the team member and Momentum Academy. This policy serves to clarify how travel should be arranged and parameters that team members must adhere to.

It is Momentum Academy's policy to reimburse team members for ordinary, necessary, and reasonable travel expenses when directly connected with or pertaining to the transaction of business. Team members are asked to exercise prudent business judgment regarding expenses covered by this policy. When submitting Expense Reimbursement Forms to claim reimbursement, team members are expected to neither gain nor lose financially.

This policy is for team members and contracted agents of entities managed by Momentum Academy. In this policy, Momentum Academy has attempted to provide the team member/contracted agent maximum flexibility while keeping in compliance with IRS regulations and good business practices. As with any accounting policy, if there are any questions or concerns, please contact the Accounting Department.

## **Responsibilities and Enforcement**

Please note that traveling for business purposes does incur some personal investment, besides your time. Often services must be paid for at the time of purchase, for instance taxi fare. Traveling with a credit card will make travel logistics simpler.

To accommodate those individuals who wish to travel but do not have the financial means to do so, Momentum Academy offers a per diem travel allowance.

Team members who incur travel expenses are required to comply with this policy. Team members submitting expenses that are not in compliance with this policy risk delayed, partial, or forfeited reimbursement. Cases of significant abuse will be investigated and may result in disciplinary action up to and including team member termination.

Reimbursements for expenses that are not in compliance with this policy require the written approval of the team member's manager, the

## **Travel Authorization**

All team members whose travel expenses are expected to have authorization from their manager prior to booking the trip. An email approving the travel, indicating the budget line, and outlining the travel details will suffice for authorization.

The approving manager is responsible for assuring that all policies detailed herein, have been adhered to prior to approving team member reimbursement requests. Any deviations must be explained on the team member's reimbursement form with the approval of the manager. The approving manager must also indicate the budget which these expenses should be charged to.



# Travel Guidelines

To secure a lower ticket price, travelers are encouraged to book as far in advance as possible. All team members should travel in coach class unless they receive a free upgrade. Reimbursement for usage of charter or private aircraft requires the written permission from the Regional Executive Director prior to incurring the expense.

If pre-paid air travel must be canceled, please coordinate with the airline, and notify your manager. The traveler should make every effort to use the travel voucher, for business purposes, within the time frame specified by the airline. For canceled air travel paid on a team member's personal card, the team member should submit a reimbursement form, proof of payment, and air travel reservation details to their manager for approval, with a copy to Accounts Payable.

## Lodging

A single room with a private bath in a moderately priced business class hotel is the corporate standard. Reimbursement for suites or luxury accommodations requires written permission from the team member's Manager prior to incurring the expense.

It is recommended that travelers book a lodging reservation that can be changed in the event the travel dates are changed or canceled. Pre-paying, non-refundable, lodging should only be done with advance manager approval.

Please note hotel reservations alone are not a valid receipt as hotels often do not charge payment until the day of arrival. The only exception will be if the reservation confirmation provides proof that payment was made at the time of reservation.

## Rental Cars

Cars should be rented by team members when other means of transportation are unavailable, more costly, or impractical. Travelers who wish to book their travel independently (typically online) are welcome to do so. Momentum Academy does have business discounts with several car rental carriers such as Avis and Hertz. Please contact the Accounting Department for information.

When booking a rental car, please consider securing an economy size car or smaller, unless 3 or more people are traveling together or if an upgrade is provided by the rental company at no cost.

For rentals within the United States, optional theft and collision insurance premiums are not required for team members that are licensed drivers. Optional theft and collision insurance premium charges are not reimbursable.

Team members are expected to refuel rental cars prior to returning them to the rental company.

## **Taxi/Shuttle/Uber/Lyft/Public Transportation/Rapid Transit**

The cost of taxis to and from places of business, hotels, airports, or railroad stations in connection with business activities is reimbursable. Use of taxis is authorized only when more economical

services (hotel vans, shuttles, etc.) are not available. Team members are encouraged to utilize public transportation whenever feasible. Receipts are required for all transportation expenses.

### **Mileage**

Team members may utilize personal cars for business travel. If travel will average more than 400 miles round trip, the team member should rent a car. If travel logistics warrant taking a personal car more than 400 miles round trip, please obtain advance approval of the Accounting department and submit with your expense report. The use of personal cars for business will be reimbursed at the standard rate set by the US General Services Administration under Privately Owned Vehicle Mileage Reimbursement Rates. For more information visit the IRS website -

<https://www.irs.gov/newsroom/irs-issues-standard-mileage-rates-for-2023-business-use-increases-3-cents-per-mile>

For team members whose office is in their home, business mileage in excess of their roundtrip travel mileage to their airport is reimbursable. Mileage from team members' homes to their commuting airport will not be reimbursable.

For team members assigned to a school or office, mileage to and from home (commuting mileage) must first be subtracted in calculating the eligible mileage reimbursement.

Documentation of the destination and purpose of the trip is required for all mileage claimed on the Expense Reimbursement Form. A Google Map or log outlining the addresses and the business miles traveled to and from each location is required for audit and should be included when submitting the Expense Reimbursement Form.

Note: When traveling for business between our locations outside of your daily commute, use the pre-calculated standard mileage allowance in lieu of a Google Map or Log. On the expense reimbursement form list the dates and locations traveled to/from and input the standard mileage allowance cost from the worksheet tab to the right.

Mileage incurred more than a team member's daily commute is reimbursable. For instance, the daily commute to the office is 20 miles. The traveler is heading to the airport which is 30 miles away. The traveler can be reimbursed for the additional 10 miles incurred. Mileage is not reimbursable while using company provided vehicles.

If two or more individuals are traveling to the same location, it is recommended that the team members travel together if possible.

### **Meals**

Individuals who travel on business are reimbursed for meal expenses they incur at an established "per diem" rate. The per diem amount per day is \$60.00 (\$15 – Breakfast; \$15 – Lunch; \$30 – Dinner). The "per diem" applies only when overnight travel is involved. Otherwise, meals incurred during travel will be reimbursed based on submitted receipts.

Business meals are those meals taken with clients, prospects or associates during which a business

discussion takes place. Business meals will not be restricted under the same daily limits as personal meals. Business meal expenses must be supported by an original itemized receipt and an Expense Reimbursement Form that includes documentation of the business purpose and individuals in attendance. Alcohol will not be reimbursed for any business or individual meals.

## **Cancellation**

It is the responsibility of the traveler to contact all travel partners should a trip need to be canceled. This would include the airline, hotel, rental car company, and business associates. Team members must cancel reservations by the required deadlines to avoid a “no-show” charge. If the cancellation is made directly with the hotel, team members should request and retain a “cancellation number” as documentation of the transaction. “No-show” charges are not reimbursable.

## **Travel Partners**

Travel expenses for a spouse or other family member who are not team members are not reimbursable as a business expense. However, a spouse or other family members may share accommodations as long as there is no additional cost to Momentum Academy.

## **Travel Advances/Per Diem Travel**

Should a traveler wish to travel with cash and would like to minimize the out-of-pocket expense related to business travel, a Travel Advance Form should be submitted to the Accounting Department no less than 2 weeks prior to the first date of travel. A check made payable to the traveler will be sent approximately 1 week prior to travel and can be cashed for use while on the business trip.

Travel advances must be noted on the Expense Reimbursement Form upon the travelers return.

When submitting the expense report, deduct the advance from the total expenses and submit a check for the amount remaining (if any) due to Momentum Academy.

## **Other**

The following incidental expenses, when directly related to business travel are reimbursable:

- Tips at restaurants (no more than 20%)
- Valet services
- Parking fees
- Tolls

Itemized receipts are required for all reimbursable expenses.

# **Expense Reports and Approval Requirements**

Momentum Academy realizes that business travel can be costly. With this understanding, an organized and clear process for submitting expenses is crucial to ensure all expenses are

reimbursed in a timely manner.

Business expenses other than travel related items should always go through the normal purchasing process.

All business expense reimbursement requests are required to be approved by the manager and are subject to audit by the Accounting Team. If an issue arises which could preclude reimbursement, the request will be held pending further discussion with the team member/contracted agent. Additionally, in accordance with good business practices business expenses older than 60 days that are submitted for reimbursement will not be processed for payment.

## **General Requirements**

All expenses must be accompanied by an original itemized receipt/invoice that lists the goods or services purchased and shows proof of payment. Failure to provide such will result in denial of reimbursement. Please note that typically a hotel or flight reservation is not a valid receipt. The only exception will be if the reservation provides proof that payment was made at time of reservation.

Expenses for different functions and grants require separate checks so please group and submit those costs on separate Expense Reimbursement Forms. Please confirm with the approving manager as to which fund, function, account, project (grant) the travel expenses are to be charged to and specify such on the form. (See Qualified Expense Categories and Account Categories, listed below.)

Original receipts must be kept and maintained by the Manager for audit purposes. Scanned copies of receipts can only be used when remote submission of the Expense Reimbursement Form is necessary, and the team member must immediately mark the receipts as ORIGINALS with the DATE the form was submitted and mail the originals to the Manager.

## **Expense Report Submission Deadline**

The turnaround time from the point at which the Accounting Department receives the approved reimbursement form and all supporting documents (specifically original itemized receipts and manager approval) to the point when the reimbursement check is mailed is typically two weeks. Please plan accordingly and email all approved documents as follows:

## **Qualified Expense Categories**

In order to complete the Expense Reimbursement Form, travelers must properly classify their expenses by indicating the budget location, fund, function, account, project (grant).

Please confirm with the approving manager as to which location, fund, function, account, project (grant) the travel expenses are to be charged to.

For example, if a Recruiter traveled and is seeking reimbursement for hotel and rental car, the

following detail should be provided on the Expense Reimbursement Form:

## **Non-reimbursable Expenses**

The following expenses are NOT reimbursable:

- Additional travel insurance coverage
  - Air phone usage
  - Airline Club dues or TSA Pre-Check Fees
  - Alcohol
  - Barber/Hairstylist/Nail Salon/etc.
  - Car repair
  - Cell phone charges or cell phone cases
  - Credit card interest charges
  - Day care fees for children or pets
  - Expenses without proper documentation
  - Fees for upgrades (hotel, air, auto) or early bird check-in
  - Golfing and golf cart rental
  - Headphones on airlines
  - Health club fees • Laundry and dry cleaning (except when traveling 5 or more days for business)
  - Luggage or briefcases
  - Massage
  - Medications
  - Movies, games, books, magazines and other discretionary or entertainment charges •
- Personal gifts
- Personal travel portion during a business trip
  - Political or charitable contributions
  - Sporting events (unless part of a planned travel itinerary)
  - Spouse's expenses if accompanying on trip
  - Toiletries
  - Traffic and parking fines

If you have any questions regarding filling out the Expense Reimbursement Form or the Travel Policy, please do not hesitate to contact the Accounting Department.

## **Cell Phone Policy**

Momentum Academy issues or pays for individual cellular phones for Momentum Academy's representatives who are required to be in close contact with fellow team members, constituents, vendors, or other partners. The Principal/Manager will request through Momentum Academy that a cell phone be available to a team member. While cell phones are a necessary convenience of the business world, we require that our team members follow the guidelines listed below for their own

and others safety.

All team members are required to be professional and conscientious at all times when using Momentum Academy's phones. Any usage of a cellular device which does not uphold these standards may be subject to disciplinary action, up to termination, for violating this policy.

## **Usage**

Team members who are issued a cellular phone understand the phones are issued primarily for business use. Team members are expected to make every effort to not exceed the current contracted allowed minutes. Cellular phone bills are reviewed when received. Any team member who exceeds their contracted allowed minutes or data usage is subject to additional usage review and may be charged for overages on a monthly basis.

## **Team Members**

As of July 1, 2014, all team members who seek cell phone service and reimbursement are expected to join the existing national phone plans which are subject to e-rate reimbursement. The need for a team member to have a cell phone and to be included in the Momentum Academy cellular contract will be determined by his/her supervisor. The cost of a cell phone unit beyond \$200 per contract period will be the responsibility of the team member. Monthly phone usage, data service charges, and handset insurance for smartphones will be paid by Momentum Academy under its voice and data plan with the understanding that phone service is provided primarily for business use. Reimbursement for personal plans will not be allowed.

## **School Team Members**

Each school will be responsible for managing its cell phone use and determining which school team members need access to cell phones for business use. In order to gain cell phone e-rate reimbursement, schools must participate in the e-rate sponsored plans. School cell phone bills are the responsibility of each school and must be budgeted and monitored as a line item in the approved annual school budget.

## **Driving**

Momentum Academy has a zero-tolerance policy regarding using a cell phone while driving. For the safety of our team members and others it is imperative that you pull over and stop at a safe location to dial, receive, text or converse on the cell phone in any way.

## **Dress code**

Momentum Academy has adopted a Business Casual policy for our day-to-day operations. Business Casual is defined as:

- Casual slacks or khakis, collared or button-down shirts including polo shirts; sport coats and ties are optional.
- Dress, skirt/blouse combination, or blouse with slacks.

This excludes jeans, leggings, shorts/capris, crop tops and halter tops, tank tops and spaghetti straps, gym/athletic or sweat clothes, T-shirts, athletic shoes, or flip-flops and any clothing that has political, personal, or religious affiliations. Clothes are to be well-pressed, well-tailored, tasteful, and in good repair.

Team members should refrain from attire representing any political, religious or other affiliations.

## **Attendance and Punctuality**

Regular attendance and punctuality within Momentum Academy are essential to the highest quality performance and to the safe and efficient operation of Momentum Academy. Salaried team members are expected to work a 40-hour work week as part of the annual compensation package, unless otherwise determined by supervisor and team member. In order to best serve our schools' needs, team members are expected to be available at the core hours of 7:15 AM – 4:00 PM CST Monday through Friday. Team members should work their 40 hours around this core schedule to best accommodate needs. Hourly team members will have a set schedule that should be deviated from with supervisor approval. Team members are expected to be at their work location and available by phone and email and in fit condition during their shift. Working from home will be considered on an exceptional basis with supervisor approval in cases of illness, personal, or weather-related issues.

## **Absences or Tardiness**

If a team member expects to be late or absent, the team member must notify his/her manager as far in advance as possible, but not later than one half-hour prior to the start of the shift. Non-exempt, hourly team members will not be paid for time missed by tardiness.

Management reserves the right to ask for a physician's statement on the day the team member returns to work in the event of a long-term illness (3 consecutive days), or multiple illnesses or injuries. Please see the Leave of Absence section or contact Human Resources for further clarification. To the extent permitted by law, excessive absence and/or tardiness will be considered unsatisfactory performance, which may lead to discipline up to and including termination.

Non-exempt, hourly team members are afforded seven (7) excused paid days per year without review except in the event that an unplanned single absence exceeds 3 consecutive days. A team member's absence or tardiness will be deemed unexcused when a team member fails to call in, gives a late notice, fails to give advance notice for an absence which could be anticipated, exceeds the number of excused absences as defined by this policy or authorized in advance by the team member's Manager. Excessive tardiness is defined as three (3) or more instances of lateness in a calendar month and is subject to corrective discipline. Any eight (8) instances of lateness in a fiscal year are considered grounds for discharge. Excessive absenteeism is any absences beyond the (7) excused days. Such excessive absence is subject to corrective discipline. Any five (5) instances of unexcused absence in a fiscal year are considered grounds for discharge.

Unless otherwise required by law, a team member who is absent for two (2) consecutive workdays (which may be separated by a weekend or holiday) when he/she is supposed to be at work and who fails to contact their manager, will be presumed to have voluntarily resigned. Momentum Academy will review any extenuating circumstances presented by the team member that may have prevented him/her from calling in before being removed from the payroll as a voluntary resignation.

## **Employment Classification**

For purposes of salary administration and eligibility for overtime payments, Momentum Academy classifies its team members as follows:

### **Non-exempt team members**

Team members who are required to be paid overtime at the rate of time and one half (i.e., one and one-half times) their regular rate of pay for all hours worked beyond forty hours in a workweek.

### **Exempt team members**

Team members who are not required to be paid overtime, in accordance with applicable federal, state, or local law. Executives, professional team members, teachers, and team members in certain administrative or computer-related positions who are paid on a salary basis are typically exempt.

## **Pay Periods and Deductions**

Team members are paid on a semi monthly basis, on the fifteenth and on the last day of each month. If a scheduled payday falls on a Saturday, Sunday, or Momentum Academy-observed holiday, the team member will usually be paid on the day preceding the weekend or holiday. Exempt team members are paid for time worked through the pay date.

All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from paychecks. Momentum Academy is committed to making only those salary deductions which are proper and under federal and state law otherwise complying with all the requirements of the law. If a team member has received any deduction that he or she believes to be improper, please communicate the dispute in writing, including the basis for the dispute, to Human Resources. The team member will be fully reimbursed for any deduction that has been found to be improper after a full investigation has been completed by Payroll and Human Resources.

All team members should sign up for direct deposit. This service is free of charge, allows for timely deposits and prevents lost checks. A statement of deposit is still provided one each payday.

Please review paycheck for errors. If a mistake is found, please report it to Payroll immediately. Payroll will assist in taking the steps necessary to correct the error. Also, please contact Payroll immediately if a paycheck is lost or stolen.



## Exempt Team Member Reduction of Salary

Exempt team members are paid on a salary basis and, in general, must be paid their full salary for any week in which they perform work. Their salary may be reduced only in the following circumstances:

- Team members who are absent from work for at least a full day for personal reasons other than sickness or disability will not be paid for that day unless they have available paid time off under Momentum Academy's paid time off, vacation or sick policy, if any.
- Team members who are absent for at least a full day because of sickness or disability will not be paid for that day unless they have available time off under Momentum Academy's paid time off, vacation, sickness, or disability policy and the absence qualifies for pay under such policy. The exempt team member's salary will not be reduced for less than a full day because of sickness or disability.
- Team members may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed pursuant to a written policy applicable to all team members regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of such unpaid suspensions is hereby incorporated into all such policies.
- Team members who take leave under the Family and Medical Leave Act will not be paid for that time unless they have available paid time off under the client Momentum Academy's paid time off, vacation, sickness, or disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

This policy is subject to applicable law. Momentum Academy will follow the state law regarding reduction of exempt team members' salaries if the state law is more favorable to team members.

## Time Reporting

All timekeeping and attendance records are Momentum Academy's records and legal documents, and care must be exercised in recording the hours worked, overtime hours and absences. It is Momentum Academy's policy to comply with applicable laws that require records to be maintained of the hours worked by our team members.

To ensure that accurate records are kept of the hours actually worked (including overtime hours where applicable) and of leave time taken, and to ensure payment in a timely manner, hourly and nonexempt salaried team members are required to record time worked and absences on an official electronic time record using the Bamboo HR Workforce Management Time and Attendance module. The Workforce Management module should be used daily at the beginning of your shift, beginning and end of the lunch period, and at the end of the day. Please ensure that your actual hours worked and leave time taken are recorded accurately. Managers are responsible for ensuring that approvals for time records are reviewed and approved to ensure that payroll may be processed according to schedule. Failure to do so causes delays in processing, disrupts the flow of the payroll cycle, and may incur additional charges.

Once a team member logs in, work is to commence immediately. Failure to do so is considered falsification of timekeeping records. If a team member forgets to log in or out, he/she must notify the supervisor/manager immediately so the time may be accurately recorded for payroll.

Exempt team members are not required to record time worked, but are required to record any vacation/PTO, sick or any other leave taken.

Falsification of a time record or clocking in or out for another team member is a breach of Momentum Academy's policy and is grounds for disciplinary action, up to and including termination.

## Overtime Pay

Because of the nature of work, team members may be asked to work overtime on weekends or holidays or additional hours during the regular workday and are expected to comply with such requests. Eligible team members will receive overtime pay in accordance with applicable federal and state laws. Team members who are classified as a nonexempt, will be paid one and one-half times (1 ½) the regular hourly rate of pay for all hours worked beyond forty (40) in any given workweek (or after any shorter or more frequent period mandated by state or local law or local practice). Time off on holidays, sick leave, vacation leave, personal leave or any leave of absence will not be factored in as hours worked when calculating overtime. Alterations to the workday schedule must be approved by a manager, including approval to work any overtime. Team members who work overtime hours without prior approval of their manager will be subject to discipline, up to and including termination.

# Time Off Policies

## Non-exempt Eligibility

Non-exempt, hourly team members **are not** eligible for paid holidays or bereavement. However, they are eligible for the PTO policy below.

## Exempt Eligibility

Exempt, salaried team members **are** eligible for paid holidays, paid personal time, sick time, or bereavement. **Holidays-** Team member must be an active team member to receive holiday pay

- New Year's Day
- Martin Luther King Jr. Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day

- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- December 24
- December 25

## **Paid Personal Time**

The Paid Time Off Policy provides regular, full-time, benefit eligible team members of Momentum Academy with an entitlement of days away from work with pay. Paid Time Off (PTO) days may be used for vacation, personal time, illness, or time off to care for dependents. PTO must be scheduled in advance and approved by managers, except in cases of illness or emergency. PTO requests that are requested to extend school breaks or that fall on scholar assessment days may not be considered for approval unless an emergency arises.

## **Volunteer days**

In order to be in the community it is imperative to be involved with corporate responsibility of (1) day of volunteer per schedule of August through December and January through May is (1) day.

## **Teachers**

All Teachers will receive 10 days of Paid Time Off per fiscal year and are credited on the first day of the fiscal year (7/1). PTO will be prorated on the first year of employment. PTO may be scheduled in whole or half days, but not less than a half day.

In addition to the above-mentioned holidays, Teacher's schedules will follow the school breaks. (i.e.: Fall, Winter, Spring & Summer breaks)

- PTO hours are available from July 1st - June 30<sup>th</sup>. Participation in Summer Professional Development and scheduled practice is required.
- New Hires - PTO is available for use following the 30-day orientation period, prorated to the team member's start date.
- Beginning June 30<sup>th</sup>, 2023 Up to 10 days of Unused PTO may be carried over into the next fiscal year, total PTO hours not to exceed more than 10 days over regularly allocated days.
- PTO requests must be submitted by the team member at least 2 weeks prior to leave and approved through Bamboo HR by the team member's manager. PTO approval may be subject to departmental workload and at the discretion of the manager.
- Any unplanned time off needs to be taken as PTO, if available, and must be entered into the HR system within 48 hours. If the team member does not have any PTO available, time must be taken as unpaid time off.
- Any unused PTO is not paid out at separation.

## **Hourly Team Member Paid Time Off**

All Non- Administration hourly team members receive 56 hours of Paid Time Off that is front loaded

at the beginning of the school year. Team members who start after the beginning of the school year will receive PTO prorated based on their date of hire after the 45-day Orientation Period. These days may be used for vacation, personal time, illness, or time off to care for dependents that occur on a regularly scheduled workday. PTO must be scheduled in advance and approved by a manager, except in cases of illness or emergency. Any unused PTO is not paid out nor carried over to the next year and is not paid out upon separation.

Management reserves the right to ask for a physician's statement in the event of a long-term illness (3 consecutive days), or multiple illnesses or injuries.

**The PTO Policy does not cover scheduled holidays, time off for jury duty or bereavement leave. Questions about PTO earned and used should be referred to a manager**

## **Bereavement Leave**

Team members must be an active team member to receive bereavement pay in the unfortunate event of a death in the immediate family, a leave of absence up to three days with pay will be granted to exempt team members. This paid leave of absence must be taken consecutively within a reasonable time of the day of the death or day of the funeral.

For this purpose, immediate family is defined as:

- Spouse
- Child
- Stepchild
- Parents, stepparents, parents-in-law
- Siblings, step siblings, siblings-in-law
- Grandparents
- Grandchildren

Team members should make the Manager aware of their situation as soon as possible and in accordance with the attendance policy. Upon returning to work, the team member must record his or her absence as Bereavement Leave on his or her attendance record. Proof of death and relationship to the deceased may be required.

## **Jury Duty**

A leave of absence will be granted to any exempt team member who has been notified to serve on jury duty and must be entered into UKG. Exempt team members on jury duty will be paid their full salary while serving for up to 3 days, however, should it exceed four (4) business days, please contact the Payroll team. Team members are permitted to keep any jury duty pay they receive.

- Upon receipt of notice to serve jury duty, the team member should immediately notify his or her supervisor, as well as Human Resources. Additionally, a copy of the notice to serve jury

duty should be attached to the team member's attendance record for attendance purposes.

- Upon the team member's return, the team member must notify the supervisor and must submit a signed Certificate of Jury Service indicating the number of days served.

A team member on jury duty is expected to report to work any day he or she is excused from jury duty before the end of the scheduled workday, where such is permitted by law. Team members called for ½ day sessions are expected to report to work for the other half of the day.

If the jury duty falls at a time when the team member cannot be away from work, Momentum Academy may request that the court allow the team member to choose a more convenient time to serve if he or she makes a request in accordance with the court's procedures. The team member must cooperate with this request.

## **Voting**

Momentum Academy encourages all team members to vote. If there is no time outside of the scheduled workday to vote, supervisors will approve time off to vote either at the beginning or at the end of your workday provided that one day's notice is given to the supervisor. You are allowed up to three hours before work to come in or three hours early that day and will not count against you to vote.

# **Federal Family and Medical Leave Act (FMLA)**

Team members may be entitled to a leave of absence under the federal Family and Medical Leave Act (FMLA). This policy provides team members information concerning federal FMLA entitlements and obligations team members may have during such leaves. If team members have any questions concerning FMLA leave, they should contact Human Resources.

## **Eligibility**

FMLA leave is available to "eligible team members." To be an "eligible team member," a team member must: (1) have been employed by Momentum Academy for at least 12 months (which need not be consecutive); (2) have worked for Momentum Academy for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more team members are located within 75 miles of the worksite.

## **Relation to State or Local Laws**

The FMLA does not displace any state or local laws to the extent that they authorize greater benefits. As a result, state or local family and medical leave laws, state pregnancy leave laws, and state military leave laws may provide:

- longer leave periods,
- paid leave, or

- greater benefit protection during leave

Any state or local provisions authorizing greater benefits will be observed when the affected team member works for Momentum Academy in that state or locality leaves pursuant to the FMLA and leaves pursuant to state law shall run concurrently.

## **Entitlements**

As described below, the FMLA provides eligible team members with a right to unpaid leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles team members to certain written notices concerning their potential eligibility for and designation of FMLA leave.

### **Pregnancy Paid Maternity Leave, adoption or foster care**

Momentum Academy will follow the FMLA leave policy.

### **Basic FMLA Leave Entitlement**

The FMLA provides eligible team members up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined on a rolling 12-month calendar. Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the team member's child after birth, or placement for adoption or foster care
- To care for the team member's spouse, son, daughter, or parent (but not in-law) who has a serious health condition
- For the team member's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the team member unable to perform one or more of the essential functions of the team member's job

### **Additional Military Family Leave Entitlement (Injured Service Member Leave)**

In addition to the basic FMLA leave entitlement discussed above, an eligible team member who is the spouse, son, daughter, parent or next of kin of a covered service member is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member or covered veteran with a serious injury or illness. Leave to care for a service member or covered veteran shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible team member takes leave to care for the injured service member.

### **Intermittent Leave and Reduced Leave Schedules**

FMLA leave usually will be taken for a period of consecutive days, weeks, or months. However, team members also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the team member or covered family

member or the serious injury or illness of a covered service member.

## Protection of Group Health Insurance Benefits

During FMLA leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

Unless Momentum Academy notifies team members of other arrangements, whenever team members are receiving pay from Momentum Academy during FMLA leave, Momentum Academy will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member were actively working. If FMLA leave is unpaid, team members must pay their portion of the group health premium on a monthly basis. Team members should contact Human Resources to make arrangements to continue to pay their portion of the premiums during any period of unpaid leave.

Momentum Academy's obligation to maintain health care coverage ceases if a team member's premium payment is more than 30 days late. If a team member's payment is more than 15 days late, Momentum Academy will send a letter notifying the team member that coverage will be dropped on a specified date unless the co-payment is received before that date. If team members do not return to work within 30 calendar days at the end of the leave period (unless team members cannot return to work because of a serious health condition or other circumstances beyond their control) they will be required to reimburse Momentum Academy for the cost of the premiums Momentum Academy paid for maintaining coverage during their unpaid FMLA leave.

## Notice of Eligibility for, and Designation of, FMLA Leave

Team members requesting FMLA leave are entitled to receive written notice from our third-party administrator, FMLASource, telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, team members are entitled to receive written notice of 1) their rights and responsibilities in connection with such leave; 2) Momentum Academy's designation of leave as FMLA-qualifying or non-qualifying, if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the team member's leave entitlement.

Momentum Academy may retroactively designate leave as FMLA leave with appropriate written notice to team members provided Momentum Academy's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the team member. In all cases where leaves qualify for FMLA protection, Momentum Academy and team members can mutually agree that leave be retroactively designated as FMLA leave.

# Team member FMLA Leave Obligations

Team members who take FMLA leave must timely notify their manager and Human Resources of their need for FMLA leave and complete the required forms from our third-party administrator, FMLASource.

The following describes the content and timing of such team member notices:

To trigger FMLA leave protections, team members must inform Momentum Academy of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Team members may do this by either requesting FMLA leave specifically or explaining the reasons for leave to allow Momentum Academy to determine that the leave is FMLA-qualifying. For example, team members might explain that:

- A medical condition renders them unable to perform the functions of their job
- They are pregnant or have been hospitalized overnight
- They or a covered family member are under the continuing care of a healthcare provider
- The leave is due to a qualifying exigency caused by a covered military member being on active duty or called to active-duty status
- The leave is for a family member, the condition renders the family member unable to perform daily activities or the family member is a covered service member with a serious injury or illness

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Team members must respond to Momentum Academy’s questions to determine if absences are potentially FMLA-qualifying.

If team members fail to explain the reasons for FMLA leave, the leave may be denied, and the team member may be subject to discipline under the attendance policy. When team members seek leave due to FMLA-qualifying reasons for which Momentum Academy has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

## Timing of Team Member Notice

Team members must provide 30 days’ advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days’ notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide Momentum Academy notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members, who fail to give a 30-day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.



## **Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules**

When planning medical treatment, team members must consult with Momentum Academy and make a reasonable effort to schedule treatment so as not to unduly disrupt Momentum Academy's operations, subject to the approval of a team member's health care provider. Team members must consult with Momentum Academy prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both Momentum Academy and the team members, subject to the approval of a team member's health care provider. If team members provide notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Momentum Academy may require team members to attempt to make such arrangements, subject to the approval of the team member's health care provider.

When team members take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the team member or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, Momentum Academy may temporarily transfer team members, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the team members are qualified and which better accommodate recurring periods of leave.

When team members seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, team members must advise Momentum Academy of the reason why such leave is medically necessary. In such instances, Momentum Academy and team members shall attempt to work out a leave schedule that meets the team member's needs without unduly disrupting Momentum Academy's operations, subject to the approval of the team member's health care provider.

## **Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)**

Depending on the nature of FMLA leave sought, team members may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an initial certification, a recertification, and a return to work/fitness for duty certification.

It is the team member's responsibility to provide Momentum Academy with timely, complete, and sufficient medical certifications. Whenever Momentum Academy requests team members to provide FMLA medical certifications, team members must provide the requested certifications within 15 calendar days after Momentum Academy's request, unless it is not practicable to do so despite a team member's diligent, good faith efforts. Momentum Academy's third-party

administrator, FMLASource, shall inform team members if submitted medical certifications are incomplete or insufficient and provide team members at least seven calendar days to cure deficiencies. Momentum Academy's third-party administrator, FMLASource, may deny FMLA leave to team members who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the team member's permission, Momentum Academy's third-party administrator, FMLASource may contact the team member's health care provider to authenticate or clarify completed and sufficient medical certifications. If team members choose not to provide Momentum Academy's third-party administrator, FMLASource with authorization allowing it to clarify or authenticate certifications with health care providers, FMLASource may deny FMLA leave if certifications are unclear. Whenever Momentum Academy deems it appropriate to do so, it may waive its right to receive timely, complete, and/or sufficient FMLA medical certifications.

## **Initial Medical Certifications**

Team members requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If team members provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If Momentum Academy has reason to doubt initial medical certifications, it may require team members to obtain a second opinion at Momentum Academy's expense. If the opinions of the initial and second health care providers differ, Momentum Academy may, at its expense, require team members to obtain a third, final and binding certification from a health care provider designated or approved jointly by Momentum Academy and the team member.

## **Medical Recertification**

Depending on the circumstances and duration of FMLA leave, Momentum Academy may require team members to provide recertification of medical conditions giving rise to the need for leave. Momentum Academy will notify team members if recertification is required and will give team members at least 15 calendar days to provide medical recertification.

Momentum Academy may request certification in less than 30 days, or before the minimum duration of the condition has elapsed, if: a) team members request extensions of leaves; b) circumstances described by the previous certification have changed significantly (e.g., the duration or frequency of the absence, the nature or severity of the illness, complications, etc.); or c) Momentum Academy receives information casting doubt upon a team member's stated reason for the absence or the continuing validity of a certification.

## **Return to Work/Fitness for Duty Medical Certifications**

Unless notified that providing such certifications is not necessary, team members returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Momentum Academy medical certification confirming they are able to return to work and the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. Momentum Academy may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

## **Submit Certifications Supporting Need for Military Family Leave**

Upon request, when team members seek leave due to qualifying exigencies arising out of the active duty or call to active duty status of covered military members, Momentum Academy may require team members to provide: 1) a copy of the covered military member's active duty orders or other documentation issued by the military indicating the covered military member is on active duty or call to active duty status and the dates of the covered military member's active duty service or a copy of the covered service member's rest and recuperation leave orders; and 2) a certification from the team member setting forth information concerning the nature of the qualifying exigency for which leave is requested. Team members shall provide a copy of new active-duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different active duty or call to active-duty status of the same or a different covered military member.

When leave is taken to care for a covered service member with a serious injury or illness, Momentum Academy may require team members to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, Momentum Academy may request that the certification submitted by team members set forth additional information provided by the team member and/or the covered service member confirming entitlement to such leave. Further, if the healthcare provider is one other than those listed below, an employer may request second and third opinions from that healthcare provider.

## **Substitute Paid Leave for Unpaid FMLA Leave**

Team members may elect to use any accrued paid time while taking unpaid FMLA leave. During federal FMLA, Momentum Academy may require team members to substitute paid leave for otherwise unpaid FMLA. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with a team member's FMLA entitlement. Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement.

## **Report Periodically Concerning Intent to Return to Work**

Team members must contact Momentum Academy periodically at a reasonable period (e.g., every 2 weeks) regarding their status and intention to return to work at the end of the FMLA leave period. If a team member's anticipated return to work date changes and it becomes necessary for the team member to take more or less leave than originally anticipated, the team member must provide Momentum Academy with reasonable notice (i.e., within 2 business days) of the team member's changed circumstances and new return to work date. If team members give Momentum Academy unequivocal notice of their intent not to return to work, Momentum Academy's obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

## **Coordination of FMLA Leave with Other Leave Policies**

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult Momentum Academy's other leave policies or contact Human Resources.

## **Questions and/or Complaints about FMLA Leave**

If you have questions regarding this FMLA policy, please contact Human Resources. Momentum Academy is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain, or deny the exercise of any right provided under FMLA; or 2) terminate or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. Momentum Academy will not retaliate against any team member who exercises his/her rights under the FMLA. If team members believe their FMLA rights have been violated, they should contact Human Resources immediately.

Momentum Academy will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Team members also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

## **Definitions**

Definitions are defined by federal regulations.

## **Medical Leaves of Absence**

Some team members may not be eligible for medical leave under FMLA due to years of service, job status, number of hours worked in the preceding twelve months or who have exhausted the twelve-week entitlement. While Momentum Academy is not necessarily required to, it may, in its discretion, provide team members an unpaid medical leave of absence.

A medical leave of absence may be granted with the approval and at the discretion of management and Human Resources. Team members must submit medical certification that supports the need for the medical leave. In all cases, the Medical Certification form must be turned in no later than 15 calendar days from the date that the leave is requested to begin.

Momentum Academy will review all requests on an individual basis, in consideration of the job requirements, the availability of temporary replacement and the department's ability to reinstate the team member after the leave. While the department/program will base its decisions on the above factors, team members should understand that their jobs are not protected and may be filled during their leave, unless otherwise required by law.

During this leave status, team members are expected to exhaust their available PTO balances and are responsible for payment of insurance premiums. Human Resources may be consulted for details on the impact to team member benefits. Leave requests must be made at least thirty (30) days in advance of the date the team member would like the leave to begin or, in emergency situations, with as much advance notice as is practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the team member.) Such leave may not be taken intermittently.

Unless notified that providing such certifications is not necessary, team members returning to work leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Momentum Academy medical certification confirming they are able to return to work and the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. Momentum Academy may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

## **Military Leave (USERRA)**

Momentum Academy is committed to protecting the job rights of team members in the uniformed services. A military leave of absence will be granted to team members who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA). Eligible team members may take up to five cumulative years of leave under this policy.

Advance notice of military service and a copy of service orders are required. Unless military necessity prevents such notice or it is otherwise impossible or unreasonable, notice must be provided within 30 days of active service.

Military leave will be unpaid. However, team members may elect to use accrued paid time off for the absence. Benefit accruals, such as vacation, sick leave, or holiday benefits, will be suspended during the leave and will resume upon the team member's return to active employment.

Momentum Academy's health insurance coverage will continue until the end of the month following the month in which the team member last worked. The team member will be required to pay his or

her normal team member share of the premium during this time. After this period, the team member has the right under COBRA to elect continuing group health insurance, at the team member's expense, for up to 24 months following separation from employment.

A team member who takes leave under this policy will be eligible for reemployment, provided that the team member was honorably discharged from military service and provides discharge documentation.

A returning team member must seek timely reinstatement depending upon the length of the military service, as follows, or defined by applicable state law:

Length of Service	Time Limit for Seeking Reinstatement
Less than 31 days	By the start of the first workday that begins at least eight hours after the completion of service

31 to 179 days

31 to 179 days	No later than 14 days following the completion of service
180 days or more	No later than 90 days following the completion of service

A team member who is hospitalized for an injury or illness incurred or aggravated during military service will have up to two years following the completion of service to apply for reemployment to Human Resources.

Team members returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA.

Length of Service	Reemployment Position(s)
90 or fewer days	Position that the team member would have held if employment had not been interrupted by military service; or  Team member's previous position.

More than 90 days	Position that the team member would have held if employment had not been interrupted by military service; or A position of like seniority, status and pay for which the team member is qualified, with or without reasonable efforts by Momentum Academy to help the team member become qualified.
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## Personal Leave of Absence

In an effort to recognize the need of team members who require time off prior to reaching FMLA eligibility, after exhausting time under FMLA or for reasons that may not qualify for FMLA eligibility, Momentum Academy may consider a personal leave of absence for up to a maximum of 10 business days with a 12-month period. Team members are required to exhaust their Paid Time Off (PTO) balance before taking unpaid time under this leave policy. After the team member has exhausted their PTO balance any time under this policy will be unpaid. Leave may only be taken continuously and in full-day increments.

### Eligibility

All regular team members employed by Momentum Academy for a minimum of 45 days are eligible to apply for a personal leave of absence. Job performance, absenteeism and departmental requirements all will be taken into consideration before a request is approved. The approval of personal leave is at the discretion of the team member's manager. Requests for personal leave may be denied or granted by the company for any reason or no reason and are within the sole discretion of Momentum Academy.

### Timing of Team Member Notice

Team members must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, team members must provide Momentum Academy notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Team members, who fail to give a 30-day notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy may have leave delayed or denied.

### Procedures

#### Team member

An eligible team member should submit a request in writing via the leave request form to his or her manager complete with supplemental documentation regarding the reason for leave.

#### Manager

The Manager will:

- Review the request taking workload scheduling and departmental requirements into consideration.
- Submit the department-level decision to human resources.
- Return a decision to the team member as soon as feasible after receipt of the written request

## **Continuation of Benefits While on Leave**

During leave, eligible team members are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work. Unless Momentum Academy notifies team members of other arrangements, whenever team members are receiving pay from Momentum Academy during leave, Momentum Academy will deduct the team member portion of the group health plan premium from the team member's paycheck in the same manner as if the team member were actively working.

Team members must contact Human Resources to make arrangements to continue to pay their portion of the premiums during any period of unpaid leave.

## **Return to work/extension of leave**

A team member is required to return from the unpaid personal leave on the originally scheduled return date. If the team member is unable to return, he or she must request an extension of the leave in writing. If Momentum Academy declines to extend the leave, the team member must then return to work on the originally scheduled return date or be considered to have voluntarily resigned from employment under the absence policy contained in this handbook. Extensions of leave will be considered on a case-by-case basis.

Unless notified that providing such certifications is not necessary, team members returning to work leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Momentum Academy medical certification confirming they are able to return to work and the team members' ability to perform the essential functions of the team members' position, with or without reasonable accommodation. Momentum Academy may delay and/or deny job restoration until team members provide return to work/fitness for duty certifications.

# **Benefits**

## **Team Member Benefits Programs**

Eligible team members are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all team members in the manner prescribed by law.

A summary of the wide range of benefits Momentum Academy provides is set forth below. Many of



these benefits are described in insurance contracts or other plan documents. Team member contributions for the benefit programs may differ. Please see the benefits enrollment worksheet for more details.

Following new hire benefit elections (including, but not limited to, health benefits), changes to certain benefit elections/coverage can only be made during the annual open enrollment period or if the team member has a qualifying event, e.g., marriage, divorce, birth of a child, etc.

The following benefit programs are available to eligible team members, but can change at any time:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Flexible Spending Accounts
- Health Savings Account
- Life Insurance
- Short Term Disability
- Long Term Disability
- City of St. Louis Pension Plan

## **Health Insurance Portability and Accountability Act (HIPAA)**

Momentum Academy is committed to maintaining a work environment that follows all Federal and/or State guidelines in regard to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Momentum Academy will protect Personal Health Information (PHI). Momentum Academy will comply with the standards and other requirements of the regulations. Momentum Academy reserves the right to change the terms of this notice and to make the new notice provisions effective for all PHI that it maintains.

## **Continuation of Benefits (COBRA) – third party administrator WageWorks**

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law that requires most employers sponsoring group health plans to offer temporary extension of health coverage under certain circumstances in which the coverage would otherwise end. This is called continuation coverage.

Through COBRA, team members and their eligible dependents may have the right to continuation coverage under the Company's group health insurance program at their own cost for a maximum period of 18 to 36 months (length of time dependent on the qualifying event) after a qualifying event that causes an individual to lose health coverage.

**Qualifying events are:**

- The death of the covered team member
- The termination of the team member
- A reduction in the team member's hours, so that the team member or dependent is ineligible for coverage
- The divorce or legal separation of the covered team member and his or her spouse
- For spouses and eligible dependents, the team member's entitlement under Medicare
- A dependent child who ceases to be a dependent under the terms of the plan

Team members or an eligible dependent must report a qualifying event to Human Resources within 60 days after the date the event occurs.

COBRA continuation is limited to those team members and/or dependents under specific events such as when eligible to receive Medicare benefits.

## **Workers' Compensation Insurance**

To provide for payment of team member medical expenses and for partial salary continuation in the event of a work-related accident or illness, team members are covered by workers' compensation insurance. The amount of benefits payable and the duration of payment depend on the nature of the injury or illness. If a team member is injured or becomes ill on the job, they must immediately report such injury or illness to their manager and Human Resources. This ensures that Momentum Academy can assist in obtaining appropriate medical treatment. Failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize the team member's right to benefits in connection with the injury or illness.

# **Momentum Academy- Continuing Ed Funding**

## **Application Procedures**

1. Complete the online application form.
2. Applications will be reviewed and approved on a quarterly basis by a Review Board led by the National Director of People Development in coordination with the applicant's direct supervisor.
3. Applications can be submitted at any time and will be reviewed in the order they are received until funds are exhausted.

## **Pre Approval and Release of Funds**

If the applicant receives pre approval, that means that the funds are earmarked for the purpose of reimbursement for the learning experience. Funds are released to the applicant after the learning experience occurs.

The applicant must provide the following documentation:

1. Proof of Experience Cost (Tuition statement, invoice, etc.)
2. Proof of Payment (Receipt(s))
3. Proof of Completion (Grade of “B” or above, or workshop certificate of completion, etc.)

## Post-Award Procedures

Award recipients are required to share the results of their learning experiences with the Momentum Academy Community as is agreed to at the time of the approval of the award. This should be coordinated with the team member’s supervisor, and it is recommended that a presentation be delivered as a part of ongoing staff development.

## Award Types and Maximum Award Amounts

1. Program of Study, Graduate Credits: This program is for individuals enrolled in a program of study working toward a post-baccalaureate degree. There are two different maximum funding levels for degree-earning credits:
  - a. Note: Priority will be given to individuals who are pursuing their 1st Master’s degree. Therefore, Momentum Academy may not be able to support individuals who are pursuing a 2nd Master’s degree or Doctorate degree.
2. General Graduate Credits: This program is for individuals not enrolled in an official program of study, but is taking general Graduate Level credits. The maximum amount awarded will be \$500 per year.
3. Program of Study, Undergraduate Credits: This program is for individuals enrolled in a program of study working toward an undergraduate degree. Programs of study must have a close nexus to our work at Momentum Academy to qualify for an award. The maximum amount awarded will be \$1300 per year.
4. General Professional Growth: This program is intended to cover the costs of any professional development experience other than those previously stated including professional workshops and seminars directly related to the employee’s current job function. The maximum amount to be awarded will be \$2000 per person per fiscal year.
  - a. Note: if the employee is required to complete the training as part of their current responsibilities, all costs/fees should be covered by site/functional budgets for the full amount. The Continuing Education Program is not intended to reimburse employees for the cost of required trainings.
  - b. Note: An individual is able to seek and be granted an award for job-related training or professional development (ex. Love and Logic training, Engage NY training, etc.). It is important to note that the “spirit” of this award is to serve the individual employee’s desire to grow rather than the needs of the site or business unit. Therefore, we strongly discourage supervisors from applying undue influence upon employees to apply for a program award in order to advance organizational objectives.
  - c. Note: Priority will be given to conferences that focus on professional growth

rather than on networking. Networking conferences should be covered by the organizational budget.

Funding Levels Maximum of \$2,000 a year Maximum of \$800 a year

**General Information:**

1. For any items that need reimbursement, receipts must be submitted to the Director of Federal Programs, in a manner consistent with the Business Office procedures.
2. These awards will only be awarded after all other sources of funding have been examined by the applicant including the school/site budgets, available Title funding, etc.
3. These awards are a part of a limited fund and funds are awarded until the fund is exhausted. All applicants must submit applications annually even if they have previously received an award.
4. Requests which directly pertain to key organizational priorities will be given preference.

**Criteria for Judging an Application**

**Technical:**

1. Were the procedures followed? (Examples: provided a detailed budget, provided detailed description of how the learning experience funded through this program will stimulate personal professional growth to the benefit of those whom you serve through your position at Momentum Acade, etc.)
2. Have the goals of the project been clearly articulated?
3. Is the application organized?

**Content:**

1. Are the goals of the learning experience within the context of and able to support the execution of the mission of Momentum Academy?
2. How will the learning experience impact students?
3. Has the applicant clearly shown why funding is necessary (vs. school/site funding, Title funding, etc.)?
4. Does the learning experience fit the type of award being applied for?
5. Application reflects thoughtful consideration and careful planning.

**Other Considerations:**

1. Has this person received a Continuing Education award before? If so, when and for what amount?
2. Amount of money available in the budget and number of total applications received in a given year.

# Extended School Year & Summer School Program

Each Summer Momentum Academy hosts the extended school year (ESY) & Summer School program for Momentum Academy for Promotion in Doubt Scholars and those who could benefit from intense interventions.

## ESY Teachers:

- Believe the purpose of education is both academic achievement AND character development
- Provide whatever is necessary to ensure ALL students are successful and are developing strong character
- Ensure high academic standards are set for and met by all students
- Collaborate with Learning Support Specialists to provide rigorous, standards-based learning to students with individualized education programs (IEPs)
- Execute rigorous, small-group instruction based on individual needs of students
- Differentiate curriculum and instruction to meet needs of students with IEPs
- Use student performance data derived from teacher-created and standardized assessments to drive instructional decision-making and IEP development
- Perform Virtual Learning as documented in OSE Virtual Learning Plans
- Complete small group meetings with scholars of similar abilities to review areas of growth and additional practice.

This position is an at-will position and is not included in annual salary compensation. It is paid via an additional stipend agreement to be received during the last pay period of June. The stipend will be provided as a temporary increase to team members' regular pay and will, therefore, be subject to payroll taxes and deductions. Team members must commit to working all 14 days during ESY. (Juneteenth is an observed organizational holiday.)

Additional Momentum Academy Team members such as Teaching Assistants and School Operations staff may also have the opportunity to participate in ESY as needed. Hourly team members participating in ESY will continue their hourly rate for compensation unless otherwise noted in a separate agreement or offer.

## Response to Covid-19

Momentum Academy remains committed to the health and safety of all team members, by following the guidelines of the CDC. For information regarding action steps, please refer to:

<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>

In the instance of a positive test result, team members will not be required to exhaust PTO. In efforts to properly ensure we are taking the necessary steps to reduce the spread of COVID-19 and maintain safe operations in our schools, team members will be compensated during the required quarantine period. Medical documentation must be provided in order to receive compensation.

## **Lactation Accommodation Provisions**

Momentum Academy acknowledges the lactations accommodation law in Section 160.995, RSMo, and therefore provides breastfeeding employees, teachers, and students the following lactation accommodations:

### **Reasonable Time to Express Milk at Work**

Employees, teachers, and students shall be provided a minimum of three opportunities during a school day, at intervals agreed upon by the district and the individual (usual break and meal periods should be utilized for expressing milk when possible), to accommodate an employee's, teacher's, or student's need to express breast milk, breastfeed a child, or address other needs relating to breastfeeding. Employees, teachers, and students shall be provided reasonable time to express milk while at work for at least one year following the child's birth.

### **A Private Area for Milk Expression**

Employees, teachers, and students will be provided with a private place, other than a bathroom, in each public school building, that is shielded from view and free from intrusion from coworkers or other students and the public. The room shall be a designated space for lactation and for the exclusive use of women to express breast milk or breastfeed a child.

The room will:

- Be in close proximity to the employee's work station or the teacher or student's classrooms when possible
- Have a door equipped with a functional lock or, if this is not possible, the room will have a sign advising that the room or location is in use and not accessible to other employees, students, or the public
- Be well lit and ventilated
- Ensure privacy by covering any windows with a curtain, blind, or other covering
- Contain, at minimum, a chair and a small table, counter, or other flat surface
- Include an electrical outlet and be in close proximity to a sink with running water and a refrigerator for breast milk storage

No employee, teacher, or student shall be discriminated against for breastfeeding or expressing milk during the school day, and reasonable efforts will be made to assist users of this policy in meeting their infant feeding goals while at work or school. This policy shall be communicated to all current employees and included in new employee orientation training, and this policy will be included in the student handbook.

Any act found to be intentional that invades a nursing mother's privacy shall be treated as a disciplinary offense and reported to the building administrator.

## District Responsibilities

Momentum Academy will:

- Maintain the cleanliness of the room or location set aside for the use of those expressing breast milk.
- Notify employees and students returning to school following the birth of a child of their rights under Section 160.995, RSMo. This notice may either be provided individually to affected employees and students or to all employees and students generally through posting in a central location.

## Employee/Teacher/Student Responsibilities

**Breastfeeding employees, teachers, and students utilizing lactation support services will:**

- Give school administrators advance notice of the need for lactation accommodations, preferably prior to their return to school following the birth of the child. This will allow school administrators the opportunity to establish a location and work out scheduling issues.
- Maintain the designated area by wiping down surfaces with antibacterial wipes so the area is clean for the next user.
- Ensure the safekeeping of expressed breast milk stored in any refrigerator on the premises. Breast milk can be stored in a general school building refrigerator, in a refrigerator provided in the lactation room, or in the employee's personal cooler.

# Team Member Acknowledgement

In this handbook, I have been provided with Momentum Academy Policies and procedures for employment. I agree to abide by Momentum Academy Policies and procedures at all times. If I have any questions or concerns regarding Momentum Academy's policies and procedures, I will ask my manager or Human Resources. I understand that Momentum Academy reserves the right to amend these policies at any time and to make the amended document available. With my signature, I acknowledge that I have read and reviewed the policies and procedures contained in this handbook and that my failure to follow these policies and procedures may be subject to disciplinary action including and up to termination.

Knetra Nelson  
Senior Human Resources Generalist  
Humanresources@momentumacademystl.org

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Signature

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Date