



PERSONNEL POLICIES MANUAL

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I. EMPLOYMENT POLICIES

II. WELCOME

This Personnel Policies Manual (“Manual”) contains information about the employment policies and practices of Oasis Academy (also referred to as the “Academy” or the “School”). We expect each employee to read this Manual carefully as it is a valuable reference for understanding your job and the School’s commitment to its students and employees. All previously issued Manuals and any inconsistent policy statements—oral or written—are superseded.

Oasis Academy reserves the right to revise, delete or add to any and all policies, procedures, work rules, or benefits stated in this Manual. All such revisions, deletions, or additions must be in writing and must be signed by the Chief Executive Officer (the “CEO”) of the School to become effective. No oral statements or representations can change or alter the provisions of this Manual.

Not all the School policies and procedures are set forth in this Manual. We have summarized only some of the more important ones. If you have any questions or concerns about this Manual or any other policy or procedure, please ask your supervisor.

AT-WILL EMPLOYMENT POLICY

Employment with Oasis Academy is at-will. At-will employment means that you or Oasis Academy may terminate the employment relationship for any or no reason, with or without cause or notice, at any time. Nothing in this Manual or in any other document or oral statement shall limit the right to terminate employment at will. No supervisor or manager has any authority to enter into a contract of employment—express or implied—with any employee.

This policy of at-will employment may be revised, deleted, or superseded only by a written employment contract signed by the CEO, which expressly revises, modifies, deletes, or supersedes the policy of at-will employment. Unless your employment is covered by such a written employment contract signed by the CEO or a Nevada statute or regulation directly and unambiguously applies to modify the at-will presumption, this policy of at-will employment is the sole and entire agreement between you and the School as to the duration of employment and the circumstances under which employment may be terminated. To the extent a written employment contract signed by the School’s CEO exists between the Academy and a particular employee, the contract between the School and the particular employee shall control if it conflicts with the policies set forth in this Manual.

With the exception of employment at-will, terms and conditions of employment with Oasis Academy may be modified at the sole discretion of Oasis Academy with or without cause or notice at any time as allowed by law. No implied contract concerning any employment-related decision or term or condition of employment can be established by any other statement, conduct, policy, or practice, nor does any arise from the terms or conditions set forth in this Manual.

EQUAL EMPLOYMENT PRACTICES

The School is an equal opportunity employer. In accordance with applicable law, the School prohibits discrimination based on race, color, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, status as HIV positive, genetic information, gender identity and expression, or any other consideration protected by federal, state or local laws. The School's commitment to equal opportunity employment applies to all persons involved in the operations of the School and prohibits discrimination by any employee or agent of the School, including supervisors and coworkers.

ACCOMMODATION POLICY

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee, unless undue hardship to the School or a direct threat to others would occur as a result.

Any applicant or employee who requires an accommodation in order to perform the essential functions of the job he or she holds or desires should contact the CEO and request such an accommodation. The accommodation request can be written or oral and can be made by the employee or by someone else on the employee's behalf. The requesting individual should specify what barriers or limitations make it difficult for the individual to perform the job. The School will investigate these barriers or limitations and then identify what possible accommodations, if any, will help to eliminate the barrier(s) or limitation(s). If the requested accommodation is reasonable and will not impose an undue hardship or a direct threat, the School will make the accommodation in accordance with applicable law. The School may propose an alternative to the requested accommodation or substitute one reasonable accommodation for another, but the School retains the ultimate discretion to choose between reasonable accommodations.

The accommodation process is interactive, and it may take multiple conversations between the School and the requesting individual before an accommodation is reached. Employees are expected to fully cooperate in the accommodation process, including making every effort to provide management with current medical information. Employees who do not meaningfully cooperate in the accommodation process may waive the right to accommodation.

HARASSMENT PROHIBITED

Oasis Academy prohibits sexual harassment as well as harassment because of race, color, religion, sex, pregnancy, age, national origin or ancestry, disability, veteran status, sexual orientation, status as HIV positive, genetic information, gender identity and expression, or any other consideration protected by federal, state, or local laws. This policy prohibiting harassment applies to all persons involved in the operations of the School and prohibits such harassment by any employee or agent of the School, including supervisors and co-workers. The policy also

prohibits harassment by visitors, vendors, or other service providers at our campus. The School is committed to taking all reasonable steps to prevent unlawful harassment from occurring.

Prohibited harassment includes but is not limited to:

Verbal conduct such as epithets, derogatory comments, slurs, or unwanted sexual advances, invitations, or comments.

Visual conduct such as derogatory posters, photography, cartoons, drawings, or gestures.

Physical conduct such as unwanted touching, blocking normal movement, or interfering with work directed at you because of your sex or any other protected basis.

Threats and demands to submit to sexual requests in order to keep your job or avoid some other loss, and offers of job benefits in return for sexual favors.

Retaliation for opposing, reporting or threatening to report harassment, or for participating in an investigation, proceeding or hearing regarding prohibited discrimination or harassment, either as a witness or a participant.

RETALIATION PROHIBITED

Applicable law and Academy policy prohibit retaliation against any employee for opposing, reporting, or threatening to report prohibited discrimination or harassment, or for participating in any manner in an investigation, proceeding or hearing regarding prohibited discrimination or harassment.

REPORTING PROHIBITED DISCRIMINATION, HARASSMENT & RETALIATION

If you believe you have been subjected to prohibited discrimination, harassment, or retaliation on the job, or if you are aware of an incident of prohibited discrimination, harassment, or retaliation involving another employee, please provide a written or verbal report to the CEO and Board Chair as soon as possible. If you do not feel comfortable bringing the issue to either of those individuals, you may report the issue to the CFO, CAA, or Board Vice Chair.

Your report should include details of the incident(s), the name of individuals involved, the names of any witnesses, and any documentary evidence. The School will investigate reported incidents of prohibited discrimination, harassment, and retaliation. The investigation will be completed and a determination made and communicated to you as soon as practical. The School will endeavor to protect the privacy and confidentiality of the parties involved to the extent possible consistent with a thorough investigation.

If the School determines that prohibited discrimination, harassment, or retaliation has occurred, it will take remedial action commensurate with the severity of the offense. Action proportionate with the severity of the offense will also be taken to deter future discrimination, harassment, or retaliation.

In furtherance of the School's policy against discrimination, harassment, and retaliation, all supervisory employees who witness prohibited conduct or otherwise become aware of any allegations or complaints of such activity must report it to the CEO. A supervisory employee's failure to immediately report such activity, complaints, or allegations may result in discipline, up to and including termination of employment.

POLICY AGAINST WORKPLACE VIOLENCE

The safety of our students and employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment, and/or coercion, which involve or affect the School's students or staff, or which occur on the School property, will not be tolerated.

The prohibition against threats and acts of violence applies to students and all persons involved in the operation of Oasis Academy, including, but not limited to School personnel, contract, and temporary workers and anyone else on the School property or interacting with students or School personnel in their professional capacity. Violations of this policy, by any individual, will result in disciplinary and/or legal action as appropriate.

Workplace violence is any intentional conduct which is sufficiently severe, offensive, or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends, and/or property such that employment conditions are altered or a hostile, abusive, or intimidating work environment is created for one or several the School employees. Examples of workplace violence include, but are not limited to, the following:

Threats or acts of violence occurring on the School premises, regardless of the relationship between the School and the parties involved in the incident.

Threats or acts of violence occurring off the School premises involving someone who is acting in the capacity of a representative of the School.

Threats or acts of violence occurring off the School premises involving an employee of the School who is a victim if the School determines that the incident may lead to an incident of violence on the School premises.

Threats or acts resulting in the conviction of an employee or agent of the School, or of an individual performing services for the School on a contract or temporary basis, under any criminal code provisions relating to violence or threats of violence which adversely affect the legitimate business interests of the School.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

Threatening physical or aggressive contact directed toward another individual.

Any overt action which would cause another person to reasonably fear for his/her safety.

Threatening an individual or his/her family, friends, associates or property with physical harm.

The intentional destruction or threat of destruction of the School property or another's property.

Harassing or threatening phone calls.

Stalking.

Veiled threats of physical harm or like intimidation.

Verbal or physical threats of violence must be treated seriously and reported immediately to the employee's supervisor and the CEO. In situations where an employee becomes aware of an imminent act of violence, a threat of imminent violence, or actual violence, emergency assistance must be sought immediately. In such situations, the employee should contact the CEO and law enforcement, if appropriate, by dialing 911.

Any person who engaged in a threat or violent action on the School property may be removed from the premises as quickly as safety permits and may be required, at the School's discretion, to remain off the School premises at least pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a School employee, a judgment will be made by the School as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing School policy or procedure should be interpreted in a manner that prevents the above from occurring.

Oasis Academy will make the sole determination of whether, and to what extent, threats or acts of violence will be acted upon by the School. In making this determination, the School may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that violation of this policy has occurred. No provision of this policy shall alter the at-will nature of employment at the School.

Full cooperation with this policy is required for Oasis Academy to accomplish its goal of providing a safe and productive learning environment for its students. Any questions regarding employee obligations under this policy should be directed to the CEO. Employees may ask questions under this policy or make reports without fear of reprisal.

OPEN DOOR POLICY

At some time during your employment, you may have a complaint, suggestion, or question about your job, your working conditions or the treatment you are receiving. The following procedures should be followed to address any of these issues:

1. Discuss the situation with your immediate supervisor. If the issue cannot be resolved with your supervisor, then...

2. Discuss the matter with your supervisor's manager. If this still doesn't resolve the issue, then...
3. Discuss the issue with the CEO.
4. Some grievances are extremely sensitive and/or may involve one or more of the individuals identified in steps 1 through 3. In such situations, the employee should feel free to talk with the Board Chair.

This procedure, which we believe is important for both you and the School, may not always result in every problem being resolved to your satisfaction. However, the School values your input and you should feel free to raise issues of concern without fear of retaliation.

EMPLOYMENT PRACTICES AND PROCEDURES

HIRING RELATIVES

Oasis Academy does not maintain a strict policy prohibiting the employment of relatives in all circumstances. However, a familial relationship among employees may have the potential to create an actual or potential conflict of interest in the employment setting, especially where one relative supervises another relative. To avoid this problem, employees' relatives will not be eligible for employment with Oasis Academy where potential problems of supervision, safety, security, or morale, or potential conflicts of interest exist.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment, at the discretion of School.

If two employees marry, become related, or enter into an intimate relationship, they may not remain in a reporting relationship or in positions where one individual may affect the compensation or other terms or conditions of employment of the other individual. The School will attempt to identify other available positions, and the employees will have 30 days to decide which individual will remain in his/her current position. If no alternate position is available, the employees will have 30 days to decide which employee will remain with the School. If this decision is not made in the time allowed, the School will make the decision or both employees will be terminated.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

PERFORMANCE EVALUATIONS

Performance evaluations at Oasis Academy are done in accordance with applicable state and federal laws.

CONFLICT OF INTEREST – SELECTION COMMITTEES

Any employee who feels that he or she would have a conflict of interest by serving as a member of a selection committee, should not serve. A conflict of interest is any circumstance that would improperly influence a person to depart from the objective and impartial discharge of his or her responsibilities as a member of a selection committee. A conflict of interest may arise from any number of situations, such as a committee member being a relative of a candidate, close personal friend, former business associate, etc. If an individual is unsure if a conflict of interest might exist by serving as a member of a committee, he or she should consult with the CEO or his or her designee. If another member of the selection committee, or any other person who has knowledge of the composition of the committee, believes there may be a conflict of interest, that person should notify the chairperson of the selection committee as soon as possible.

CONFLICT OF INTEREST – EVALUATIONS

An inherent conflict of interest and/or appearance of impropriety arises when a supervisor or other School employee, or member of the Board of Directors evaluates another employee with whom he or she is involved in an intimate or romantic relationship. Such a relationship between evaluator and the person to be evaluated may raise questions regarding the impartiality of the evaluation process thereby adversely affecting employee morale and productivity, and compromise the School's interest in promoting qualified employees on a fair and objective basis.

For purposes of this policy, an "intimate or romantic relationship" includes dating, sexual contact of any type, or any other similar private activity that may compromise an employee's ability to evaluate his or her partner effectively and impartially. A marital relationship is an "intimate or romantic relationship."

It is the duty of both employees involved in an intimate or romantic relationship to avoid the evaluation by one such employee of the other. The employee who is chosen to evaluate his or her partner shall consult with the Board of Directors so a suitable and qualified replacement may be selected. The person to be evaluated shall notify the School to select a suitable and qualified replacement in the absence of action taken by his or her partner.

If, after an independent investigation, the board learns that an evaluation has been conducted in violation of this policy, the School may take any or all of the following actions, depending upon the circumstances: (1) Perform a re-evaluation by a suitable and qualified replacement; (2) Create a record in both employees' respective personnel files indicating that an evaluation was conducted in violation of this policy; (3) Take such other disciplinary action as is deemed appropriate.

JOB REASSIGNMENTS

The School handles voluntary and involuntary reassignments, including selection for vacant positions, in accordance with applicable laws.

PERSONNEL RECORDS

Please make sure that the information in your personnel file is accurate and up to date. Please report any changes to your contact information to the Office Manager. Please direct requests for information from personnel files to the CEO.

REFERENCES

Requests for references must be directed to the Office Manager or CEO. No other manager, supervisor, or employee is authorized to provide references for current or former employees.

WAGE-AND-HOUR POLICIES

WORK SCHEDULE

Teachers are required to work a minimum of 40 hours a week, which includes student contact time which is mandatory (8:00 a.m. to 4:00 p.m., Monday through Thursday) and preparatory time. Teachers have an uninterrupted duty-free lunch period each day of not less than thirty (30) minutes, except when emergencies arise or scheduled special events make it necessary to alter the teacher's schedule. A teacher may volunteer to work during his or her duty-free lunch. The CEO or his or her designee shall make all determinations as to whether an emergency exists. The CEO or his or her designee may require attendance of certified staff at staff meetings, in-service meetings, parent conferences, or similar activities designed to further the educational needs of the school. Such activities must be scheduled during the traditional school week unless mutually recognized unusual circumstances warrant. A certified staff member's school day may be extended by the assignment of duties such as bus duty, playground duty, and similar duties designed to ensure the safety and welfare of students. Open house nights will be attended by staff as assigned as part of their contractual duties despite the fact that time spent to attend open house will be beyond the regular school day. Time spent above 40 hours a week in preparation for instruction, grading papers, and similar activities shall be done as needed with no additional compensation.

The School's standard work schedule for other regular full-time employees is forty (40) hours per week. The School may change daily or weekly work schedules from time to time to meet the varying conditions and needs of our business. Changes in work schedules will be announced as far in advance as practicable.

TIMEKEEPING PROCEDURES

It is the policy of Oasis Academy to comply with all applicable laws that require the maintenance of records of hours worked by our employees. To ensure that accurate records are kept of the hours you actually work (including overtime where applicable), you will be required to record your time worked and your absences in Oasis Academy's timekeeping system.

Employees may not work “off-the-clock” under any circumstances. Falsifying your timekeeping information, inputting another employee’s timekeeping information, or allowing another employee to input your timekeeping information is prohibited and is grounds for discipline up to and including termination.

The Oasis Academy workweek begins at 7:30 a.m. Monday and ends at 5:30 p.m. Thursday, unless otherwise specified.

PAYMENT OF WAGES

The School distributes paychecks in the office, by mail, or by direct deposit on regularly scheduled paydays on a monthly basis. If these dates fall on a holiday, then your paycheck will be available on the closest business day.

If you are not present when payroll checks are distributed, your check will be held by the School or mailed. If you expect to be absent from the office on a day when payroll checks are to be distributed and you have not elected direct deposit, you may submit a written request to the bookkeeper to have another person pick up your check or to have your check mailed to you. The request must include the period of time during which the authorization is valid and must be signed by you.

The School is committed to ensuring that employees are paid in accordance with the applicable wage or salary arrangements established. You should review your payroll checks carefully and, if an error is suspected, you should report the error immediately to School administration.

OVERTIME PAY

As necessary, employees may be required to work overtime from time to time.

Non-Exempt Employees:

The School provides monetary payment for overtime hours worked by non-exempt employees in accordance with state and federal law. Your supervisor will attempt to provide you reasonable notice when the need for overtime arises. Please remember that advance notice may not always be possible. A non-exempt employee may not work overtime without authorization from his or her supervisor to work overtime hours. It is a violation of the School policy to work overtime without advance authorization, and a violation of this policy may result in disciplinary action, up to, and including, termination of employment.

Exempt Employees:

An exempt employee is expected to work as much of each work day as is necessary to complete his or her job responsibilities. No overtime or additional compensation is provided to exempt employees.

SALARY PAY POLICY

Exempt employees are compensated on a salary basis. An exempt employee will receive his or her salary for any week in which the employee performs any work, subject only to reductions permitted by the Fair Labor Standards Act and applicable state wage and hour laws. For example, the School may reduce an exempt employee's salary for complete days of absence due to vacation, holiday or personal business, before sick leave benefits accrue or after sick leave is exhausted, and for incomplete initial and final weeks of work. The School may also reduce an exempt employee's salary for penalties imposed for violations of major safety rules or for unpaid disciplinary suspensions of one or more full days for infractions of workplace conduct rules.

The School will not reduce an exempt employee's salary due to partial weeks of work due to service as a juror, witness or in the military, or for lack of work. Compensation provided for service as a juror, witness or in the military may be offset against the salary due for that week.

An exempt employee is required to use paid time off for partial day absences until paid time off is exhausted. Exempt employees who have used all available paid time off will not be paid for entire days missed due to personal reasons or for entire or partial days approved for intermittent leave under the Family and Medical Leave Act. Exempt salaried employees must receive supervisor permission before doing any work for us while out on leave for these purposes after they have used all available paid time off.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Exempt employees are encouraged to bring any question concerning their salary to the CEO so that any inadvertent error can be corrected. The School will reimburse Employees for any inadvertent or improper deductions under this policy.

JOB-RELATED EXPENSES

The School will provide payment of the actual and necessary expenses, including travel expenses, of employees incurred in the course of performing approved services for the School under the direction of the Board of Directors. Use of a personal vehicle for approved school purposes is reimbursable at current state rates.

STANDARDS OF CONDUCT

PROHIBITED CONDUCT

The following conduct is prohibited and will not be tolerated by Oasis Academy. This list of prohibited conduct is illustrative only. Other types of conduct detrimental to student safety and wellbeing, employee welfare, and the School's interests also constitutes prohibited conduct,

which may lead to disciplinary action up to, and including, termination of employment by the CEO or his or his designee

Falsification of employment records, employment information, or other the School records.

Violating the School's nondiscrimination and/or sexual harassment policies.

Recording the work time of another employee or allowing any other employee to record your work time, or allowing falsification of any time card, either your own or another's.

Reporting to work intoxicated or under the influence of non-prescribed drugs.

Possessing or using alcoholic beverages on School premises, or while engaged in the School business off the School premises.

Theft, or the deliberate or careless damage of any School property or the property of any student or School employee.

Removing or borrowing the School property without prior authorization.

Unauthorized use of the School equipment, time, materials, or facilities.

Taking, copying, or otherwise misusing the School information, including employment records and business records.

Failing to maintain the confidentiality of student information.

A violation of the School's policy against workplace violence.

Bringing firearms or any other dangerous weapons or materials onto the School property at any time.

Engaging in criminal conduct whether or not related to job performance.

Insubordination, including but not limited to failing or refusing to obey the orders or instructions of a supervisor or School administration.

Failing to timely notify a supervisor when unable to report to work.

Unexcused absences and tardies.

Failing to obtain permission to leave work for any reason during normal working hours.

Failing to observe working schedules, including rest and lunch periods.

Abusing paid leave.

Sleeping or malingering on the job.

- Making or accepting excessive personal telephone calls during working hours.
- Working overtime without authorization or refusing to work assigned overtime.
- Wearing extreme, unprofessional, or inappropriate styles of dress or hair while working.
- Violating any safety, health, security or the School policy, rule, or procedure.
- Committing a fraudulent act or a breach of trust in any circumstances.
- Using malicious language at any time on the School property.
- Audio or video recording another person without their consent.

This statement of prohibited conduct does not alter the School's policy of employment at will. Unless modified pursuant to a directly applicable statute or regulation or under an employment contract, either you or the School may terminate the employment relationship at any time for any or no reason, with or without cause or notice.

ETHICAL STANDARDS

The following ethical standards serve as a guide for the conduct of School employees.

1. No official or employee of the School may seek or accept any gift, service, favor, employment, engagement, emolument, or economic opportunity which would tend to improperly influence a reasonable person in his or her position to depart from the faithful and impartial discharge of his or her duties in connection with the school.

2. No official or employee of the School may use his or her position in the school to get or give unwarranted privileges, preferences, exemptions, or advantages for himself or herself or any member of his or her household, any business entity in which he or she has a financial interest or to any other person. Nor shall any official or employee of the school, without prior approval of a supervisor where applicable, offer, give, or loan any school property or unpaid services of the school to anyone.

3. No official or employee of the School may approve, disapprove, vote, abstain from voting, or otherwise act upon any matter in which he or she has a financial interest without first disclosing the full nature and extent of such interest. Such a disclosure shall be made before the time when the official or employee is to perform his or her duty, or concurrently with that performance. If the official or employee is a member of any decision-making body, he or she shall make disclosure to the chairperson and other members of the body. If the official or employee is not a member of such decision-making body and holds an appointive office, he or she shall make disclosure to the supervisory head of the appropriate organizational unit; or if he or she holds an elective office, to the general public in the area from which he or she is elected.

4. No official or employee of the School may participate as an agent of the school in the negotiation or execution of a contract between the school and any private business in which he or she has a financial interest. For the purposes of this subsection, "financial interest" shall mean direct or indirect ownership or beneficial interest in more than one percent (1%) of any

class of stock or equity interest of such business entity, or where the official or employee manages, operates, controls, participates in, or is connected, directly or indirectly, with such business entity in any manner, including without limitation, as a director, officer, employee, owner, partner, agent, advisor, or consultant. Unless specifically prohibited by law, an official or employee of the School, as such, is not precluded from making a bid on a contract with that school if the contracting process is controlled by rules of open competitive bidding, the sources of supply are limited, he or she has not taken part in developing the contract plans or specifications, and he or she will not be personally involved in opening, considering, or accepting offers.

5. No official or employee of the School may accept any salary, retainer, augmentation, expense allowance, or other compensation from any private source for the performance of his or her duties as an official or employee of the School without board approval.

6. If an official or employee of the School acquires, through his or her official relationships, any information that by law or practice is not at the time available to people generally, he or she may not use the information to further his or her economic interests or those of any other person or business entity.

7. No official or employee of the School may suppress any governmental report or other document because it might tend to affect unfavorably his or her private financial interests.

8. No official or employee of the School may accept compensation from any private person or business entity to represent or counsel such person or entity on any issue pending before the Board of Directors or any administrative department of the school concerning any matter upon which the Board of Directors or the particular department may be making a decision.

9. No employee of the School shall use his or her knowledge or special information about pupils to solicit funds or to sell products to pupils or adults.

10. Each official or employee of the School shall immediately report to the CEO or his or her designee accidents and a safety hazards he or she may detect.

11. Each employee of the School shall maintain a standard of supervision, control, and protection of students commensurate with his or her assigned duties and responsibilities.

DISHONEST OR FRAUDULENT ACTIVITIES

By the nature of its business, the School employs people in situations and circumstances where irregularities in the handling of money, documents, and equipment are possible. If an official or employee suspects an irregularity, it should be identified and investigated promptly in order to protect the interests of the School. The support and cooperation of all School employees and CEO or his or her designee s in carrying out the intent of this policy is very important in the context of maintaining public confidence in the integrity of the school and its operations. In the event of a loss, it will also be necessary for the school to make every reasonable effort to recover such losses, and this policy will facilitate that effort.

Possible dishonest or fraudulent activities may include, but are not limited to, the following:

1. Intentional alteration or misstatement of school reports and records;
2. Forgery or alteration of checks, drafts, promissory notes, securities, shipping or receiving documents or records, etc.;
3. Any misappropriation or misapplication of funds, securities, supplies, or any other assets of the school;
4. Any irregularity in the handling or reporting of money transactions involving school funds;
5. Unauthorized sale or other disposal of school furniture, fixtures, or equipment; or
6. Intentional alteration or misstatement in reporting of items such as employee expenses, vacation time, personal time, sick leave, overtime, or of other records such as licenses or in-service credits, etc.

Any employee suspecting irregularity should notify School administration. Administration will determine whether the irregularity should be investigated by an internal audit, local law enforcement authorities, or both. If the suspected irregularity involves a School CEO or his or her designee, then the president of the Board of Directors should be notified.

OFF-DUTY CONDUCT

While the School does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the School's legitimate interests. For this reason, you should be aware of the following policies.

You are expected to conduct your personal matters in a manner which does not adversely affect the School's or your own integrity, reputation, or credibility. Illegal off-duty conduct which adversely affects the School's legitimate interests or your ability to perform your job may lead to disciplinary action up to, and including, termination of employment.

While employed by Oasis Academy you are expected to devote your energy to your job with the School. For this reason, holding a second job is strongly discouraged. Certain types of outside employment are strictly prohibited:

Employment which conflicts with your work schedule, duties, and responsibilities.

Employment which creates a conflict of interest or is incompatible with your employment with the School.

Employment which impairs or has a detrimental effect on your work performance with the School.

Employment which requires you to conduct work or related activities on the School property, during the School working hours, or using the School facilities and/or equipment.

Employment which directly or indirectly competes with the interests of the School.

For the purposes of this policy, self-employment is considered outside employment.

If you wish to engage in outside employment which may create a conflict of interest, you must submit a written request to the CEO explaining the details of the outside employment. If the CEO authorizes your request, the School shall in no way assume any responsibility for your outside employment. Specifically, the School shall not provide workers-compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment can be revoked at any time.

DRUG AND ALCOHOL USE

Oasis Academy prohibits illegal drug use—including the use of non-prescribed controlled substances—and alcohol abuse by its employees. Under this policy, School employees may not use, possess, sell, manufacture, purchase, or be under the influence of alcohol, illegal drugs, intoxicants, or non-prescribed controlled substances at any time on the School premises, in School vehicles, or while on School business.

The School's policy is to comply with the terms of the federal Drug Free Workplace Act and state laws and regulations concerning the use of alcohol and drug abuse. It is the School's policy to maintain a drug-free environment in areas under its control. Employees are also subject to random testing and testing upon reasonable suspicion. Employees are held equal under this policy and, as a condition of employment, accept the obligation to report a criminal drug conviction that occurred on school property to the CEO or his or her designee, or the president of the Board of Directors in the case of an CEO or his or her designee, within five (5) days of conviction. The school in turn will notify required agencies and parties of the violation conviction within ten (10) days of receiving the report. Under this policy employees may be dismissed, subject to due process considerations.

DRUG AND ALCOHOL USE – PROHIBITED ACTS

The School prohibits the following:

Possessing, using or being under the influence of alcohol, illegal drugs, intoxicants, or non-prescribed controlled substances at any time while working or on School business.

Illegally possessing, using, or being under the influence of alcohol, drugs, intoxicants, or non-prescribed controlled substances at any time, regardless of whether working or on School business.

Driving a vehicle on the School business while under the influence of alcohol or an illegal substance.

Illegally distributing, selling, manufacturing, or purchasing—or attempting to illegally distribute, sell, manufacture, or purchase—any drug, intoxicant, or controlled substance at any time.

Testing positive on a required drug or alcohol test or screen.

Refusing to take a required drug or alcohol test or screen.

Violating any the School rule or policy regarding alcohol and drug use.

DRUG AND ALCOHOL USE – TESTING PROGRAM

The School may require drug and/or alcohol testing:

When a reasonable suspicion exists that any employee is under the influence of any illegal drug, intoxicant, or non-prescribed controlled substance while on the job, or is otherwise in violation of this policy. Reasonable suspicion means suspicion based on information regarding, among other things, the appearance, behavior, speech, attitude, mood, and/or breath odor of any employee.

When any employee is found in possession of alcohol or any illegal drug, intoxicant, or non-prescribed controlled substance in violation of the School policy, or when any of those items are found in an area controlled or used by the employee, such as a desk or locker.

When an accident, near-miss, or incident occurs in which safety precautions are violated or careless acts are performed, and a reasonable suspicion exists that the employee involved is under the influence of alcohol or any illegal drug, intoxicant, or non-prescribed controlled substance.

After any employee has participated in a rehabilitation program; and

When required by a state or federal law or regulation (e.g., (i) persons driving commercial motor vehicles with a gross vehicle weight rating of 26,001 pounds or more or carrying hazardous materials in interstate commerce (“DOT testing”); or (ii) for other reasons required by law).

The testing required by the School will involve an initial screening test. If that test result is positive, the positive result will be confirmed using a different testing methodology. The test results will be kept as confidential as possible.

Employees suspected of possessing alcohol, illegal drugs, intoxicants, or non-prescribed controlled substances are subject to inspection and search, with or without notice. Employees’ personal belongings, including any bags, purses, briefcases, and clothing, and all the School property, are also subject to inspection and search, with or without notice. Employees who violate this policy will be removed from the School’s campus immediately. The School may also bring the matter to the attention of appropriate law enforcement authorities. Any conviction for criminal conduct involving illegal drugs, intoxicants, or controlled substances, whether on or off

duty, or any violation of the School's drug abuse policy, may lead to disciplinary action, up to and including termination.

An employee's conviction on a charge of sale, distribution, manufacturing—or attempted sale, distribution, or manufacturing—or unlawful possession of any controlled substance while off the School property will not be tolerated and may lead to disciplinary action up to, and including, termination of employment.

The use of prescription drugs and/or over-the-counter drugs may also affect an employee's job performance. An employee who is using prescription or over-the-counter drugs that may impair his or her ability to safely perform the job or may affect the safety or well-being of students or staff must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Nothing contained in this policy is intended to interfere with individual rights under the law.

PUNCTUALITY AND ATTENDANCE

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees are also expected to remain at work for their entire work schedule, except for meal periods or when required to leave for authorized School events. Late arrival, early departure, or other absences from scheduled hours are disruptive and must be avoided.

If you are unable to report for work on any particular day, you notify School administration as soon as possible but not less than an hour before the time you are scheduled to begin working for that day. In all cases of absence or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any absence. Absent extenuating circumstances, you must call in on any day you are scheduled to work and will not report to work. The School will comply with applicable laws relating to time off from work, but it is the employee's responsibility to provide sufficient information to enable the School to determine if any such law(s) applies to the absence. Employees should keep in touch with their supervisor and notify the School of any change in their status as soon as possible.

Excessive absenteeism or tardiness may lead to disciplinary action, up to and including termination of employment. Other patterns of absences or tardies—regardless of the exact number of days—may warrant disciplinary action.

If you fail to report for work without any notification to your supervisor, you may be considered to have abandoned your employment with the School.

Individuals with disabilities may be granted reasonable accommodation in complying with these policies if undue hardship does not result to the School's operations. Such employees should immediately notify the CEO so a reasonable accommodation may be determined through an interactive process between Oasis Academy and the employee. However, regular attendance and promptness are considered part of an employee's essential job functions.

CONFIDENTIALITY

Information about Oasis Academy, its students, and staff is to be kept confidential and divulged only to individuals within the School with a need for, and who are authorized to receive, such information. If in doubt as to whether information should be divulged, err in favor of not divulging information and discuss the situation with School administration.

All records and files maintained by the School are confidential and remain the property of the School. Records and files are not to be disclosed to any outside party without the express permission of the CEO. Confidential information includes, but is in no way limited to student, financial, and personnel records. Such confidential information may not be removed from the School premises without express authorization from the CEO.

Confidential information obtained during or through employment with the School may not be used by any employee for the purpose of furthering current or future outside employment or for obtaining personal gain or profit. The School reserves the right to avail itself of all legal or equitable remedies to prevent impermissible use of confidential information or to recover damages incurred as a result of such impermissible use of confidential information.

USE OF EQUIPMENT

All the School property and facilities, including, but not limited to, desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, telephones, modems, facsimile machines, duplicating machines, and vehicles are to be used only for Oasis Academy's business and must be properly used and maintained. Oasis Academy reserves the right, at any time, and without prior notice, to inspect any and all of Oasis Academy's property or facilities to ensure that the School policy is being followed. Such inspections may be conducted during or after School hours.

Oasis Academy's computer systems and other technical resources, including any voice mail or e-mail systems, are provided for business use only and all such communications are subject to review and monitoring by Oasis Academy. Do not use the School equipment or facilities for personal communications. Employees should have no expectation of privacy when using School property and facilities.

Oasis Academy's office telephones are for business use and may be used for personal reasons only in an emergency. Misuse of the School telephones is a violation of the School policy and will result in corrective action up to and including termination of employment.

TECHNOLOGY AND INTERNET USAGE

The School's technical resources—including desktop and portable computer systems, fax machines, internet access, voicemail, e-mail, electronic bulletin boards, and intranet—are integral to its operations.

This policy applies to all technical resources that are owned or leased by the School, that are used or accessed from the School premises, or that are used for the School operations. This policy also applies to all activities using any the School-paid accounts, subscriptions, or

other technical services, such as internet access, voicemail, and e-mail, regardless of whether the activities are conducted on the School's premises.

WARNING

As you use the School's technical resources, it is important to remember the nature of the information created and stored there. Because they seem informal, e-mail messages, voicemail messages, and messages posted on the internet are sometimes offhand, like a conversation, and not as carefully thought out as a letter or memorandum. However, even after you delete these messages or close a computer session, the information may still be recoverable and may even remain in the system. You should keep this in mind when creating e-mail messages, voicemail messages, messages on the Internet, and other documents on the computer.

USES

The Academy's technical resources are provided for the benefit of the School and its students and staff for the School's operations. These resources are provided for use in the pursuit of the School operations and are intended to be reviewed, monitored, and used in that pursuit.

UNACCEPTABLE USES

The School's technical resources should not be used for personal gain. Your use of the School's technical resources must not interfere with your productivity, the productivity of any other employee, or the operation of the School's technical resources. Employees may not play games on the School's computers and other technical resources. In no event should you use these resources to solicit for non-School purposes during working time.

You should not send e-mail or other communications that either mask your identity or indicate that they were sent by someone else. You should never access any technical resources using another employee's password. Similarly, you should only access the libraries, files, data, programs, and directories that are related to your work duties. Unauthorized review, duplication, dissemination, removal, installation, damage, or alteration of files, passwords, computer systems or programs, or other property of the School, or improper use of information obtained by unauthorized means is prohibited.

Sending, saving, or viewing offensive material is prohibited. Messages stored and/or transmitted by computer, voicemail, e-mail, or telephone systems must not contain content that may reasonably be considered offensive. Offensive material includes, but is not limited to, pornography, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would offend someone on the basis of his or her race, color, creed, sex, age, national origin or ancestry, physical or mental disability, veteran status, sexual orientation, gender identity or expression, and any other category protected by federal, state, or local laws. Any use of the internet, intranet, or electronic bulletin board to harass or discriminate is unlawful and strictly prohibited by the School. Violators will be subject to discipline, up to and including discharge.

The School does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one's duties. Accordingly, to the extent permitted by law, the School reserves the right not to provide a defense or pay damages assessed against employees for conduct in violation of this policy.

ACCESS TO INFORMATION

The School asks you to keep in mind that when you are using the School's computer you are creating the School documents using a the School asset. The School respects the individual privacy of its employees. However, that privacy does not extend to an employee's work-related conduct or to the use of the School-provided technical resources or supplies.

The School's computer, voicemail, e-mail, or telephone systems, and the data stored on them are and remain at all times the property of the School. As a result, computer data, voicemail messages, e-mail messages, and other data are readily available to numerous persons. If, during the course of your employment, you perform or transmit work on the School's computer system and other technical resources, your work may be subject to the investigation, search, and review of others in accordance with this policy.

All information, including e-mail messages and files, that are created, sent, or retrieved over the School's technical resources is the property of the School, and should not be considered private or confidential. Employees have no right to privacy as to any information or file transmitted or stored through the School's computer, voicemail, e-mail, or telephone systems. Any electronically stored information that you create, send to, or receive from others may be retrieved and reviewed when doing so serves the legitimate business interests and obligations of the School. Employees should also be aware that, even when a file or message is erased or a visit to an Internet or Web site is closed, it is still possible to recreate the message or locate the Web site. The School reserves the right to monitor your use of its technical resources at any time. All information including text and images may be disclosed to law enforcement or to other third parties without prior consent of the sender of the receiver.

CONFIDENTIAL INFORMATION

E-mail and Internet/Web access are not entirely secure. Others outside the School may also be able to monitor your e-mail and Internet/Web access. For example, Internet sites maintain logs of visits from users; these logs identify which School, and even which particular person, accessed the service. If your work using these resources requires a higher level of security, please ask your manager or the IT department for guidance on securely exchanging e-mail or gathering information from sources such as the Internet or World Wide Web.

All employees should safeguard the School's confidential information, as well as that of Clients and others, from disclosure. Do not access new voicemail or e-mail messages with others present. Messages containing confidential information should not be left visible while you are away from your work area.

E-mail messages containing confidential information should include the following statement, in all capital letters, at the top of the message: **CONFIDENTIAL: UNAUTHORIZED USE OR DISCLOSURES IS STRICTLY PROHIBITED.**

SECURITY OF INFORMATION

Although you may have passwords to access computer, voicemail, and e-mail systems, these technical resources belong to the School, are to be accessible at all times by the School, and are subject to inspections by the School with or without notice. The School may override any applicable passwords or codes to inspect, investigate, or search an employee's files and messages. All passwords must be made available to the IT Department upon request. You should not provide a password to other employees or to anyone outside the School and should never access any technical resources using another employee's password.

In order to facilitate the School's access to information on its technical resources, you may not encrypt or encode any voicemail or e-mail communication or any other files or data stored or exchanged on the School systems without the express prior written permission from the IT department and your supervisor. As part of this approval, the IT department will indicate a procedure for you to deposit any password, encryption key or code, or software with the IT department so that the encrypted or encoded information can be accessed in your absence.

COPYRIGHTED MATERIALS

You should not copy or distribute copyrighted material (e.g., software, database files, documentation, articles, graphics files, and downloaded information) through the e-mail system or by any other means unless you have confirmed in advance from appropriate sources that the School has the right to copy or distribute the material. Failure to observe a copyright may result in disciplinary action by the School as well as legal action by the copyright owner. Any questions concerning these rights should be directed to your manager.

SOFTWARE POLICY

If you want to install software on the School computers, you must contact the IT department and request to have the software installed. Employees are prohibited from installing any software on any the School technical resource without the express prior written permission from the IT department.

Involving the IT department ensures that the School can manage the software on the School systems, prevent the introduction of computer viruses, and meet its obligations under any applicable software licenses and copyright laws. Computer software is protected from unauthorized copying and use by federal and state law, unauthorized copying or use of computer software exposes the School and the individual employee to substantial fines and exposes the individual employee to imprisonment. Therefore, employees may not load personal software onto the School's computer system and may not copy software from the School for personal use.

The School will cooperate with the copyright holder and legal officials in all copyright matters.

YOUR RESPONSIBILITIES

Each employee is responsible for the content of all text, audio, or images that they place or send over the School's technical resources. Employees may access only files or programs, whether computerized or not, that they have permission to enter.

Violations of any guidelines in this policy may result in disciplinary action up to and including termination. In addition, the School may advise appropriate legal officials of any illegal violations and cooperate in investigations conducted by legal officials.

SOCIAL NETWORKING POLICY

This policy covers both Social Networking that you engage in as part of your job ("Job-Related Social Networking") and Social Networking that you engage in for personal reasons ("Personal Social Networking").

"Social Networking," for purposes of this policy, means posting information on your own, or on someone else's blog as well as any other form of posting information on the internet, such as postings on a personal website or affinity Web site (such as Facebook®, or LinkedIn®), on an electronic bulletin board, or in a chat room; or social messaging (such as Twitter®).

JOB-RELATED SOCIAL NETWORKING

Some employees may, as part of their jobs with Oasis Academy, engage in social networking. Employees may engage in such Job-Related Social Networking only with explicit approval from School administration and only as specifically directed.

Job-Related Social Networking is subject to all of the School's policies, including without limitation, policies concerning discrimination, harassment, workplace violence, confidentiality, solicitation, and media communications.

PERSONAL SOCIAL NETWORKING

Oasis Academy recognizes that employees may engage in "Personal Social Networking" while off duty. Employees who engage in social networking should be mindful that their postings, even if done off premises and while off-duty, could adversely affect the School's legitimate interests. To reduce the likelihood that your Personal Social Networking will have an adverse effect on the School, we ask that you observe the following guidelines when engaging in Personal Social Networking:

Do not engage in Personal Social Networking during your working time.

Your Personal Social Networking is subject to all of the School's policies, including without limitation, policies concerning discrimination, harassment, workplace violence, confidentiality, solicitation, and media communications.

Do not use the School's logo, trademark, or proprietary graphics, or photographs of the School's students, employees, or premises. Do not post any pictures of students during the School day or at School-related functions on personal social networking sites. Do not "friend,"

“follow,” or otherwise interact with students from your personal social media accounts. Exceptions may be made when a prior relationship existed (i.e. niece or nephew, longtime family friend.) Do not communicate with parents or students regarding Oasis Academy matters on your personal social media.

You also should consider the following if your Personal Social Networking includes any information related to the School:

The School has spent substantial time and resources building its reputation and good will. These are valuable and important corporate assets. Before you make any electronic posting that identifies yourself as an employee of the School, or that identifies the School, please consider whether you are damaging the School’s reputation. Staff who have identified themselves as associated with Oasis Academy should use the following disclaimer on personal social media sites, including blogs, “The views on this site are my own and do not necessarily represent the views, opinions, vision or strategies of Oasis Academy.”

Failure to comply with this policy may lead to discipline up to and including termination and, if appropriate, the School will pursue all available legal remedies. The School also may report suspected unlawful conduct to appropriate law enforcement authorities.

If you need clarification of any aspect of this policy, contact the Chief Technology Officer. Nothing in this policy is intended to interfere with an employee’s rights under the Local Government Employee-Management Relations Act.

OTHER EMPLOYMENT POLICIES

SOLICITATION/DISTRIBUTION OF LITERATURE

In order to maintain and promote efficient operations, discipline and security, the School has established rules applicable to all employees who govern solicitation and distribution of written material. The CEO reserves the right to limit or prohibit the solicitation and distribution of written materials. Nonemployees will not be permitted to solicit or distribute written material for any purpose on the School property.

Nothing in this policy is intended to interfere with an employee’s rights under the Local Government Employee-Management Relations Act.

SMOKING

The School maintains a smoke-free working environment. Smoking is not allowed in the building or on the property at any time.

DRESS CODE

Employees are required to wear appropriate attire and be neat and clean in their appearance. A supervisor will notify you if you there is a concern regarding attire.

Your supervisor will inform you of additional requirements regarding acceptable attire. Certain employees may be required to wear safety equipment or clothing. Any deviations from these guidelines must be approved by School administration. Employees failing to adhere to the School standards with respect to appearance are subject to disciplinary action, up to and including an unpaid suspension or termination.

This is meant to be an overview of Oasis Academy's policy regarding dress and grooming standards. Employees with questions or in need of further direction should contact School administration. In some cases more specific standards may be required by particular departments.

EMPLOYEE BENEFITS AND RELATED POLICIES

HOLIDAYS

Oasis Academy observes the following paid holidays:

New Year's Day

Martin Luther King Jr. Day

President's Day

Memorial Day

Independence Day

Labor Day

Veteran's Day

Thanksgiving Day

The day after Thanksgiving

Christmas Eve

Christmas Day

When a holiday falls on a Saturday or Sunday, it is usually observed on the preceding Friday or the following Monday.

LEAVES OF ABSENCE

Sick Leave

The School offers paid sick leave for when you cannot work due to an illness or injury. Sick leave is not for “personal” absences. Paid sick leave is available to full-time employees.

Full-time employees receive 8 days of sick leave each year.

An employee can accumulate up to 30 days of sick leave which can be carried indefinitely for the purposes of short-term disability insurance requirements.

Employees may not accumulate more than 30 days of sick leave and will not be reimbursed for unused sick leave at any time.

Employees receive credit for unused sick leave earned in other Nevada public schools up to 30 days. Sick leave may be used for absence from work due to personal illness or accident or because of a serious illness, accident, or death in the family. It is the responsibility of the employee to notify the school as soon as possible when he or she will be absent on sick leave so that a substitute can be arranged. A doctor’s statement may be requested for any sick-leave absences. For a sick leave absence of three days or more a doctor’s statement is required, and it must include the anticipated length of absence and the reason for the absence. Before the employee may return to his or her normal duties following a sick leave absence of ten days or more, a doctor’s release must be submitted to School administration.

It is the employee’s responsibility to apply for any disability benefits for which he or she may be eligible as a result of illness or disability, including workers’ compensation insurance and/or other disability insurance benefits. Employees do not accrue sick leave during unpaid leaves of absence.

Unpaid Leave For Up To 30 Days

When an employee’s sick leave has been exhausted and the employee needs to take time off that would normally be covered by sick leave, the CEO or his or her designee may grant leave without pay for up to 30 days. Leave without pay may also be granted by the CEO or his or her designee for child rearing and other reasons deemed appropriate for the good of the employee and/or the school for up to 30 days. Leave without pay for periods in excess of 30 days may be granted by the Board of Directors for reasons of health, child rearing, and for other reasons deemed appropriate for the good of the employee and/or the school. Please refer to the sections of this Manual titled Family and Medical Leave for more information on this topic.

Annual Leave

Each full time employee shall be credited with two annual leave days each year. Annual leave cannot be accumulated. Annual leave days may be used when the employee wishes for personal business or time off with the following restrictions:

1. The employee shall give the school five days advance notice and receive the CEO or his or her designee’s permission to take leave before using one or more annual leave

days. The CEO or his or her designee will approve requests for leave in the order in which they are received. The CEO or his or her designee may deny a request for leave if granting the leave will put the school in the position of not having enough substitutes to adequately cover all of the leaves granted;

2. An annual leave day may not be used immediately prior to or immediately following a school holiday or vacation unless it is approved by the CEO or his or her designee ;

3. Annual leave must be taken in increments of half and/or whole work days; and

4. An annual leave day may not be used within five school days of the beginning or end of a summer break or within five school days of the beginning or end of a break between sessions of a school that is on a year-round schedule unless an exception to this rule is approved by the CEO or his or her designee .

Unpaid Leave Of Absence

A leave of absence without pay for up to a full school year may be granted by the Board of Directors to employees who have completed at least three years of continuous service to the school. A leave of absence without pay may be granted for the following reasons or such other reasons that the Board of Directors decides are appropriate:

1. Approved study;
2. Approved travel;
3. Exchange with a teacher from another school system;
4. Health;
5. Child rearing;
6. Service in or for the armed services of the United States, and;
7. Service in an elected public office.

All staff members who are on leave of absence without pay must notify the school in writing of their intent to return to their service with the school upon the completion of the approved leave. This notification must be received by the school by March 15. Failure to comply will terminate the employee's rights to re-employment. If the employee fails to comply with the conditions of the leave of absence; the Board of Directors may, at its discretion, terminate the agreement to reemploy.

Leave For Professional Purposes

The CEO or his or her designee may authorize absences of employees for professional purposes with pay provided that such absences provide an educational value to the school and do not exceed two weeks.

Leave Without Pay For Personal Business

If an employee does not have any annual leave and needs to conduct personal business during work time or has an involuntary absence not here-to-fore provided for, the CEO or his or her designee may grant leave without pay if the employee applies for the leave at least ten (10) days in advance of the occurrence, or, if advance application is not possible, not later than ten (10) days after the occurrence. The CEO or his or her designee's decision to grant or deny leave without pay shall consider such factors as the amount of leave to be taken; length of service with the school; previous record of absence, other than for personal illness; and the purpose of the leave.

The CEO or his or her designee may also release employees for short periods of time during the work day when they are not needed at the school, e.g., during teachers' preparation time, or lunch time.

Absences Without Leave

Other absences than those provided for or failure to follow the above policies regarding leave may be deemed neglect of duty or insubordination and may be sufficient grounds for dismissal.

III. Family and Medical Leave

The School's policy is to comply with applicable laws regarding leave for qualifying family and medical reasons, including the Family and Medical Leave Act ("FMLA"). Please contact your supervisor as soon as you become aware of the need for a FMLA Leave. Employees are expected to provide prompt notice to the School of any change(s) to an employee's return to work date. Accepting other employment, continuing to work in another job, or filing for unemployment insurance benefits while on leave may be treated as a voluntary resignation from employment, unless you and the School have agreed, in writing, otherwise.

Employee Eligibility

The FMLA applies to public agencies, including public elementary and secondary schools, and private companies with fifty or more employees. To be eligible for FMLA Leave benefits, you must: (1) have worked for the School for a total of at least 12 months; and (2) have worked at least 1,250 hours over the previous twelve months as of the start of the leave.

Reasons for Leave

State and federal laws allow FMLA Leave for various reasons. Because an employee's rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons:

1. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");

2. to care for an immediate family member (spouse, child, or parent with a serious health condition (“Family Care Leave”));
3. an employee’s inability to work because of a serious health condition (“Serious Health Condition Leave”);
4. a “qualifying exigency,” as defined under the FMLA, for military operations arising out of a spouse’s, child’s, or parent’s active duty or call to active duty as a member of the military reserves or National Guard in support of a “contingency operation” declared by the U.S. Secretary of Defense, President or Congress, as required by law (“Military Emergency Leave”); or
5. to care for a spouse, child, parent or next of kin (nearest blood relative)—who is an Armed Forces member (including the military reserves and National Guard) undergoing medical treatment, recuperation, or therapy, is otherwise in an outpatient status, or is otherwise on the temporary disability retired list—with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties (“Military Caregiver Leave”).

Length of Leave

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

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

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

Under some circumstances, you may take FMLA Leave intermittently—which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule. Leave taken intermittently may be taken in increments of no less than half-a-day.

To the extent required by law, some extensions to FMLA Leave may be granted when the leave is necessitated by an employee’s work-related injury/illness or a “disability” as defined

under the Americans with Disabilities Act and/or applicable state or local law. Certain restrictions on these benefits may apply.

Notice and Certification

(i) Bonding, Family Care, Serious Health Condition, and Military Caregiver Leave Requirements

Employees are required to provide:

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

Certification forms are available from the CEO. At the School's expense, the School may also require a second or third medical opinion regarding your own serious health condition. Employees are expected to cooperate with the School in obtaining additional medical opinions that the School may require.

When leave is for planned medical treatment, you must try to schedule treatment so as not to unduly disrupt the School's operation. Please contact the CAO prior to scheduling planned medical treatment.

(ii) Military Emergency Leave Requirements

Employees are required to provide:

1. as much advance notice as is reasonable and practicable under the circumstances;
2. a copy of the covered military member's active duty orders when the employee requests leave; and

3. a completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from the CEO.

(iii) Failure to Provide Certification and to Return from Leave

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

Compensation During Leave

FMLA Leave is unpaid. However, you may be eligible to receive benefits through State-sponsored or the School-sponsored wage-replacement benefit programs such as short-term disability. If you are eligible to receive these benefits, you may also choose to supplement these benefits with the use of accrued vacation and sick leave, to the extent permitted by law and the School policy. All such payments will be integrated so that you will receive no more than your regular compensation during this period. If you are not eligible to receive any of these wage-replacement benefits, the School may require you to use accrued vacation and sick leave to cover some or all of the FMLA Leave. The use of paid benefits, such as those under short-term disability, will not extend the length of a FMLA Leave.

Benefits During Leave

The School will continue making contributions for your group health benefits during your leave on the same terms as if you had continued to work. This means that if you want your benefits coverage to continue during your leave, you must also continue to make any premium payments that you are now required to make for yourself or your dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the School may recover premiums it paid to maintain health coverage if you fail to return to work following a FMLA Leave.

If you are on a FMLA Leave but are not entitled to continued paid group health insurance coverage, you may continue your coverage through the School in conjunction with federal and/or state COBRA guidelines by making monthly payments to the School for the amount of the relevant premium. Please contact the CEO for further information.

Your length of service as of the leave will remain intact, but accrued benefits such as vacation and sick leave will not accrue while on an unpaid FMLA Leave.

Job Reinstatement

Under most circumstances, you will be reinstated to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms

and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, if you would have been laid off had you not gone on leave, or if your position has been eliminated during the leave, then you will not be entitled to reinstatement.

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

"Key employees," as defined by law, may be subject to reinstatement limitations in some circumstances. If you are a "key employee," you will be notified of the possible limitations on reinstatement at the time you request a leave.

A Notice to Employees Of Rights Under FMLA is included with this Manual.

IV. Military Leave (Active And Reserve Service)

Employees who are active members of the military reserves, the Nevada National Guard, or disaster technicians, as classified by the American Red Cross, and who have written orders for training or deployment, will be granted leave without loss of regular compensation for a period of not more than the number of hours equivalent to 15 working days in any 12-month period. A copy of orders from the employee's commanding officer must be submitted to School administration for review prior to the commencement of leave.

Military leave that goes beyond the number of hours equivalent to 15 working days in any 12-month period will be without pay. You are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act and state law.

V. OTHER TIME OFF

VI. Funeral Or Bereavement Time Off

In the event of the death of your current spouse, domestic partner, child, parent, brother, sister, mother-in-law, or father-in-law, or any relative permanently residing in your household, you may take up to three consecutive work days off with pay, and then sick leave days can be used for additional time off as needed and with the approval of the CEO.

VII. Civic-Duty Time Off

The School's policy is to comply with applicable laws relating to time off for civic duties such as serving on a jury or as a witness when called. If work time remains after any day of jury or witness duty, you will be expected to return to work for the remainder of your work schedule.

Exempt employees will not incur any reduction in pay for a partial week of absence due to jury or witness duty. However, exempt employees will not be paid for absences of a complete workweek due to witness or jury duty. If you are an exempt employee that is scheduled to be off work for an entire workweek due to witness or jury service, do not perform any work during that workweek without the authorization of your supervisor.

Employees, may, but are not required to use annual leave to receive pay for time off due to witness or jury service.

You must notify your supervisor of the need for time off for jury or witness duty as soon as a notice or summons from the court or a subpoena is received. An employee called to serve on a jury must report to his or her supervisor daily regarding the jury's schedule for the following workday. Any jury duty or witness duty fees will be integrated with any payments made by the School such that at no time will you receive more than your regular compensation. You may be requested to provide written verification from the court clerk of having served.

Oasis Academy prohibits retaliation against any employee taking or requesting time off to serve on a jury or as a witness.

VIII. Voting Time Off

The School's policy is to comply with applicable laws regarding allowing employees time off to vote.

IX. Time Off For School Related Activities

If you are a parent, guardian or custodian of a child in kindergarten or grades 1-12, inclusive, and wish to take unpaid time off to attend certain School-related activities of your child, you may take off up to four (4) hours each School year per child under the terms of this policy. Activities which qualify for leave under this policy include parent-teacher conferences, School-related activities during regular School hours, volunteering or involvement at School, or attendance at other School related-events.

If you wish to take such leave you must give written notice to the School at least five (5) School days in advance of your planned absence. Time off under this policy must be requested on the appropriate form and approved by your supervisor. Leave must be taken in increments of one hour. Following your leave, the School requires documentation from the School noting the date and time of your visit and its purpose.

Time off under this policy is unpaid. You may, however, utilize existing accrued paid time off while taking leave under this policy.

X. School Leave (School conference or emergency)

If it is necessary for an employee who is the parent, guardian or custodian of a child to attend a conference requested by a School CEO or his or her designee or respond to notice from the School of an emergency regarding his or her child, the employee should alert his or her supervisor as soon as possible so that alternative arrangements may be made. No

discriminatory action will be taken against the employee for taking time off for this purpose. Such time off is unpaid.

LACTATION ACCOMMODATION POLICY

In recognition of the well documented health advantages of breastfeeding for children and mothers, the School provides a supportive environment to enable nursing mothers to express breast milk during the work day.

The School will provide a reasonable amount of break time to accommodate an employee desiring to express breast milk for the employee's child. The break time, if possible, should run concurrently with rest and meal periods already provided to the employee. If the break time cannot run concurrently with rest and meal periods already provided or additional time is needed for the employee, the break time will be unpaid. Where unpaid breaks or additional time are required, the employee should work with her supervisor regarding scheduling.

The School will provide employees with the use of a room or a private area, other than a bathroom or toilet stall, that is shielded from view and free from intrusion from coworkers and the public. The School will make a reasonable effort to identify a location within close proximity to the work area for the employee to express milk. This location may be the employee's private office, if applicable.

Employees should discuss with the supervisor the location for storage of expressed milk. Where reasonably possible, the School will provide a refrigerator or other cold storage space for keeping milk that has been expressed. Employees may also provide their own portable small storage unit for keeping expressed breast milk cold.

Please be sure to contact your supervisor during your pregnancy to identify your need for a lactation room and because lactation accommodation requirements differ by state of residency.

Please speak to your supervisor to make any other arrangements necessary under this policy.

BENEFITS

MEDICAL INSURANCE

Full-time employees may be eligible for medical insurance coverage under Oasis Academy's policy on September 1 of the contract year. Currently, Oasis Academy pays 100 percent of the medical insurance premium for eligible employees. Medical insurance coverage is a benefit provided by Oasis Academy. You should consult the Summary Plan Description for more complete information about eligibility and the details of Oasis Academy's medical insurance plan. Copies of the Plan Document and the Summary Plan Description are available from the Office Manager. The Plan Document is controlling.

In the event of any increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage.

PUBLIC EMPLOYEE RETIREMENT SYSTEM (PERS)

Oasis Academy participates in the state retirement for eligible employees in accordance with state law and regulation.

UNEMPLOYMENT COMPENSATION

The School contributes to the Unemployment Insurance Fund on behalf of its employees. In the event your employment with Oasis Academy ends, you may be entitled to benefits in accordance with this Fund.

SOCIAL SECURITY

Social Security is an important part of every employee's retirement benefit. The School pays a matching contribution to eligible employee's Social Security taxes.

WORKERS' COMPENSATION

At no cost to you, you are protected by Workers' Compensation Insurance while an employee at the School. The policy covers you in case of occupational injury or illness by providing, among other things, medical care, compensation and vocational rehabilitation.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

Immediately report any work-related injury to you supervisor.

Complete a written Employee's Claim Form and return it to the CEO.

Seek medical treatment and follow-up care if required.

SUPPLEMENTAL SAVINGS PLANS

The School has adopted additional supplemental savings plans eligible employees. If you are eligible under the Plan, you may contribute up to a certain percentage of your pretax total compensation, not to exceed the annual limits established by the Internal Revenue Service. Please consult the Summary Plan Description for more complete information about eligibility and the details.. Copies of the Plan Document and Summary Plan Description are available from the CFO. The Plan Document is controlling.

CONCLUSION

Many the School policies and employee benefits have been treated only briefly in this Manual. If you have any questions or want more information, your supervisor will be glad to fill in the details for you. The CEO will also be happy to help you with questions or problems.

ACKNOWLEDGEMENT AND AGREEMENT

This is to acknowledge that I have received and read a copy of the Oasis Academy Employee Manual and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities, and obligations of employment with Oasis Academy. I understand and agree to abide by and be bound by the rules, policies, and standards set forth in the Employee Manual.

I also acknowledge that unless a written employment contract signed by the School's CEO exists, my employment with Oasis Academy is not for a specified period of time and can be terminated at any time for any or no reason, with or without cause or notice, by me or by the School. I also acknowledge that no supervisor or employee, other than the Academy's CEO, has the authority to enter into an employment agreement—express or implied—providing for employment other than at will.

I also acknowledge that the School reserves the right to revise, delete, and add to the provisions of this Employee Manual. All such revisions, deletions, or additions must be in writing and must be signed by CEO. No oral statements or representations can change the provisions of this Employee Manual. I also acknowledge that the terms and conditions of employment with the School may be modified at the sole discretion of the School with or without cause or notice at any time. No implied contract concerning any employment-related decision or term and condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that unless there is a written employment agreement, signed by the School's CEO, between me and Oasis Academy, the foregoing agreement concerning my employment-at-will status and the School's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and Oasis Academy concerning the duration of my employment, the circumstances under which my employment may be terminated, and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with Oasis Academy.

Employee signature

Employee's name [Printed]

Date

[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]