Employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must give the School 15 days' advance notice. For employees eligible for PTO, School will pay such employees the difference between their regular salary and any jury duty fees received for up to five days of jury duty per school year. Employees are not authorized to use earned PTO for jury duty. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. School may require the employee to supply documentation from the court affirming the employee's jury duty service and compensation. Employees or their supervisor may ask the court to excuse an employee from jury duty if an absence would cause serious operational difficulty for the school.

Employee Leave—Witness Duty

Employees who receive a subpoena to testify in court may be granted time off to serve as a witness for that purpose. Employees must give the school 15 days' advance notice. School will pay such employees regular wages if the case involves the School, and the employee is not plaintiff to the suit. Employees are not compensated if the case does not involve the school and will use PTO hours (if available) for this absence. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. School may require the employee to supply documentation from the court affirming the employee's witness duty service.

Employee Leave—Voting Leave

If an employee does not have three (3) or more consecutive non working hours while the polls are open to vote, then an employee will be given up to two (2) hours to vote in any state or federal election. The employee must request such leave at least one (1) day before Election Day. The School may determine when an employee may take voting leave. However, if an employee requests leave at the end or beginning of a shift, the School will likely honor that request. The two hours shall be compensated at the employee's regular rate of pay.

Employee Leave—Military Duty

Leaves for military service and reinstatement after performing military service will be provided in accordance with the requirements of law (as applicable to the School at the time the leave was granted only) as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are absent from work in order to attend an annual encampment in a recognized reserve branch of the armed forces of the United States will receive an unpaid leave of absence of up to a maximum of two weeks per year. Employees must provide 30 days' advance notice unless an emergency or classified situation dictates otherwise, upon which evidence must be provided to the School.

Subject to the law and the Plan Documents, terms and conditions of the various plans, medical benefit plans may continue for the full period of military leave. Employees who do not return to employment with the School after an approved military leave may be required to reimburse the School for all benefit plan premiums or contributions paid by the School for the employee's elected benefit plans.

Holidays

School holidays include federal, or state holidays, fall, winter or spring breaks and other days designated as school holidays on the School's annual calendar. Employees not eligible for PTO do not receive compensation on holidays of any kind unless scheduled to work by their supervisors. Administrative employees may be required to work holidays as determined by their supervisor or the school director and as outlined in Compensation Agreements. Operations, maintenance and custodial employees are required to work most school break periods that are not federal or state holidays.

Emergency Closings and Severe Weather

This policy establishes guidelines for School operations during periods of extreme weather and similar emergencies. The School will remain open in all but the most extreme circumstances. Unless an emergency closing is announced, all employees are expected to report to work. However, the School does not advise employees to take unwarranted risks when traveling to work in the event of inclement weather or other emergencies. Each employee should exercise their best judgment with regard to road conditions and other safety concerns.

Designation of Emergency Closing

Only by the authorization of designated managers will the School cease operations due to emergency circumstances. If severe weather conditions develop during working hours, it is at the discretion of Management to release employees. Employees will be expected to remain at work until the appointed closing time.

Procedures during Closings

If weather or traveling conditions delay or prevent an employee's reporting to work, the immediate supervisor should be notified as soon as possible. If possible, such notification should be made by a telephone conversation directly with the supervisor. If direct contact is not possible, leaving a detailed voicemail message or message with another employee is acceptable. An employee who is unable to report to work may use any accrued personal time or take the day off without pay.

Pay and Leave Practices During Emergency Closing

When a partial or full-day closing is authorized by Administration, the following pay and vacation practices apply:

- Hourly employees will either be sent home for partial days with the option of using personal/vacation time for the remainder of the day. If personal/vacation time is not available, employees will be excused from work without pay and without disciplinary action.
- Exempt and nonexempt employees already approved and scheduled use leave when an emergency closing occurs will be charged such leave as was approved and scheduled.

Other Work Options

Supervisors may approve requests for employees to temporarily work from home, if doing so allows completion of work assignments.

Employee Benefits

The School provides benefits information to all eligible employees. The Plan Documents and Benefits Guides and Literature explain each benefit in detail, including costs, and the language of the plans' documents governs the application of each plan. Employee benefits may be modified or terminated; or new plans added at any time by the School, benefits providers, or as required by law per the terms of the plan and/or at the School's discretion. Eligible employees may have to pay for part or all of the cost of benefit plans. Employees are required to read and understand School-offered benefit program materials to determine for themselves what benefits are best suited for them. Employees must contact the business office if they have any questions.

Benefits Eligibility

Employees who are scheduled and working thirty (30) hours or more per week during the school year that have successfully completed 30 days of eligible employment are eligible for certain employee benefits. Employees scheduled and working less than the above-noted hours per week are not eligible for certain employee benefits. Temporary, probationary, on-call and substitute employees not consistently working in excess of 30 hours per week are generally not eligible for any employee benefits.

Initial Benefits Enrollment Period

Employees have until the end of the initial enrollment period (as defined in Plan Documents) to submit all benefit enrollment forms for enrollment in employee benefit plans. Employees who do not submit all forms within the initial enrollment period will forfeit eligibility for enrollment in benefit plans at that time and will be required to submit new benefits enrollment forms at the School's next open enrollment period. Employees may contact the business office at any time to obtain benefits eligibility, enrollment, plan information or enrollment forms at any time.

Medical Insurance

Medical insurance is available for eligible employees and their qualified dependents. Refer to the providers' Benefits Guide summaries for details regarding coverage, eligibility, waiting periods and cost. Eligible employees and their dependents may become eligible to participate or make enrollment changes outside of the annual open enrolment period if they experience a Qualifying Event as outlined in and governed by Plan Documents and provider Policy. If you are enrolled in a plan and become no longer eligible through a Qualifying Event, you may be able to continue coverage at employee's expense through the Consolidated Omnibus Budget Reconciliation Act (COBRA).

Retirement Plan

Eligible Employees will be given the option to enroll in the School's retirement program as outlined in the Summary Plan Description.

Worker's Compensation

School requires that all employees report job-related accidents or injuries to a supervisor immediately, whether the accident occurred on or off school premises. Failure to report an injury, regardless of how minor, could result in difficulty or denial of the employee's claim by the insurer and may be grounds for discipline for the employee, up to and including termination of employment. Employees are required to assist supervisors with completion of the First Report of Injury form within 3-5 working days of the accident or injury.

Worker's compensation insurance only covers work-related injuries and illnesses. The insurer under their policies, terms and conditions administers workers' compensation claims and the insurer pays claims. Employees are expected to return to work immediately upon release by their doctor.

Continuation of Benefits

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health coverage under the school's health plan, should the employee lose his or her eligibility from a Qualifying Event. A Qualifying Event may include resignation, termination, leave of absence, altered work schedule, death, etc. Under COBRA, if an eligible individual

elects to continue insurance, that individual pays the full cost of coverage at the school's group rate, plus an administrative fee. Details of COBRA coverage and how to apply for it will be provided as required by law.

Under COBRA, employees may be allowed to continue their health insurance benefits, at the employee's expense, for up to 18 months after experiencing a qualifying event as outlined below. Longer periods of coverage may be available depending upon the qualifying event.

To qualify for COBRA continuation coverage, an employee must have a qualifying event that causes the employee to lose group health coverage. The following are qualifying events for:

Employees

- Voluntary or involuntary termination of employment for reasons other than gross misconduct.
- Reduction in numbers of hours worked.

Spouses

- Loss of coverage by the employee because of one of the qualifying events listed above.
- Covered employees become eligible for Medicare.
- Divorce or legal separation of the covered employee.
- Death of the covered employee.

Dependent Children

- Loss of coverage because of any of the qualifying events listed for spouses.
- Loss of status as a dependent child under the plan rules.

Unemployment Benefits

The Utah Department of Workforce Services administers unemployment benefits on behalf of the School. *As defined in state rule, employees (including teacher's aides and substitute teachers) not working during regular off-session days are not eligible for unemployment benefits.* See Utah Administrative Rule R994-405-801 - 808 Services in Education Institutions.

Employee Performance and Corrective Action

Performance Reviews, Promotion and Demotion

Employees will generally receive an appraisal of their job performance annually. This evaluation may be either written or oral. Such evaluation may not occur exactly on the anniversary date, but thereabout, at the discretion of the supervisor or manager. The reviews will focus on job-related strengths and weaknesses, including peer relations as well as overall fit with the school. Goals and improvement plans will be established each review period and progress will be measured periodically and at a minimum, the next annual review. Employees are encouraged to discuss their job performance with their supervisor informally on a day-to-day basis.

Performance reviews will determine merit compensation adjustments, promotions and demotions. The School is most interested in providing opportunity for advancement within the School if opportunity for advancement becomes available. Accordingly, present employees of the School may be considered for promotions. The School retains sole discretion to determine the factors to be applied in any promotion

decision and the relative weight of the factors. The School may demote an employee, which is a reduction in responsibility usually accompanied by a reduction in salary or wages.

Employees will have the opportunity to thoroughly review all performance appraisals and provide a written opinion if they so desire.

Employee Communication and Relations

School seeks to deal openly and directly with its employees and believes that communication between employees and management is critical to solving problems. The School's philosophy is that the person(s) ablest to solve problems are the persons involved in a given situation. It is best to address problems with the person(s) with whom the problem or perceived problem exists. Co-workers that may have a problem with another employee or employees should attempt to resolve the problem themselves. If a resolution is not apparent, both employees should approach their supervisor(s) who will work with the employees to facilitate a resolution. In these instances, the decision of the supervisor is final.

Employees that have a problem with a supervisor should first go to the supervisor and state the problem. If a resolution cannot be agreed upon, the employee should present his or her problem, in writing, to his or her supervisor, the business office or the school director or principal. The decision of the supervisor, business office, director or principal will be final. See the school's Grievance Policy for additional details.

Grievance Policy

The School subscribes to the open-door policy. You may bring a particular complaint to your supervisor for resolution. When matters cannot be handled on an informal basis, the School has established a formal procedure for a fair review of any work-related controversy, dispute or misunderstanding. One or more employees may bring a complaint concerning any work-related problem where the complaint has not been satisfactorily resolved in an informal manner. Please see the full Grievance Policy for full details.

Corrective Action or Discipline

A high level of job performance is expected of each and every employee. In the event that an employee's job performance does not meet the standards established for the position, employees should seek assistance from their supervisor or manager to attain an acceptable level of performance. If employees fail to respond to or fail to make positive efforts toward improvement, corrective action (or disciplinary action) may ensue, including termination of employment.

It is the policy of the School to regard discipline as an instrument for developing total job performance rather than as punishment. Corrective action is one tool the School may select to enhance job performance. Corrective action may be in the form of a written or oral reprimand, written or oral notice(s) of violation of School policy or inadequate job performance, suspension, discharge (termination of employment) or in any combination of the above if the School so elects. The School reserves its prerogative to discipline, and the manner and form of discipline, at its sole discretion.

If employees violate established laws or rules of the state or federal government, School policies or procedures, guidelines, exhortations, or exhibit behavior that violate commonly accepted standards of behavior, honesty or integrity or creates an appearance of impropriety, the School may elect to administer disciplinary action. *The School is an at-will employer. Nothing in this policy removes the at-will nature of the employment relationship between the School and its employees. Furthermore, the School is not required to take any corrective or disciplinary action before making an adverse employment decision, including discharge.*

Employee Separations

All employee benefits are affected by termination of employment. Any accrued, vested or otherwise available benefits will not be paid at the time of termination unless prescribed by law. Individuals may choose to elect continuing coverage (based upon eligibility and at employee's own expense) for certain benefits under COBRA. Individuals will receive notification in writing about which benefits they may be eligible to receive after termination. Eligible individuals must elect to continue benefits or the benefits will not be available to them. Any accrued wages will be paid as prescribed by law as applicable to public entities.

Resignation

Employees are requested to provide a minimum of two (2) weeks' written notice of their intent to resign. An employee's notice of resignation to voluntarily terminate employment with the School should be submitted to his/her supervisor or manager. An exit interview may be requested. Employees who resign their employment with the School are requested to do so in writing.

Job Abandonment

Employees of School that are absent for three consecutive days without notifying a direct supervisor are considered to have voluntarily abandoned their employment with the school and the School will consider their abandonment as a resignation. The effective date of termination will be the last day the employee reported for work. If an employee abandons a job, he or she will not be entitled to any further compensation, including policy approved accrued PTO, unless required by law.

Termination

All employment with the School is "at will" employment. This means that the employee has not been hired for a specified duration, but that he/she can terminate his/her employment with the School or the School can terminate employment at any time, with or without cause, and with or without prior notice. *An employee's at-will employment status cannot be changed by any oral modifications.*

Termination Process

School requires that employees return all documents, files, passwords, computer equipment, uniforms, school tools, business credit or debit cards, keys and other school-owned property on or before the last day of work. As allowed by law, when all school-owned property has been collected, the employee will receive his or her final paycheck on the next regular payroll date. The value of any unreturned property will be deducted from the final paycheck. As a public school, the School is not required (by law) to provide a final paycheck within 24 hours, which is required of private sector employers in Utah. See Utah Code Annotated 34-28-1.

Upon termination for any reason, whether due to resignation or discharge, teacher salaries (and salaries of other School-Year employees whose earnings are spread over a longer period than their work schedule) will be prorated proportionate to the number of days worked out of the scheduled days according to work schedules and Offer Letters and the final, prorated payment will be made on the regular pay day for the pay period that includes the date of termination. Employees leaving the school may have the option of having an exit interview with his or her supervisor.

Upon termination for any reason, whether due to resignation or discharge, the school shall make its best effort to administer an employee Exit Survey consistent with UCA 53G-11-304 and shall report the results of any surveys as required by UCA 53G-11-304.

Employment References

The School may, at its discretion and in accordance with law, provide employment references to potential employers of the School's former employees. The School will provide dates of employment and positions held and any other lawful and relevant information related to the employee's time as an employee of the School. Consistent with Utah Code Annotated 53G-11-410, the School shall report certain disciplinary action to certain potential employers of former School employees.

Board Reviewed and Approved 07/16/2026

Appendix A

RECEIPT AND ACKNOWLEDGEMENT OF EMPLOYEE HANDBOOK

The undersigned acknowledges receipt of the School's Employee Handbook (Handbook) and acknowledges the School has provided sufficient time for a thorough review of the entire document. Nothing in this handbook is intended to infringe upon employee rights under Section Seven (7) of the National Labor Relations Act (NLRA).

Except for the At-Will provisions, the Handbook can be amended at any time. It is specifically understood and agreed that the Handbook is for informational purposes only, is not intended to be inclusive of all circumstances affecting employment, may be changed at any time with or without prior notice, and is not intended to create a contract, nor is it a contract of employment or continuing employment between myself and the School. It is further understood that neither the Handbook nor any policy of the School is a guarantee or promise of employment or continuing employment.

***

I agree to read the Handbook and to follow the guidelines, policies and procedures set forth in the Handbook, and any amendments to the Handbook, along with the other policies and procedures of the School. I understand I can ask, speak with and ask questions of School Leaders relating to any aspect of this Handbook or other School policies or procedures.

I understand that as a role model for youth, having care for or custody over children, as defined in state law, administrative rules and School policies, I may not engage in activity causing a Boundary Violation. I understand that all laws, rules and policies affecting public education in Utah, and at the School, apply to me and govern my behavior while employed by the School. I further understand and acknowledge that my behavior off campus in my personal life may result in corrective or disciplinary action at work (the School) up to and including termination of my employment.

I understand that I am not being hired for any definite period of time even though my wages are paid regularly. I acknowledge that no promises or representations have been made to me that corrective action, discipline or discharge from the School may only occur under certain circumstances or after certain events. I further understand that I am an at-will employee and my employment can be terminated at any time by the School or by me, and that termination may be with or without cause and with or without prior notice.

I understand and acknowledge that School policy requires all employees to be hired at-will and this policy cannot be changed by any oral modifications. My at-will employment status with the School has been fully explained and I have been given an opportunity to ask any questions regarding School policies and my employment status. No representative of the School has made any promise or other statements implying employment will be other than what has been stated above.

_____ _____

Date Signature

_____

Print Name

Paid Time Off Policy

1. **Eligibility and Benefit Overview**
   - 1.1. Employees working 30 or more hours a week on a 190-day schedule shall receive 10 paid leave days for the school year. Due to their extended work schedule, non-teaching full-time staff working over 190 and fewer than 240 days will have 12 paid leave days per year. Non-teaching full-time staff working 240 days will have 20 paid leave days per year. Mid-term employees will receive prorated personal leave based on the days remaining in the school year.
   - 1.2. Unused leave days will be paid out at $112 per day at the end of the school year, not to exceed 50% of the allotted days. Unused leave days will not be paid out for any involuntary termination of employment or resignation before the end of the school year.

2. **Using Personal Leave**
   - 2.1. Each employee is required to complete the Request for Leave form found on the school website under the Staff tab. A request for leave shall be submitted at least 10 days in advance of the dates of all requested paid time off (PTO). All requests for time off must be approved by the school director. Additionally, employees are to inform the school director and front office staff of PTO taken and excessive lateness in arriving at work. In the event of an emergency or unexpected illness, employees must notify the office as soon as possible, but no later than thirty (30) minutes before the start of their scheduled shift .
   - 2.2. Employees absent for less than two hours, shall not be marked down when proper notification to school personnel has been given. In absence of proper notification, the employees will be marked down a minimum of ½ day. Employees absent between 2-4 hours, shall be marked down for ½ day. Employees absent for more than 4 hours shall be marked down for a full day.
   - 2.3. Use of personal leave days is discouraged during parent/teacher conferences and professional development days. The employee must obtain prior approval from the Director if use of personal leave is necessary during one of these events.

3. **Holidays**
   - 3.1. School holidays include federal or state holidays, fall, winter or spring breaks and other days designated as school holidays on school's annual calendar. Part-time or hourly employees do not receive compensation on holidays of any kind. Administrative employees may be required to work holidays as determined by their supervisor or the school director and as outlined in Offer letters. Operations, maintenance, and custodial employees are required to work most school holidays and break periods.

4. **Family and Medical Leave Act**
   - **4.1.** Eligible employees may take up to 12 weeks of unpaid leave within a 12-month

period per the terms of the Family and Medical Leave Act of 1993 (FMLA). FMLA leave is a specified and approved leave granted by the school upon the formal written request of eligible employees. Ineligible employees granted other forms of leave for any reason are not granted approval for nor is their leave governed by or under the provisions of FMLA.

4.2. **FMLA leave runs concurrently with all other applicable forms of leave**, including but not limited to paid time off (PTO), Post Partum Recovery Leave, Paid Parental Leave, or other statutory or employer-provided leave, unless prohibited by law.

4.3. Legally married couples (spouse and spouse) employed by the school may take a combined 12 weeks of FMLA leave under specific circumstances and as defined by federal law. Eligible employees may request FMLA leave after 12 months and 1,250 hours of employment service. Eligible employees must request FMLA leave with 30 days of advance written notice except in times of unexpected leave. Employees may be required to submit a Statement from a Health Care Provider verifying the need for FMLA leave.

4.4. Gateway shall require an eligible employee to use accrued PTO and paid parental leave, as applicable, before the use of FMLA unpaid leave. In other words, PTO/paid leave and FMLA unpaid leave will run concurrently, and the eligible employee will receive pay during what would otherwise be FMLA unpaid leave. Existing Gateway procedure and policy governing the appropriate use of PTO and paid parental leave are applicable. The period during which PTO/paid leave is substituted for FMLA unpaid leave will be counted against the eligible employee's available FMLA twelve (12) workweek unpaid leave entitlement. After exhaustion of any PTO/paid leave, the balance of the FMLA leave will be unpaid. Employees may have additional rights, including rights for eligible relatives of certain military service personnel, and should refer to the Family and Medical Leave Act of 1993 for additional information. Employees are requested to give 2 weeks of advance notice before they plan to return to work.

4.5. Subject to the plan documents, terms, and conditions of the various medical benefit plans, benefits will continue for the full period of FMLA leave. Employees who do not return to regular employment with the school after an approved FMLA leave may be required to reimburse the school for all benefit plan premiums or contributions paid by the school for the employee's elected benefit plans.

5. Personal Leave of Absence

5.1. Requests for personal leave without pay are considered individually and granted at the discretion of school administration. The reason for the request, the employee's length of service, the employee's work record, and the demands of the individual's job are examples of the type of factors typically considered in evaluating a request for personal leave of absence. A request for personal leave of absence may be granted only if the employee is not eligible for any other type of leave. Employees who are granted personal leave are still responsible to pay the employee portion of any benefit programs in which they participate. Arrangements should be made with administration to coordinate the payment of premiums and other costs during leave periods when regular payroll withholding

is not possible.

5.2. Teacher salaries (and salaries of other employees whose salary is spread over a longer period than their work schedule) who take unpaid leave (including FMLA leave) will be prorated proportionate to the number of days worked out of the scheduled days according to work schedules, and the final, prorated payment will be made on the regular pay day for the pay period that includes the date of the beginning of unpaid leave. When returning from leave, a new salary will be calculated proportionate to the number of work days remaining in the school year out of the total work days scheduled for the school year. The new salary shall be paid in equal installments over the regular paydays remaining in the school year.

5.3. All leaves (paid and unpaid) are granted for a specific period of time. An employee who foresees being unable or unwilling to return to work at the end of the leave period should apply for any other leave for which the employee is eligible, including an extension of the current leave.

5.4. School reserves the right to terminate the employment of an employee who does not return to work at the end of an approved leave period.

5.5. Subject to the Plan Documents, terms and conditions of the various plans and upon school approval, medical benefit plans may continue for the full period of approved leave. Employees who do not return to employment with the School after an approved leave may be required to reimburse the school for all benefit plan premiums or contributions paid by the school for the employee's elected benefit plans.

6. Paid Postpartum Recovery Leave, Parental Leave , Pregnancy Loss Leave, Adoption Leave, Foster Leave, and

6.1. **Parental Leave Eligible employee** is an employee of Gateway who is eligible for benefits and meets **all the conditions below**:

6.1.1. A birth parent as defined in Utah Code Section 78B-6-103(11):

6.1.1.1.1. A birth mother

6.1.1.1.2. A man whose paternity of a child is established

6.1.1.1.3. A man who has been identified as the father of a child by the child's birth mother, and has not denied paternity.

6.1.1.1.4. Someone who legally adopts a child, unless the individual is the spouse of the pre-existing parent.

6.1.1.1.5. Is the intended parent of a child born under a validated gestational agreement in accordance with Utah Code Title 81-5-8, Gestational Agreement

6.1.1.1.6. Is appointed the legal guardian of a child or an incapacitated adult.

6.2. **Postpartum recovery leave eligible employee** is an employee of Gateway who is eligible for benefits and gives birth to a child at 20 weeks of gestation or greater.

6.3. **Pregnancy Loss Leave** is an employee of Gateway who is eligible for benefits and experiences a loss before 20 weeks of gestation.

6.4. **Adoption leave eligible employee** is an employee of Gateway who is eligible for benefits, and is legally adopting a child (an individual younger than 18 years old), unless the employee is the spouse of the pre existing Employees.

6.5. **Foster Leave eligible employee**is an employee of Gateway who is eligible for benefits and is the foster parent of a child.

6.6. **Parental Leave** is defined as the leave hours Gateway provides to a parental leave-eligible employee to bond with a child or incapacitated adult, including a child or incapacitated adult for whom the parental leave-eligible employee is appointed the legal guardian.

6.7. **Postpartum recovery leave** means leave hours Gateway provides to a postpartum recovery leave-eligible employee to recover from childbirth.

6.8. **Pregnancy Loss Leave** means leave hours Gateway provides to a pregnancy loss leave- eligible employee.

6.9. **Adoption Leave** means the leave hours Gateway provides to an adoption leave-eligible employee.

6.10. **Foster Leave** means the leave hours Gateway provides to a Foster leave-eligible employee.

6.11. **Qualified employee** is defined as

- 6.11.1. a parental leave eligible employee; or
- 6.11.2. a postpartum leave-eligible employee; or
- 6.11.3. A Pregnancy Loss Leave-eligible employee: or
- 6.11.4. An adoption leave-eligible employee; or
- 6.11.5. A foster Leave-eligible employee.

6.12. **Retaliatory action** means to do any of the following to an employee:

- 6.12.1.1. Dismiss the employee.
- 6.12.1.2. Reduce the employees' compensation.
- 6.12.1.3. Fail to increase the employee's compensation by an amount that the employee is otherwise entitled to or was promised.
- 6.12.1.4. Fail to promote the employee if the employee would have otherwise been promoted.
- 6.12.1.5. Threaten to take any of the above actions.

6.13. Leave Reasons and Length

6.13.1. Except as provided in sections 4 and 5, Gateway shall allow leave for:

6.13.1.1. Parental Leave

6.13.1.1.1.1. A parental leave eligible employee may use up to fifteen (15) work days for:

6.13.1.1.1.1.1. The birth of the parental leave-eligible employee's child

6.13.1.1.1.1.2. The adoption of a minor child by the parental leave-eligible employee

6.13.1.1.1.1.3. The appointment of legal

guardianship of a minor child or an incapacitated adult.

6.13.1.2. Postpartum Recovery Leave

6.13.1.2.1. A postpartum recovery leave eligible employee may use up to fifteen (15) work days of postpartum recovery leave for recovery from childbirth that occurs at 20 weeks of gestation or greater.

6.13.1.2.2. Gateway shall allow a qualified employee who is part-time or who works in excess of a forty (40) hour work week or its equivalent to use the amount of parental leave or postpartum recovery leave available to the qualified employee under this policy on a pro rata basis provided by a schedule determined by Human Resources.

6.13.1.3. Pregnancy Loss Leave

6.13.1.3.1. A Pregnancy Loss eligible employee may use up to Three (3) work days following the loss of a pregnancy Prior to 20 weeks gestation.

6.13.1.4. Adoption Leave

6.13.1.4.1. An adoption leave eligible employee may use up to fifteen (15) work days in addition to parental leave after the adoption of a child under the age of 6.

6.13.1.5. Foster Leave

6.13.1.5.1. A Foster Leave eligible employee may use up to twenty (20) work days of paid Foster Leave.

6.14. Parental Leave Conditions

6.14.1. May not be used before the day on which

6.14.1.1. The parental leave eligible employee's child is born.

6.14.1.2. The parental leave eligible employee adopts a minor child; or

6.14.1.3. The parental leave eligible employee is appointed legal guardian of a minor child or an incapacitated adult.

6.14.2. May not be used more than six months after the date described in section

6.14.3. May not be used intermittently, unless:

6.14.3.1. by mutual written agreement between Gateway and the parental leave eligible employee; or

6.14.3.2. A health care provider certifies that intermittent leave is medically necessary due to a serious health condition of the child.

6.14.4. Runs concurrently with any leave authorized under the FMLA.

6.14.5. Runs consecutively to postpartum recovery leave and Adoption Leave

6.14.6. The amount of parental leave does not increase if a parental leave-eligible

employee:

6.14.6.1. has more than one child born from the same pregnancy;

6.14.6.2. adopts more than one minor child; or

6.14.6.3. is appointed legal guardian of more than one minor child or an incapacitated adult..

6.14.7. A parental leave eligible employee may not use more than fifteen (15) work days, within a single 12-month period, regardless of whether during that 12-month period the parental leave eligible employee:

6.14.7.1. becomes the parent of more than one child;

6.14.7.2. adopts more than one minor child; or

6.14.7.3. is appointed legal guardian of more than one minor child or incapacitated adult.

6.14.8. Except as provided in section 3.4, Gateway may not charge parental leave under this policy against Paid Time Off (PTO) or other leave a qualified employee is entitled to.

6.14.9. Gateway may not compensate a parental leave eligible employee for any unused parental leave or postpartum recovery leave upon termination of employment.

6.15. Postpartum Recovery Leave Conditions

6.15.1. Postpartum recovery leave as described in section 2:

6.15.1.1. Shall be used starting on the day on which the postpartum recovery leave-eligible employee gives birth, unless a health care provider certifies that an earlier start date is medically necessary.

6.15.1.2. Shall be used in a single continuous period.

6.15.1.3. Runs concurrently with any leave authorized under the FMLA.

6.15.1.4. **Runs consecutively to parental leave**.

6.15.2. The amount of postpartum recovery leave authorized in section 2 does not increase if a postpartum recovery leave-eligible employee has more than one child born from the same pregnancy.

6.15.3. Except as provided in section 4.1.3, Gateway may not charge postpartum recovery leave under this policy against Paid Time Off (PTO) or other leave a qualified employee is entitled to.

6.15.4. Gateway may not compensate a postpartum recovery leave-eligible employee for any unused parental leave or postpartum recovery leave upon termination of employment.

6.16. Pregnancy Loss Leave Conditions

6.16.1. Pregnancy Loss leave as described in section 6.8:

6.16.1.1. Shall be used starting the day on which the Pregnancy Loss leave-eligible employee loses a child under 20 weeks gestation.

6.16.1.2. Shall be used in a single continuous period.

6.16.1.3. Runs concurrently with any leave authorized under the FMLA.

6.16.2. Except as provided in section 4.1.3, Gateway may not charge Pregnancy Loss leave under this policy against Paid Time Off (PTO) or other leave a qualified employee is entitled to.

6.17. Adoption Leave Conditions

6.17.1. Adoption leave as described in section 6.7:

6.17.1.1. Shall be used starting the day on which the Adoption leave-eligible employee adopts a child under the age of 6.

6.17.1.2. Shall be used in a single continuous period.

6.17.1.3. Runs concurrently with any leave authorized under the FMLA.

6.17.1.4. **Runs consecutively to parental leave.**

6.17.2. The amount of adoption leave authorized in section 6.13.1.4.1 does not increase if a adobtion leave-eligible employee adopts more than one child.

6.17.3. Except as provided in section 4.1.3, Gateway may not charge Adoption leave under this policy against Paid Time Off (PTO) or other leave a qualified employee is entitled to.

6.17.4. Gateway may not compensate an Adoption leave-eligible employee for any unused parental leave or postpartum recovery leave upon termination of employment.

6.18. Foster Leave Conditions

6.18.1. Foster leave as described in section 6.10

6.18.1.1. Shall be used starting the day on which the Foster leave-eligible employee receives the placement of a foster child.

6.18.1.2. Shall be used in a single continuous period.

6.18.1.3. Runs concurrently with any leave authorized under the Family and Medical Leave Act (FMLA).

6.18.1.4. Runs consecutively to any other parental leave if applicable.

6.18.2. The amount of foster leave authorized in section 6.13.1.5.1. does not increase if a foster leave-eligible employee receives placement of more than one child at the same time.

6.18.3. Except as provided in section 4.1.3, Gateway may not charge Foster leave under this policy against Paid Time Off (PTO) or other leave a qualified employee is entitled to.

6.18.4. Gateway may not compensate a Foster leave-eligible employee for any unused foster leave upon termination of employment.

6.19. Providing Advanced Notice

6.19.1. Except as provided in section 6.15.1.1, a qualified employee shall give

Gateway notice at least thirty (30) days before the day on which the qualified employee plans to:

6.19.1.1. begin using parental leave, postpartum recovery, adoption leave or foster leave under this policy; and

6.19.1.2. Stop using postpartum recovery leave under this policy.

6.19.2. If circumstances beyond the qualified employee's control prevent the qualified employee from giving notice in accordance with section 6.19., the qualified employee shall give each notice described in 6.15.1.1 as soon as reasonably practicable.

6.19.3. If you are suffering from a pregnancy-related disability and require reasonable accommodation (which may include leave) for this purpose, please speak with the Executive Director to discuss reasonable accommodation. You may be required to submit medical certification of your pregnancy-related disability.

6.20. Administration of This Policy

6.20.1. The school director is responsible for the administration of this policy. If you have any questions regarding this policy or if you have questions about pregnancy or parental leave that are not addressed in this policy, please contact the Executive Director office.

6.21. Return to Work

6.21.1. Following the expiration of a qualified employee's parental leave, postpartum recovery leave, pregnancy loss leave, adoption leave or foster leave

6.21.1.1. the position that the qualified employee held before using parental leave, postpartum recovery leave,pregnancy loss leave, adoption leave or foster leave; or

6.21.1.2. a position within Gateway that is equivalent in seniority, status, benefits, and pay to the position that the qualified employee held before using parental leave, postpartum recovery leave,pregnancy loss leave, adoption leave or foster leave.

6.21.2. If during the time a qualified employee uses parental leave, postpartum recovery, pregnancy loss leave, adoption leave or foster leave leave under this policy Gateway experiences a reduction in force and, as part of the reduction in force, the qualified employee would have been separated had the qualified employee not been using the parental leave, postpartum recovery leave, pregnancy loss leave, adoption leave or foster leave Gateway may separate the qualified employee in accordance with any applicable process or procedure as if the qualified employee were not using the parental leave or postpartum recovery leave.

6.22. Benefits During Leave

6.22.1. During the time a qualified employee uses parental leave, postpartum recovery leave, pregnancy loss leave, adoption leave, or foster leave under this policy, the qualified employee shall continue to receive all employment-related benefits and payments at the same level that the qualified employee received immediately before beginning the parental leave or postpartum leave, provided that the qualified employee pays any required employee contributions.

6.22.2. Employees are responsible for the cost of their portion of benefits during their leave.

6.23. Gateway Restrictions

6.23.1. Gateway may not

6.23.1.1. interfere with or otherwise restrain a qualified employee from using parental leave, postpartum recovery leave, pregnancy loss leave, adoption leave or foster leave in accordance with this policy; or

6.23.1.2. Take retaliatory action against a qualified employee who uses parental leave, postpartum recovery leave, pregnancy loss leave, adoption leave or foster leave in accordance with this policy.

7. Bereavement Leave

7.1. Eligible Employees may request a leave of absence with pay for a maximum of five (5) working days upon the death of a member of his or her immediate family. Members of the immediate family are defined as: father, step-father, mother, step-mother, child, stepchild, spouse, domestic partner, sister, brother, grandmother, grandfather, step-sister, step-brother, brother-in-law, sister-in-law, father-in-law, or mother-in-law. Verification of family relationship may be requested.

8. Jury Duty

8.1. Employees summoned for jury duty will be allowed the necessary time off from work to perform this civic responsibility. Employees must give School 15 days' advance notice. School will pay such employees the difference between their regular salary and any jury duty fees received for up to five days of jury duty per school year. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. School may require the employee to supply documentation from the court affirming the employee's jury duty service and compensation. Employees or their supervisor may ask the court to excuse an employee from jury duty if an absence would cause serious operational difficulty for the school.

9. Witness Duty

9.1. Employees who receive a subpoena to testify in court may be granted time off to

serve as a witness for that purpose. Employees must give School 15 days advance notice. School will pay such employees regular wages if the case involves the School, and the employee is not plaintiff to the suit. Employees are not compensated if the case does not involve the school and will use PTO hours (if available) for this absence. Employees will be expected to report to work during all regular hours if their presence is not required in a jury room or court. School may require the employee to supply documentation from the court affirming the employee's witness duty service.

10. Voting Leave

10.1. If an employee cannot vote because of scheduled work hours' conflict with the hours of the polls, the employee is allowed up to two hours paid leave (at the regular rate) to vote in a state or federal election.

11. Military Duty

11.1. Leaves for military service and reinstatement after performing military service will be provided in accordance with the requirements of law (as applicable to the School at the time the leave was granted only) as defined in the Uniformed Services Employment and Reemployment Rights Act (USERRA). Employees who are absent from work in order to attend an annual encampment in a recognized reserve branch of the armed forces of the United States will receive an unpaid leave of absence of up to a maximum of two weeks per year. Employees must provide 30 days' advance notice unless an emergency or classified situation dictates otherwise, upon which evidence must be provided to the School.

11.2. Subject to the law and the Plan Documents, terms and conditions of the various plans, medical benefit plans may continue for the full period of military leave. Employees who do not return to employment with the School after an approved military leave may be required to reimburse the School for all benefit plan premiums or contributions paid by the School for the employee's elected benefit plans.

12. Emergency Closings and Severe Weather

12.1. In the event that the school closes due to severe weather conditions or another reason, employees will not be required to report to work. Full time salaried employees will be paid for that day and it will not be counted as a vacation day. Hourly and/or part-time employees will not be compensated on days when the school is closed due to severe weather or other conditions. Every effort will be made to contact employees in the event of closure due to weather directly and through local media.

13. Donation Of PTO

13.1. All eligible employees will be allowed to donate PTO time from their unused balance to their coworkers in need in accordance with the policy outlined below. This policy is strictly voluntary.

13.2. Eligibility and Guidelines

13.2.1. Gateway Preparatory Academy employees with at least 180 days of

service and who possess unused PTO days. Recipients of donated PTO must also be employed for at least 90 days to be eligible.

13.2.2. Employees who would like to make a formal request to receive donated sick/personal time from their co-workers must complete the Release of Information for Leave Donation Request form and have a situation that meets the following criteria:

13.2.2.1. Family Related Emergency – This constitutes critical or catastrophic illness or injury of the employee or an immediate family member that poses a threat to life and/or requires inpatient or hospice health care. For the purposes of this policy, an immediate family member is defined as a spouse, domestic partner, child, parent, or other relationship in which the employee is the legal guardian or sole caretaker. This also includes other personal crises of a severe nature that directly impact the employee (e.g., fire, flood, etc.). The school director is responsible for determining the severity of each case and the eligibility for receiving donated leave.

13.2.2.2. Donation minimum of one day

13.2.2.3. Donation maximum – no more than 50% of employee's current PTO balance.

13.2.2.4. Employees who are currently on an approved leave of absence cannot donate PTO

13.2.3. Employees who receive PTO from others must adhere to the following requirements:

13.2.3.1. Employees who would like to make a request to receive donated PTO time are required to complete the Release of Information for Leave Donation Request form (available from the Director's office) to allow the school to present their request to the employees of Gateway Preparatory Academy for the sole purpose of soliciting donations.

13.2.4. Employees who receive donated PTO may receive no more than 10 days within a school year.

13.2.4.1. All forms must be returned to the designated front office staff as soon as possible.

13.2.4.2. Requests for donations of PTO must be approved by the Director.

13.2.4.3. If the recipient employee has available PTO time in their balance, this time will be used prior to any donated PTO time unless it has already been scheduled and approved for future use via the Leave Request Process. Donated PTO may only be used for time off related to the approved request. PTO donations will be recorded and used in the order received, taking one day from each donor before taking more than one from a single donor. PTO time donated that is in excess of the time off needed will be returned

to the donor. The donors will be notified in writing of any unused returned PTO and the proper adjustments will be noted during payroll processing.

Board Approved on:
May 26, 2026
Effective July 1, 2026