

Odyssey Charter School, Inc.
Employment Policies Handbook Addendum
Policies Expire December 31, 2020

Emergency Paid Sick Leave Policy (COVID-19)

Odyssey Charter School, Inc. provides eligible employees with emergency paid sick leave under certain conditions between April 1, 2020 and December 31, 2020 under the Emergency Paid Sick Leave Act, which is part of the Families First Coronavirus Response Act (FFCRA).

Eligibility

All employees are eligible for emergency paid sick leave.

Reason for Leave

You may take emergency paid sick leave if you are unable to work (or telework) because:

1. You are subject to a federal, state, or local quarantine or isolation order related to COVID-19;
2. You have been advised by a health care provider to self-quarantine because of COVID-19;
3. You are experiencing symptoms of COVID-19 and are seeking a medical diagnosis;
4. You are caring for an individual or are advised to quarantine or isolate;
5. You are caring for a child whose school or place of care is closed, or whose childcare provider is unavailable, due to COVID-19 precautions; or
6. You are experiencing substantially similar conditions as specified by the Secretary of Health and Human Services, in consultation with the Secretaries of Labor and Treasury.

Duration/Compensation

Full-time employees are entitled to up to 80 hours of paid sick leave for qualifying events. Part-time employees are entitled to take the number of hours they would normally be scheduled to work during a two-week period.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the individual was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

The rate of your pay depends on your reason(s) for taking leave. If you:

- Are subject to a federal, state, or local quarantine or isolation order related to COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Have been advised by a health care provider to self-quarantine because of COVID-19 concerns, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.

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- Choose to obtain a medical diagnosis because you are experiencing symptoms of COVID-19, pay is at the greater of your regular rate or the applicable minimum wage, capped at \$511 per day.
- Caring for or assisting an individual who is subject to an order or recommendation as described in bullet 1 or 2 above, pay is at two-thirds of the greater of your or the applicable minimum wage, capped at \$200 per day.
- Are caring for your child because of school or daycare closure, or because the child care provider is unavailable, due to COVID-19, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.
- Are experiencing any other substantially similar condition specified by the Secretary of Health and Human Services, pay is at two-thirds of the greater of your regular rate or the applicable minimum wage, capped at \$200 per day.

Leave Rules

You may elect to use emergency paid sick leave before using any accrued paid leave. The School will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

No leave provided by the School before April 1, 2020 may be credited against your leave entitlement. In addition, no unused emergency paid sick leave can be carried over after December 31, 2020 or paid to you.

Requesting Leave

If you need to take emergency paid sick leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Intermittent Use of Leave

If the School directs or allows you to telework, but you are unavailable to do so because of one of the qualifying reasons for emergency paid sick leave, the School may agree to allow you to take paid sick leave intermittently, in any agreed increment of time. If you normally report to work at a School worksite, the School may agree to allow you to take paid sick leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Documentation

When requesting emergency paid sick leave, you must provide the following information (verbally or in writing):

- Your name;
- Date(s) for which leave is requested;
- Qualifying reason for the leave; and
- Verbal or written statement that you are unable to work because of the qualified reason for leave.

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To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 1 above, you must additionally provide the name of the government entity that issued the quarantine or isolation order.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 2 above, you must additionally provide the name of the health care provider who advised you to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 3 above, you must additionally provide either:

- The name of the government entity that issued the quarantine or isolation order to which the individual being cared for is subject; or
- The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

To take emergency paid sick leave for a qualifying COVID-19 related reason under bullet 5 above, you must additionally provide:

- The name of the child being cared for;
- The name of the school, place of care, or child care provider that has closed or become unavailable; and
- A representation that no other suitable person will be caring for the child during the period for which you take emergency paid sick leave.

The School may also request you to provide such additional material as needed to support a request for tax credits pursuant to the FFCRA. The School is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Retaliation

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

Expiration

This policy expires on December 31, 2020.

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Expanded Family and Medical Leave Policy (COVID-19)

Odyssey Charter School, Inc. provides eligible employees with up to 12 weeks of expanded family and medical leave for a qualifying need related to a public health emergency between April 1, 2020 and December 31, 2020 under the Families First Coronavirus Response Act (FFCRA). The School's existing Family and Medical Leave Act (FMLA) leave policy still applies to other FMLA-qualifying reasons not addressed in this policy.

Eligibility

Expanded family and medical leave is available to all employees that have been employed by the School for at least 30 calendar days. You are considered to have been employed by the School for at least 30 calendar days if:

- You were on the School's payroll for the 30 days immediately prior to the day your leave would begin; or
- You were laid off or otherwise terminated by the School on or after March 1, 2020 and were rehired or otherwise re-employed by the School on or before December 31, 2020, provided that you had been on the School's payroll for leave upon reinstatement if you had been previously employed by the School for 30 or more of the 60 calendar days prior to your layoff or termination.

Reason for Leave

Leave under this policy is limited to circumstances where you are unable to work (including telework) due to your need to care for your son or daughter whose school or place of care has been closed, or whose child care provider is unavailable, for reasons related to COVID-19. **Son or daughter** means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is under 18 years of age or is 18 years of age or older and is incapable of self-care because of a mental or physical disability.

Your need for leave under this policy is qualifying only if no suitable person is available to care for your child during the period of such leave.

Requesting Leave

If you need to take expanded family and medical leave, provide notice as soon as possible. Normal call-in procedures apply to all absences from work.

Duration of Leave

You will have up to 12 weeks of leave to use from April 1, 2020, through December 31, 2020 for the reason stated above. This period of leave is included in, and not in addition to, the total FMLA leave entitlement of 12 weeks in a 12-month period as defined in the School's Family and Medical Leave Act policy.

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Intermittent Use of Leave

If the School directs or allows you to telework, but you are unavailable to do so because you need to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19-related reason, the School may agree to allow you to take extended FMLA leave intermittently, in any agreed increment of time. If you normally report to work at a School worksite, the School may agree to allow you to take extended FMLA leave in any agreed increment of time to care for your son or daughter whose school or place of care is closed, or child care provider is unavailable, because of a COVID-19 related reason.

Compensation

The first 10 days (two weeks) of expanded family and medical leave are unpaid. However, during this period, you may use accrued paid vacation, sick, or personal leave and will receive the full amount of such accrued leave. You may also elect to use the paid leave provided under the Emergency Paid Sick Leave Act, which provides pay up to a maximum of \$200 per day. After the first two workweeks of expanded family and medical leave, leave will be paid at two-thirds of your regular rate of pay for the number of hours you would otherwise be scheduled to work. Pay will not exceed \$200 per day and \$10,000 in total, or \$12,000 in total if using emergency paid sick leave for the first two weeks. Any unused portion of this pay will not carry over to the next year.

The School will coordinate any interaction between local, state, and federal leave laws, including emergency paid sick leave laws, to the extent necessary and consistent with those laws.

For employees with varying hours, one of the following methods for determining the number of hours paid will be used:

- If the individual has worked six months or more, the average number of hours that the employee was scheduled per day over the six-month period ending on the date on which the individual takes leave, including hours for which they took leave of any type.
- If the individual has worked less than six months, the expected number of hours to be scheduled per day at the time of hire.

Documentation

When requesting expanded family and medical leave, you must provide the following information (verbally or in writing):

1. Your name;
2. Date(s) for which leave is requested;
3. Qualifying reason for the leave;
4. Verbal or written statement that you are unable to work because of the qualified reason for leave;
5. The name of the child being cared for;
6. The name of the school, place of care, or child care provider that has closed or become unavailable; and

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7. A representation that no other suitable person will be caring for the child during the period for which you take expanded family and medical leave.

The School may also request you provide additional materials as needed to support a request for tax credits pursuant to the FFCRA. The School is not required to provide leave if materials sufficient to support the applicable tax credit have not been provided.

Restoration

Upon returning to work at the end of leave, you will generally be placed in your original job or an equivalent job with equivalent pay and benefits. You will not lose any benefits that accrued before leave was taken.

Retaliation

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

Expiration

This policy expires on December 31, 2020.

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Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Odyssey Charter School, Inc. Employment Policies Handbook Addendum (addendum) and that I have read it, understand it, and agree to comply with it. I understand the policies in this addendum expire on December 31, 2020 and will no longer be effective. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Site Administrators or designee upon approval by the Odyssey Charter School, Inc. Board of Directors. I also understand that any delay or failure by the Company to enforce any rule, regulation, or procedure contained in the addendum does not constitute a waiver on behalf of the Company or effect the right of the Company to enforce such rule, regulation, or procedure in the future.

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

This addendum is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

If I have any questions about the content or interpretation of this addendum, I will contact the Site Administrator.

I understand that my worksite employer, Odyssey Charter School, Inc., has entered into an agreement with Paychex Business Solution whereby Paychex Business Solution has agreed to assign individuals to perform services for Odyssey Charter School, Inc. in connection with the agreement. I understand that for certain purposes I may be a co-employee of Paychex Business Solution, and that this relationship may be terminated at-will at any time by me, Odyssey Charter School, Inc., or Paychex Business Solution for any reason, with or without cause or notice, unless otherwise prohibited by law.

Signature

Date

Print Name