

Belton Preparatory Academy BOARD POLICY MANUAL

BELTON PREPARATORY ACADEMY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART.

EMPLOYMENT AND DISMISSAL

Definitions

“At-will” means an employment relationship in which either party may terminate employment at any time, for any reason or no reason, and with or without notice.

“Working day” means any day on which the School’s administrative office is open.

Employment and Dismissal for Teachers

Teachers will be employed on an at-will basis pursuant to an annual Letter of Agreement setting forth the basic terms and conditions of their at-will employment. Teachers are subject to discipline and dismissal in accordance with this policy. BPA does not adopt the provisions for the employment and dismissal of teachers outlined in S.C. Code 59-25-410 *et seq.* (the Teacher Employment and Dismissal Act), and such provisions do not apply to the employment and dismissal of teachers.

Employment and Dismissal for Administrative, Paraprofessional, and Non-Teaching Staff

Administrative staff, paraprofessionals, and other non-teaching staff will be employed by the School on an at-will basis and subject to discipline and dismissal in accordance with this policy.

At-Will Employment

Employment is on an at-will basis unless otherwise stated in a written employment contract duly approved by action of the Board and signed by the employee and either the Board Chair, the Principal, or other duly authorized representative, as applicable under the circumstances. Only the Board has authority to modify or alter the at-will employment relationship. Nothing herein modifies or alters the at-will employment relationship, creates an express or implied employment contract, or otherwise creates any other right, assurance, entitlement, tenure, or guarantee of continued employment for any specific duration.

BPA or the employee may terminate the at-will employment relationship at any time, for any reason, with or without notice. The employee and BPA may agree to a mutual separation or termination of the at-will employment relationship at any time and may discuss and agree to alternative resolutions to termination, subject to the approval by the Board as necessary. BPA

requests that employees provide at least two weeks' notice of intent to resign unless extenuating circumstances exist that prevent such advance notice.

Employee Assignments

BPA may at any time, and in its sole discretion, reassign an employee to a different position or otherwise change or modify an employee's position, job description, duties, or responsibilities based on the School's operational, educational, or business needs.

Employee Discipline

All employees are expected to conform to reasonable standards of performance and conduct. In performing their duties, employees will follow School policies, procedures, and rules as established by the Board, the School's charter documents, the administration's directives, and applicable laws. Violations may result in disciplinary action, which may include, but is not limited to, verbal warnings, written warnings, improvement plans, counseling, administrative leave or suspension (with or without pay), reassignment, and termination. The School, in its sole discretion, may take any disciplinary action(s) it deems appropriate considering the nature and severity of the conduct, prior violations, and any other attendant circumstances on a case-by-case basis. Disciplinary actions will be made part of the employee's personnel file.

The Principal has authority to take disciplinary action against an employee, up to and including termination. The Principal (or designee) may conduct an investigation as deemed necessary and appropriate under the circumstances and may place the employee on paid administrative leave pending the conclusion of the investigation. An employee's failure to cooperate or interference with any investigation will be grounds for disciplinary action, up to and including termination.

The Principal (or designee) shall meet with the employee as needed to notify the employee of the reasons for disciplinary action, inform the employee of any investigation results, allow the employee an opportunity to respond, and inform the employee of any disciplinary action to be imposed. Employees may not appeal disciplinary actions short of termination to the Board.

Termination

In the event of termination, the Principal (or designee) shall notify the employee in writing of the reasons for termination and of the right to a hearing before the Board. Termination of the at-will employment relationship shall be effective upon such written notice. The hearing shall be a post-termination appeal and not a pre-condition for termination. The hearing before the Board shall be limited to the issue(s) of whether the teacher was wrongfully terminated for an unlawful reason (e.g., discrimination, whistleblowing, or retaliation for a protected activity), a reason that violates a clear mandate of public policy, or a reason that violates School policy.

The Board, administration, employee (at his/her own expense), and any other involved parties (at their own expense) may be represented during the appeal by an attorney licensed in this state.

To appeal the termination decision, the employee must file a written hearing request with the Principal within five (5) working days after receipt of the written termination notice. The written request must include: (i) the employee's name and contact information; (ii) a copy of the termination notice; and (iii) a statement of the grounds for appeal and the relevant facts, policies, and/or laws sufficient to give notice of all the issues to be decided. The Board will only consider the grounds for appeal set forth above that are timely presented in a written hearing request.

Upon receipt, the Principal shall promptly forward the hearing request and related documents to the Board chair. If a hearing is timely and properly requested, the Board chair will notify the employee, the Principal, and any other involved parties of the time, date, and location of the hearing. Failure to timely file a proper hearing request or attend a scheduled hearing shall be deemed a waiver of the right to a Board hearing and will end the appeal process.

The Board chair shall preside over the hearing and appeal process. The Board chair shall rule on all procedural and evidentiary issues. The Board chair may make reasonable changes or modifications to the procedures and timelines herein if doing so will serve the just and efficient resolution of the appeal.

At least five (5) working days before the scheduled hearing, the employee and the Principal shall exchange, and provide the Board chair with copies of, their respective lists of witnesses and copies of exhibits to be presented at the hearing. The Board chair shall have discretion to request written statements or arguments from the parties prior to and/or at the conclusion of the hearing.

The hearing shall be held in executive session, unless the employee requests in writing to the Board chair that the hearing be held in open session. The hearing shall be informal. Formal court rules of procedure and evidence will not apply. The Board chair shall have discretion to allow the parties to present brief opening statements and closing arguments. Each party may present testimony and other evidence and will be allowed an opportunity to cross-examine witnesses and review the other evidence submitted. Board members may also question the parties and witnesses.

At the conclusion of the hearing, the Board shall deliberate in executive session outside the presence of the parties. The Board shall return to open session to vote to affirm or rescind the termination. If the termination is rescinded, the employee shall be reinstated to his/her prior position with back-pay for the time between termination and reinstatement. The Board shall endeavor to issue a written decision within ten (10) working days after the conclusion of the hearing. The Board's decision is final.

Employee Separation / Return of Property

When an employee separates from employment with the School for any reason, BPA will pay all wages due to the employee on the next regular payday (not to exceed thirty (30) days from the date of separation) and will provide the employee information regarding continuation of employment benefits as applicable.

All School property issued to or otherwise in the possession of the employee (such as, but not limited to, computers, keys, door fobs, badges, radios, phones, textbooks and curriculum materials,

files, and records) must be returned to the School at the time of the employee's separation from employment for any reason. Employees will be responsible for any lost or damaged School property. The failure or refusal to return School property may result in reports to law enforcement or other legal action to recover the property.

NONDISCRIMINATION AND ANTI-HARASSMENT

Equal Employment Opportunity

BPA is an equal employment opportunity employer. Employment decisions are based on individual merit and without discrimination because of race, color, creed, age, religion, national origin, sex, disability, veteran or military status, or any other class, status, or characteristic protected by applicable law. This policy extends to all applicants and employees and applies to all aspects of the employment relationship, including recruitment, hiring, training, compensation, benefits, and all terms and conditions of employment.

Accommodating Employees With Disabilities

It is BPA's policy to comply with the Americans with Disabilities Act (ADA) and other applicable federal and state laws concerning the employment of qualified persons with disabilities. BPA will reasonably accommodate qualified individuals with a known disability so they can perform the essential functions of a job unless doing so poses a direct threat to health or safety or imposes an undue hardship on the School.

Any employee with a disability that may require a reasonable accommodation should inform the Principal. On receipt of notice that an employee with a disability requests an accommodation, the Principal (or designee) will engage in an interactive process with the employee to determine what, if any, appropriate reasonable accommodation can be provided consistent with the ADA and other applicable laws. The School may request certain medical documentation and information concerning the employee's request for an accommodation, such as, but not limited to, the nature of the disability, specific functional and work limitations due to the disability, and suggested accommodations. The reasonable accommodation process requires good-faith discussions and interactions between the School and employee. Failure to provide information and cooperate in the interactive process may cause the delay or denial of a request. Reasonable accommodations may take many forms, and requests will be evaluated on a case-by-case basis. The School may not be required to provide an accommodation if the accommodation poses a direct threat to health or safety in the workplace or imposes an undue hardship upon the School. If more than one accommodation is effective, the School may choose which one to provide based on the circumstances.

Religious Accommodations

BPA prohibits discrimination based on an employee's religious beliefs. The School will consider requests for reasonable accommodation based on a sincerely held religious belief. Any employee whose sincerely held religious beliefs conflict with his or her work schedule, dress code, or other working conditions may submit a written request for religious accommodation to the Principal.

The request must include a description of the religious conflict and proposed accommodation. The Principal (or designee), in consultation with the employee, will determine if a work conflict exists due to a sincerely held religious belief and whether an accommodation is available that is reasonable and does not create an undue hardship on the School's operations. Religious accommodation requests will be determined on a case-by-case basis.

Harassment and Discrimination Free Workplace

BPA strives to maintain a learning and work environment that fosters mutual employee and student respect, promotes harmonious and productive working relationships, and promotes a safe and orderly educational and work environment. BPA expects all employees to conduct themselves in a professional and respectful manner in all interactions with other employees, students, parents, and others at all times. BPA prohibits all forms of unlawful harassment and discrimination by any employee against any other employee, student, parent, or other person. An employee's violation of this policy will result in disciplinary action, up to and including termination.

As used in this policy, "harassment" and "discrimination" include any and all forms of harassment, discrimination, intimidation, bullying, retaliation, and other conduct based on an individual's race, color, religion, sex, national origin, age, disability, veteran or military status, or any other classification, status, or characteristic protected by applicable law that:

- excludes an individual from participation, denies the individual the benefits of, treats the individual differently, or otherwise adversely affects a term or condition of the individual's employment, education, or participation in a School program or activity;
- has the purpose or effect of creating an intimidating, hostile, or offensive learning or working environment;
- has the purpose or effect of unreasonably interfering with an individual's educational or work performance, opportunities, or benefits;
- has the purpose or effect of harming a person physically or emotionally, or damaging a person's property, or causing reasonable fear of personal harm or property damage; or
- otherwise has the purpose or effect of causing substantial disruption or interference with the safe and orderly operation of the School.

Examples of prohibited harassing and discriminatory conduct include, but are not limited to, the following:

- epithets, slurs, negative stereotyping, threatening, intimidating, or hostile acts that relate to a protected trait or characteristic;

- electronic, written, or graphic material that denigrates or shows hostility or aversion toward an individual or group based on a protected trait or characteristic and that is distributed or posted electronically, on walls, bulletin boards, or elsewhere on School premises or is otherwise circulated in the workplace; and
- verbal or nonverbal innuendoes that relate to or reflect negatively upon someone because of a protected trait or characteristic.

An employee who believes he or she has been subjected to harassment or discrimination is strongly encouraged to report such conduct to the Principal. An employee who receives a complaint, personally witnesses, or otherwise learns about harassment or discrimination by other means must promptly report the incident to the Principal. Complaints of harassment against or involving the Principal should be reported to the Board chair. Complaints of harassment or discrimination may be oral or written. The complaint should include as much information as possible, including: (i) the complainant's name and contact information; (ii) the name or identity of the accused individual(s); (iii) a description of the nature of the alleged conduct or incident; and (iv) the date, time, and location of the alleged conduct or incident.

Upon receiving a complaint, the Principal, Board chair, or other designee, as appropriate, will conduct a prompt and thorough investigation to determine whether the alleged conduct constitutes harassment or discrimination in violation of this policy. An employee who is found to have violated this policy will be subject to disciplinary action, up to and including termination. Additionally, the School may take appropriate remedial actions to end the conduct, eliminate a hostile environment, and/or prevent the conduct from occurring again. In cases involving possible criminal conduct, the Principal, Board chair, or designee, as appropriate, will also determine if the appropriate law enforcement authorities should be notified.

If at any time the School determines the alleged conduct was based on sex or gender, the procedures outlined in the School's sexual harassment policies will be followed.

The School will make reasonable efforts to safeguard an individual's privacy and protect from disclosure the identity of individuals who report harassment or discrimination, the involved parties, and witnesses, except as necessary to investigate and resolve the complaint or as may be required by law. Information related to a complaint or investigation may be shared with School employees who "need to know" in order to assist in the assessment, investigation, and resolution of the complaint. The disclosure of confidential information in violation of this provision may result in disciplinary action, up to and including termination.

The School prohibits retaliation against any person who makes a complaint, reports an incident, or participates in an investigation or proceeding concerning harassment or discrimination. An employee who is found to have engaged in retaliatory conduct, or who is found to have willfully, intentionally, or maliciously made a false report, will be subject to disciplinary action, up to and including termination.

This policy does not prohibit employees from pursuing other complaint and resolution avenues in addition to or in lieu of filing a complaint with the School, such as filing a complaint with law enforcement, the South Carolina Human Affairs Commission, the U.S. Equal Employment Opportunity Commission, or the U.S. Department of Education Office for Civil Rights.

SEXUAL HARASSMENT

It is BPA's policy to comply with Title IX of the Education Amendments of 1972 (Title IX). BPA does not discriminate on the basis of sex in its education program or activity. Except as provided in Title IX, no person shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any academic, extracurricular, or other education program or activity operated by the School. This policy extends to employment in any education program or activity operated by the School (including recruitment, hiring, compensation, and other employment decisions).

BPA prohibits and will not tolerate sex-based discrimination or harassment against its employees, students, and other persons. This includes sexual harassment and other inappropriate conduct of a sexual nature against its employees, students, and other persons, and against members of the opposite sex and the same sex. BPA further prohibits and will not tolerate retaliation against any employee, student, and other person who reports, files a complaint, or participates in an investigation or proceeding concerning alleged sex-based discrimination, harassment, or retaliation. Violation of this policy will be grounds for disciplinary action, up to and including termination.

Definitions

"Actual knowledge" means notice of sexual harassment or allegations of sexual harassment to the School's Title IX Coordinator or **any** School employee. A School employee has notice if he or she witnesses sexual harassment, hears about sexual harassment or allegations of sexual harassment from a complainant or a third-party (e.g., a student, parent, friend, or peer), receives a verbal or written report of sexual harassment or allegations of sexual harassment, or otherwise learns about sexual harassment or allegations of sexual harassment by other means.

"Complainant" means an individual who is alleged to be the victim of conduct that could constitute sexual harassment.

"Day" or "days" means a day on which the School is open for operations.

"Education program or activity" includes locations, events, or circumstances over which the School exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

"Formal Complaint" means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting the School investigate the allegation of sexual harassment. A formal complaint initiates the grievance process.

“Respondent” means an individual who is reported to be the perpetrator of conduct that could constitute sexual harassment. A parent or legal guardian may act on behalf of a respondent.

“Sexual harassment” means conduct on the basis of sex that satisfies one or more of the following: (i) an employee conditioning the provision of an aid, benefit or service of the School on an individual’s participation in unwelcome sexual conduct (“quid pro quo harassment”); (ii) unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a person equal access to the School’s education program or activity; or (iii) sexual assault [as defined in 20 U.S.C. 1092(f)(6)(A)(v)], dating violence [as defined in 34 U.S.C. 12291(a)(10)], domestic violence [as defined in 34 U.S.C. 12291(a)(8)], or stalking [as defined in 34 U.S.C. 12291(a)(30)]. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexual violence, and other verbal, non-verbal, or physical conduct of a sexual nature.

Reporting Sexual Harassment

Any person may report sexual harassment, in person or by mail, telephone, or e-mail, to the School’s Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report. Such a report may be made at any time (including during non-business hours) by using the telephone number or e-mail address, or by mail to the office address, listed for the Title IX Coordinator.

Any employee who has actual knowledge or notice of sexual harassment or allegations of sexual harassment must promptly report to the Title IX Coordinator. Any employee who is found to have actual knowledge or notice and to have knowingly, willfully, or intentionally failed to report sexual harassment may be subject to disciplinary action, up to and including termination.

Response to Sexual Harassment

It is BPA’s policy to respond to actual knowledge of sexual harassment in its education programs or activities against a person in the United States in a prompt, supportive, and fair manner that is not deliberately indifferent. Allegations of discrimination, harassment, retaliation, or other inappropriate conduct that do not constitute sexual harassment as defined under Title IX, or allegations of sexual harassment that do not occur within an educational program or activity or do not occur in the United States, will be addressed through other School policies governing discrimination, harassment, retaliation, or other employee or student conduct and discipline as applicable under the circumstances.

Supportive Measures

Supportive measures will be offered to every complainant upon receipt of a report of sexual harassment or allegations of sexual harassment, and with or without the filing of a formal complaint. The Title IX Coordinator will coordinate the effective implementation of supportive measures.

Upon receiving a report or formal complaint of sexual harassment or allegations of sexual harassment, the Title IX Coordinator will promptly contact the complainant to:

- i.offer and discuss reasonably available supportive measures;
- ii.inform the complainant of the availability of supportive measures (with or without the filing of a formal complaint);
- iii.discuss and consider the complainant's wishes regarding supportive measures; and
- iv.explain to the complainant the availability of the grievance process and the process for filing a formal complaint.

The appropriate supportive measures will be evaluated on a case-by-case basis. Supportive measures may include, but are not limited to, the following: counseling; extensions of deadlines or other work or class adjustments; modifications of work or class schedules or locations; escort services; mutual restrictions on contact between the parties; leaves of absence; increased monitoring or security of certain areas of the school; and other similar measures.

The Title IX Coordinator shall document the offer of supportive measures and the supported measures provided to the complainant, or alternatively, the reasons why no supportive measures were provided (e.g., the complainant declined to receive any supportive measures). The School will maintain as confidential any supportive measures provided, to the extent maintaining confidentiality would not impair the School's ability to provide the supportive measures.

Grievance Process (Formal Complaint)

The grievance process will treat complainants and respondents equitably by providing remedies to the complainant where a determination of sexual harassment has been made against the respondent, and by following and completing the grievance process before imposing any disciplinary sanctions or other actions that are not supportive measures against the respondent. In every case, it is presumed the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

Formal complaint

A formal complaint is required to initiate the grievance process to investigate and adjudicate allegations of sexual harassment against a respondent. The School will follow this grievance procedure when a complainant files a formal complaint requesting an investigation, or when the Title IX Coordinator determines an investigation is necessary.

A formal complaint must be in writing, signed by the complainant, and filed with the Title IX Coordinator. A formal complaint may be filed with the Title IX Coordinator in person, or by using the e-mail address or by mail to the office address listed for the Title IX Coordinator. A formal complaint should include the following information to the extent it is known: (i) the complainant's name and contact information; (ii) the name or identity of the respondent; (iii) a description of the nature of the alleged conduct or incident; and (iv) the date, time, and location of the alleged conduct or incident. A formal complaint may be filed in any written form that is signed by the complainant.

The School will respect the complainant's decision with respect to whether or not to file a formal complaint. However, if the Title IX Coordinator determines it is clearly unreasonable for the School not to investigate the reported incident in light of the known circumstances, the Title IX Coordinator should initiate the grievance process by preparing and signing a written formal complaint alleging sexual harassment against a respondent. The Title IX coordinator is not the complainant or otherwise a party in such circumstances (the complainant is the party).

The Title IX Coordinator, in his/her discretion, may consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

Investigators / Decision-Makers / Conflicts of Interest

As soon as practicable, but not more than five (5) days after receiving a formal complaint, the Title IX Coordinator will designate School personnel who have completed the required Title IX training to serve as the investigator and decision-maker in each case. The investigator and decision-maker cannot be the same person or the Title IX Coordinator.

The Title IX Coordinator will consider potential conflicts of interest or bias when designating an investigator, decision-maker, or informal resolution facilitator. A party may notify the Title IX Coordinator in writing if he/she believes an investigator, decision-maker, or informal resolution facilitator has a conflict of interest or bias in a particular case. Conflicts of interest or bias may arise out of, but are not limited to, relationships between the parties (e.g., teacher/student, supervisor/employee, or current or prior personal relationships) or a history of prior conflict.

If the Title IX Coordinator is found to have a conflict of interest or bias, the Principal shall designate another School employee who has completed the required Title IX training to perform the responsibilities of the Title IX Coordinator. If the investigator, decision-maker, or informal resolution facilitator is found to have a conflict of interest or bias, the Title IX Coordinator shall designate another School employee who has completed the required Title IX training to perform the responsibilities of that individual.

Written Notice / Response

As soon as practicable, but not more than five (5) days after receiving a formal complaint, the Title IX Coordinator will provide the following written notice to all the parties who are known:

- (i) notice of the grievance process (including the informal resolution process);
- (ii) notice of the allegations of sexual harassment that includes sufficient details known at the time (including, but not limited to, the identities of the parties involved in the alleged incident, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident);

- (iii) a statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance process;
- (iv) notice that the parties may have an advisor of their choice (who may be, but is not required to be, an attorney employed at the party's own expense), present during any subsequent proceedings;
- (v) notice that the parties (and/or their advisors) may inspect and review evidence (as set forth herein);
- (vi) notice of any provision of the code of conduct that prohibits knowingly making false statements or submitting false information during the grievance process; and
- (vii) the names and contact information for the investigator and the decision-maker.

This notice must be delivered to the parties prior to any meeting, interview, or other investigation proceeding. The Title IX Coordinator may deliver the notice to the parties in person, by certified mail (return receipt requested), or by any other means evidencing delivery and receipt by the party. Within five (5) days after receipt, the respondent may submit a written response to the allegations.

If, in the course of an investigation, the School decides to investigate allegations about the complainant or respondent that were not included in the Title IX Coordinator's written notice, the Title IX Coordinator will provide written notice of the additional allegations to the parties who are known. The School may investigate additional allegations about the complainant or respondent pursuant to any applicable School policies and procedures governing discrimination, harassment, retaliation, or other employee or student conduct and discipline.

Burden of Proof / Evidence

The School will apply the preponderance of the evidence standard to determine responsibility. The burden of proof and of gathering evidence sufficient to reach a determination regarding responsibility rests on the School and not on the parties. All relevant evidence (including both inculpatory and exculpatory evidence) must be objectively evaluated. Credibility determinations may not be based on a person's status as a complainant, respondent, or witness.

The School will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege unless the person holding such privilege has voluntarily waived the privilege in writing. The School will not access, consider, disclose, or otherwise use a party's records that are made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in such capacity, or assisting in that capacity, and which are made and maintained in connection with the provision of treatment to the party, unless the School obtains that party's voluntary, written consent to do so for a grievance process under this section.

No Hearings / Advisors

The School will not provide hearings at any stage of the grievance process.

The parties may have an advisor of their choice present during any stage of the grievance process (provided, however, students cannot serve as advisors in any case). A party's advisor may be, but is not required to be, an attorney. The parties shall be responsible for all costs and expenses associated with their advisors. The School will not provide or pay for any advisors. School employees who serve as advisors must do so during non-school and non-work hours, except when attending meetings, interviews, or other grievance proceedings scheduled during the school day or work hours. All advisors must comply with these policies and procedures, including, but not limited to, confidentiality requirements. Any advisor found to have violated any confidentiality requirements, or to have engaged in retaliation or other inappropriate conduct, may be prohibited from participating in any current or future grievance proceedings. Any employee acting as an advisor who is found to have violated any confidentiality requirements, or to have engaged in retaliation or other inappropriate conduct, may also be subject to disciplinary action consistent with applicable staff conduct and discipline policies.

Timeframes / Extensions

The School will endeavor to complete the grievance process within sixty (60) days.

A party, investigator, decision-maker, or informal resolution facilitator may submit a written request for an extension or delay to the Title IX Coordinator, which must include the reason(s) for the requested extension or delay. The Title IX Coordinator has discretion to allow limited extensions or temporary delays of the established deadlines and timeframes for good cause on a case-by-case basis. A limited extension or temporary delay may be required for good cause to ensure the integrity and thoroughness of the investigation, in response to the unavailability of a party or witness, or for other legitimate reasons (e.g., intervening breaks in the school calendar, the complexity of the investigation, the volume of evidence, or the severity and extent of the alleged misconduct). The Title IX Coordinator shall provide written notice to the parties that sets forth the request, whether it is granted or denied, the length of the extension or delay (if granted), and the reasons for the decision. While requests for extensions or delays may be considered, the School will not unreasonably delay the prompt resolution of a complaint.

Dismissal of Complaint

At any time during the grievance process, the Title IX Coordinator must dismiss a formal complaint with regard to the alleged conduct for purposes of sexual harassment if it is determined:

- (a) the alleged conduct would not constitute sexual harassment as defined under Title IX even if proved;
- (b) the alleged conduct did not occur in the School's education program or activity; or
- (c) the alleged conduct did not occur against a person in the United States.

At any time during the grievance process, the Title IX Coordinator may dismiss a formal complaint or any allegations therein if:

- (a) the complainant notifies the Title IX Coordinator in writing that the complainant would like to withdraw the formal complaint or any allegations therein;

- (b) the respondent is no longer enrolled or employed by the School; or
- (c) specific circumstances prevent the School from gathering evidence sufficient to reach a determination as to the formal complaint or allegations therein.

Upon the dismissal of a formal complaint or any allegations therein, the Title IX Coordinator will promptly and simultaneously send written notice to the parties of the dismissal and the reasons therefor. The dismissal may be appealed as provided herein.

A dismissal will not preclude the School from investigating the alleged conduct under other policies and administrative rules governing discrimination, harassment, retaliation, or other employee or student conduct and discipline as applicable under the circumstances.

Investigation

After the deadline for respondent to submit a written response to the allegations, the Title IX Coordinator will provide the investigator copies of the complaint, any written response, and other documents and information related to the complaint. The investigator will promptly initiate the investigation and will endeavor to complete the investigation within fifteen (15) days. When investigating a formal complaint, the investigator:

- (i) will interview the parties and witnesses, and will gather other evidence related to the allegations of the complaint;
- (ii) will ensure the burden of proof and gathering of evidence rests on the School and not the parties;
- (iii) will provide an equal opportunity for the parties to present witnesses and other inculpatory and exculpatory evidence;
- (iv) will not restrict the ability of either party to discuss the allegations under investigation or gather and present relevant evidence;
- (v) will refrain from requiring, allowing, relying upon, or otherwise using questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege unless the person holding such privilege has voluntarily waived the privilege in writing;
- (vi) will provide the parties with the same opportunities to have others present during interviews, meetings, or other investigation proceedings, including the opportunity to be accompanied by the advisor of their choice (who may be, but is not required to be, an attorney employed at the party's own expense), and will not limit the choice or presence of the advisor for either party; and
- (vii) will provide parties and/or witness whose participation is invited or expected written notice of the date, time, location, participants, and purpose of all investigative interviews, meetings, or other proceedings with sufficient time for the party or witness to prepare to attend and participate.

Upon completing the investigation, but before completing the investigation report, the investigator will provide all parties up to ten (10) days to review and submit a written response to any evidence obtained as part of the investigation that is directly related to the allegations in the formal complaint, including evidence the School does not intend to rely on in reaching a determination

regarding responsibility, and inculpatory and exculpatory evidence, whether obtained from a party or other source. The investigator will consider the parties' responses (if any) prior to completing the investigation report. Within five (5) days after the response deadline, the investigator will complete a final investigation report that fairly summarizes the relevant evidence, including, but not limited to, relevant: dates; allegations; witness statements and other evidence; policies, procedures, and similar authorities; findings of fact, conclusions, and recommendations.

The investigator will provide the final investigation report and evidence to the Title IX Coordinator in an electronic format or a hard copy (as directed by the Title IX Coordinator). The Title IX Coordinator will simultaneously send a copy of the final investigation report to each party and the party's advisor (if any), and will send copies of the investigation report, complaint, and evidence gathered during the investigation to the designated decision-maker.

Determination of Responsibility

The decision-maker is responsible for weighing the relevant evidence and making a determination regarding responsibility. Before making a determination, the decision-maker shall afford the parties up to ten (10) days to review the investigation report and to submit written, relevant questions the party wants asked of any other party or witness. The decision-maker will review the questions and submit relevant questions to the responding party or witness and will determine a reasonably prompt timeframe for the responding party or witness to submit written responses based on the nature and number of the questions submitted. The decision-maker will promptly compile and provide the parties with copies of the written answers to all the questions and allow reasonable time for additional relevant follow-up questions from each party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent. The decision-maker must provide the party proposing the questions with a written explanation of any decision to exclude a question as not relevant. Parties may not challenge the decision-maker's relevancy determinations, except on appeal.

The decision-maker will apply the preponderance of the evidence standard to make a determination regarding responsibility, and will issue a written determination that will include the following:

- (i) identification of the allegations potentially constituting sexual harassment;
- (ii) a description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
- (iii) findings of fact supporting the determination;
- (iv) conclusions regarding the application of the School's applicable code of conduct to the facts; and
- (v) a statement of, and rational for, the result as to each allegation, including a determination of responsibility, whether any disciplinary sanctions will be imposed on the respondent,

and whether remedies designed to restore or preserve equal access to the School's education program or activity will be provided to the complainant.

The decision-maker will provide the final written determination to the Title IX Coordinator. The Title IX Coordinator will send the final written determination to the parties simultaneously, along with information about the procedures and permissible grounds to file an appeal.

If no appeal is timely filed, the written determination of responsibility becomes final as of the date on which an appeal would no longer be considered timely. If a timely appeal is filed, the determination of responsibility becomes final on the date the Title IX Coordinator provides the parties with the written determination of the result of the appeal.

Appeals

A complainant or respondent may file a written appeal with the Title IX coordinator within five (5) days after receipt of the decision maker's final written determination or receipt of a written notice of dismissal of a formal complaint or any allegations therein. The appeal must include a written statement of the grounds for appeal. A party may appeal on the following grounds:

- (i) a procedural irregularity that affected the outcome of the grievance;
- (ii) an erroneous exclusion of questions or evidence based on relevance or other grounds that could affect the outcome of the grievance;
- (iii) new evidence that was not reasonably available at the time the complaint was dismissed or the final determination regarding responsibility was made that could affect the outcome of the grievance; or
- (iv) the Title IX Coordinator, investigator, or decision-maker had a conflict of interest or bias for or against complainants or respondents generally, or for or against the specific complainant or respondent, that affected the outcome of the grievance.

The Principal (or designee) shall serve as the decision-maker on the appeal. The decision-maker on the appeal cannot be the same person as the Title IX Coordinator, the investigator, or the decision-maker who made the initial determination of responsibility.

Within five (5) days after receipt of the appeal, the Title IX Coordinator will simultaneously send the parties written notice of the appeal, including the grounds for the appeal, appeal procedures, and name and contact information of the decision-maker on appeal. Within five (5) days after receipt of the appeal notice, the appealing party may submit a written statement in support of the appeal. Within five (5) days after receipt of the appealing party's written statement (or deadline to submit a written statement), the responding party may submit a written response to the appeal.

The Title IX Coordinator will send the appeal documents, formal complaint, written response to the complaint, investigation report, written determination, and any other relevant materials to the Principal (or designee). Within ten (10) days, the Principal (or designee) will review the record and issue a written appeal determination to the Title IX Coordinator. The Title IX Coordinator will simultaneously send the appeal determination to the parties with notice that the appeal determination constitutes the final decision in the grievance process.

Remedies

If a respondent is found to be responsible for sexual harassment, the School will implement remedies for the complainant. Remedies will be designed to restore or preserve the complainant's equal access to the School's education program or activity. The Title IX Coordinator will be responsible for the effective implementation of any remedies, including, but not limited to, disciplinary actions and supportive measures. Remedies may include, but are not limited to, the same individualized services described as supportive measures; however, remedies need not be non-disciplinary or non-punitive in nature and need not avoid burdening the respondent. Disciplinary or punitive remedies may not be implemented against a respondent until after the written determination becomes final. Employees found to be responsible for sexual harassment may be subject to disciplinary actions, up to and including termination, consistent with applicable employee conduct and discipline policies.

Informal Resolution

After a formal complaint has been filed, and any time prior to issuance of the final written determination of responsibility, the School may facilitate an informal resolution process that does not involve a full investigation and adjudication of the formal complaint. The informal resolution process seeks to facilitate the resolution of a formal complaint by providing the parties an opportunity to voluntarily resolve the formal complaint allegations.

The Title IX Coordinator will evaluate the case to determine if it may be appropriate for informal resolution. Any party may also submit a written request for informal resolution to the Title IX Coordinator. Informal resolution is generally available in those cases where the Title IX Coordinator, based on review of the complaint and available evidence, believes the allegations are appropriate for resolution through an informal process, and all parties voluntarily agree to participate; provided, however, informal resolution is not available and will not be offered in any cases involving allegations that an employee sexually harassed a student.

When the Title IX Coordinator believes the formal complaint is appropriate for informal resolution, he/she will contact the parties to offer the informal resolution option, and will provide the parties with written notice that includes the following information and terms:

- (i) allegations of the formal complaint (if not previously provided);
- (ii) name and contact information of the facilitator (if not the Title IX Coordinator);
- (iii) the facilitator is a neutral whose function is to assist the parties in resolving the allegations, and will not function as a representative or advocate for any party;
- (iv) only the parties and their advisors may participate;
- (v) all parties voluntarily consent to participate;
- (vi) all parties agree to participate in good faith and to work constructively toward a mutually acceptable resolution;
- (vii) the grievance process with respect to the formal complaint will be suspended pending completion of the informal resolution process;

- (viii) at any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process;
- (ix) all communications and information a party shares with the facilitator will be kept confidential and will not be disclosed to the investigator or decision-maker;
- (x) if informal resolution is successful, the facilitator will prepare, and the parties will sign, an agreement specifying the allegations resolved and the agreed actions, which will preclude resuming a formal complaint arising from the same allegations;
- (xi) if informal resolution is not successful as to any or all allegations, the School will resume the grievance process with respect to the formal complaint.

If all the parties agree to participate in the informal resolution process, each party will be required to provide his or her written consent by signing the notice. Upon receipt of the signed agreement from all parties, the Title IX Coordinator will initiate the informal resolution process.

The Title IX Coordinator will serve as the informal resolution facilitator. The Title IX Coordinator will determine the appropriate format and procedures on a case-by-case basis. At any time during the informal resolution process, the facilitator may declare an impasse as to all or any of the allegations, upon which the School will resume the grievance process with respect to the formal complaint allegations that have not been successfully resolved by agreement.

All parties must mutually agree in writing to any informal resolution. The agreement will be binding on the parties. The agreement will be implemented by the Title IX Coordinator.

In order to maintain the integrity of the informal resolution process apart from the formal grievance process, the facilitator will maintain all notes, documents provided by the parties, agreements, and other documents in a separate file that will not be shared with investigators or decision-makers.

Administrative Leave

Based on a report or formal complaint of sexual harassment, the School may place an employee respondent on administrative leave during the pendency of the grievance process.

Confidentiality

The School will make reasonable efforts to safeguard an individual's privacy and protect from disclosure the identity of individuals who make a report or file a formal complaint of sexual harassment, complainants, respondents, and witnesses, except as necessary to carry out its obligations under Title IX, the grievance process, or as may be required by law. Information related to a report or formal complaint of sexual harassment may be shared with School employees who "need to know" in order to assist in the assessment, investigation, and resolution of the report or complaint. The privacy of student education records will be protected in accordance with School policy, the Family Educational Rights and Privacy Act (FERPA), and other applicable privacy laws. Employee records will be protected in accordance with School policy and applicable privacy laws. The disclosure of confidential information in violation of this provision may result in disciplinary action, up to and including termination.

Retaliation

BPA prohibits retaliation against any student, employee, or other person who has made a report, filed a complaint, or participated in any investigation or grievance proceeding concerning alleged sexual harassment. Retaliation includes, but is not limited to, any form of intimidation, threats, coercion, reprisal, or harassment. Any person may report retaliation in person or by mail, telephone, e-mail, using the contact information listed for the Title IX Coordinator, or by any other means that results in the Title IX Coordinator receiving the person's verbal or written report. Any School employee with actual knowledge or notice of retaliation must promptly report to the Title IX Coordinator. Employees found to have engaged in retaliation may be subject to disciplinary action, up to and including termination.

False Reports

Any employee who makes a report or formal complaint of sexual harassment or allegations of sexual harassment that are later found to have been intentionally false or made maliciously without regard for truth may be subject to discipline, up to and including termination. This provision does not apply to reports or formal complaints made in good faith, even if the allegations are not substantiated by subsequent investigation. A determination regarding responsibility alone is not sufficient to conclude any party made a materially false statement in bad faith.

Recordkeeping

The School will maintain for seven (7) years records and documentation concerning sexual harassment reports, formal complaints, investigations, determinations of responsibility, supportive measures, disciplinary sanctions imposed on the respondent, any remedies provided to the complainant, any appeals, and any informal resolution proceedings.

PAYROLL AND BENEFITS

Employment categories and classifications generally define employment status and eligibility for corresponding benefits. Regardless of category or classification, all employment remains "at-will," unless otherwise altered by a duly approved and executed written employment contract.

The compensation for School employees will be generally based on the salary scale adopted by the Board as a guide for determining salaries. In determining each employee's compensation, the School may consider the employee's position, education, experience, certifications and licenses, assigned duties and responsibilities, and other market considerations deemed relevant by the School. The Board will review the salary scale annually and may make adjustments as needed.

Benefits Eligibility

Full-time employees are those who regularly work a minimum of thirty (30) hours per workweek. Full-time employees are generally eligible to participate in all offered employee benefit programs, subject to the terms, conditions, and limitations of each specific benefit program.

Part-time employees are those who regularly work less than thirty (30) hours per week. Part-time employees may be eligible to participate in some, but not all, offered employee benefits programs, subject to the terms, conditions, and limitations of each specific benefit program.

Temporary employees are those who work part-time or full-time on a short-term basis to perform a specific assignment or project and whose employment ends when the specific assignment or project is completed. Temporary employees are not eligible for employee benefit programs.

Each employee's eligibility for participation in an employee benefits program will be determined on a case-by-case basis. It is the employee's responsibility to timely complete and submit all notices of election, applications, and other forms, information, and documentation required from the employee to establish and maintain eligibility and complete enrollment in any benefit programs. All employees will be afforded those employment benefits to which they are entitled by law (e.g., workers compensation).

Payroll Procedures

Employees will be paid on at least a monthly basis. Employees will be paid by direct deposit unless a different form of payment is agreed upon and approved in advance. The School will provide each employee with an itemized statement showing his or her gross pay and the deductions made each pay period.

The School will notify each employee at the time of hiring of the normal hours and wages agreed upon, the time and method of payment, and the deductions to be made from the wages. The School will give an employee written notice of any changes to these terms at least seven (7) days before the changes become effective. Should there be an exception to the regularly scheduled pay date, employees will be notified as soon as possible. The School does not pay employees wages in advance of the regularly scheduled pay date.

The School will make deductions and withholdings from your pay each pay period for federal and state income taxes, Social Security and Medicare (FICA) contributions, and any other deductions or withholdings required by law or court order. The School will also make voluntary deductions or withholdings as authorized by the employee for insurance premiums, retirement contributions, and other benefit programs and services. The School may also make deductions for unpaid leave and as otherwise authorized by law.

The School shall make reasonable efforts to ensure employees receive the correct amount of pay. However, payroll errors may occasionally occur for various reasons such as, but not limited to, processing or reporting errors, untimely submissions, or changes in employment status. It is the employee's responsibility to promptly review his or her pay statements and to promptly report any potential errors to the Principal (or designee). The School will promptly investigate potential payroll errors and notify the employee of its determination. If an underpayment is discovered, the employee will be paid the amount owed. If an overpayment is discovered, the employee must promptly return the overpaid amount. Failure or refusal to promptly return the overpaid amount

may result in disciplinary action, up to and including termination, and/or legal action to collect the overpaid amount.

Overtime

Employees are classified as either exempt or non-exempt for payroll administration purposes, as determined under the Fair Labor Standards Act (FLSA) and other applicable laws. Whether an employee is exempt or non-exempt is determined on a case-by-case basis at the time of hire or a change in employment status.

Exempt employees (as defined by the FLSA) are generally paid on a salary basis for all hours worked and are not eligible for overtime pay. Exempt employees are expected to work as many hours as reasonably necessary to perform their duties, even if work demands require more than forty (40) hours in a given workweek. An exempt employee's salary serves as compensation for all hours worked.

Non-exempt employees (as defined by the FLSA) are generally paid on an hourly basis and are eligible for overtime pay at the rate of one and one-half (1½) times the employee's regular rate of pay for hours worked in excess of forty (40) hours in a given workweek. Overtime compensation is calculated based only on actual hours worked and in accordance with the FLSA and other applicable wage payment laws.

All overtime work must be authorized in advance by the Principal (or designee) based on the operational needs of the School. A non-exempt employee who works overtime without prior approval will be subject to disciplinary action, up to and including termination.

All non-exempt employees must record and submit their attendance and hours worked using the time and attendance system implemented by the School. It is the employee's responsibility to "clock-in" and "clock-out" and to otherwise accurately report actual attendance and hours worked. Non-exempt employees are prohibited from working "off-the-clock." Falsifying or otherwise intentionally misreporting or altering attendance and hours worked will result in disciplinary action, up to and including termination.

Workers' Compensation

The School provides workers' compensation insurance coverage for employees in accordance with the South Carolina Workers' Compensation Law to provide medical and monetary benefits for employees who are injured by accident or become ill or otherwise incapacitated within the course and scope of employment.

Employees are required to immediately report all work-related injuries or illnesses upon occurrence, or as soon as practicable in the case of emergencies or other extraordinary circumstances, to the Principal (or designee) or School nurse. Upon reporting, the employee will receive additional information and documentation from the School and/or its workers' compensation insurance carrier concerning eligibility for and receipt of workers' compensation benefits. An employee's eligibility for and receipt of workers' compensation benefits will be

determined on a case-by-case basis based upon applicable laws, the nature and extent of the injury, and other facts and circumstances. The employee's failure to timely and properly report a work-related injury or illness may result in a delay or denial of workers' compensation benefits.

When an employee is absent from work as a result of accidental injury or illness sustained on the job, any available workers' compensation benefits will be coordinated with available paid leave benefits and unpaid FMLA leave benefits to the extent allowed by applicable laws. An employee may not return to work without a signed physician's return-to-work certificate.

All employees have the right to report work-related injuries or illness. The School prohibits retaliation against any person who makes any report or participates in an investigation or proceeding concerning any workers' compensation claim. An employee who is found to have engaged in retaliatory conduct, or who is found to have willfully or intentionally made a false or fraudulent worker's compensation claim or report, will be subject to disciplinary action, up to and including termination.

COBRA Benefits

The Federal Consolidated Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to temporarily continue health insurance benefits under the School's group plan upon occurrence of the following qualifying events that result in the loss of eligibility:

- a covered employee's job loss (for reasons other than gross misconduct);
- a covered employee's reduction in work hours;
- a covered employee's death;
- a covered employee's divorce or legal separation;
- a covered employee becoming entitled to Medicare; and
- a loss of "dependent child" status under the plan.

The School will notify the plan administrator when the qualifying event is the employee's job loss, reduction in work hours, death, or entitlement to Medicare. It is the employee's responsibility to give notice of a divorce, legal separation, or loss of dependent child status. After receiving notice of a qualifying event, the employee and qualified beneficiaries will be notified of their election rights and procedures for continued coverage. The employee and qualified beneficiaries must pay all fees and costs associated with COBRA continuation coverage. The School will not pay any such costs.

Changes In Personal Information

It is important that employees keep their personal information current for payroll and benefits purposes. It is the employee's responsibility to promptly report any change in name, address, phone number, and other personal information (e.g., marriage; divorce; birth or adoption of a child; additional educational degrees or professional credentials acquired) to the Principal (or designee).

EMPLOYEE CONDUCT

BPA reaffirms one of the oldest beliefs in education: “One of the best methods of instruction is that of setting a good example.” BPA expects all employees to set the kind of example for students that will serve them well in their own conduct and behavior and thereby contribute to an appropriate school environment. Employees should recognize that they are being continuously observed by students and that their actions and demeanor will be reflected in the conduct of students.

Employee Rights and Responsibilities

All employees have a responsibility to make themselves familiar with and comply with BPA’s policies and procedures and federal and state laws that apply to and affect their work. BPA expects all employees to carry out their assigned duties and responsibilities with conscientious concern. The following specific responsibilities are essential to the success of the School’s operations and instructional program and are required of all employees:

1. Faithfulness and promptness in attendance at work;
2. Support and enforcement of School policies and procedures;
3. Diligence in submitting required work promptly at specified times;
4. Care and protection of School property; and
5. Concern and attention towards their own and the School’s legal responsibility for the safety and welfare of students, including the need to ensure students are supervised at all times.

In all interactions with students, employees are expected to exhibit an appropriate and professional demeanor through their manner, dress, courteousness, industry, and attitude in order to establish themselves as role models who influence the development of young people. BPA expects employees to be exemplary role models and to provide exemplary instruction.

The personal life of an employee will be the concern of and warrant the attention of the School only as it may (i) prevent the employee from effectively performing his or her assigned duties; (ii) threaten the health and safety of students and/or staff; (iii) injure, damage, or otherwise negatively affect the School’s reputation and goodwill; (iv) violate federal, state, or local law; (v) violate contractual agreements; or (v) otherwise disrupt the Schools educational mission, instructional program, or operations.

Under South Carolina law, persons entering School property are deemed to have consented to a reasonable search of their person and effects. BPA may at any time conduct reasonable searches of School property (such as, but not limited to, classrooms, offices, work areas, desks, closets, and School computers and devices), and of an employee’s person and personal belongings brought onto School property (such as, but not limited to, vehicles, purses, bookbags, wallets, and satchels), with or without probable cause to the extent allowed by law; provided, however, no School employee may conduct a strip search of any person.

Employee Standards of Conduct

BPA expects all employees to: (i) serve as role models for students by presenting a positive, professional image in their conduct, dress, and interpersonal relationships; (ii) adhere to high standards of professional and ethical conduct in their interactions with students, parents, other employees, and the public; (iii) comply with School policies, procedures, and expectations; and (iv) satisfactorily perform all assigned duties.

The following non-exhaustive list includes some examples of the types of conduct that are considered to be misconduct while on duty on or off School premises:

1. Willfully, intentionally, or knowingly falsifying records or providing false information;
2. Improperly disclosing confidential information concerning the School or any of its students, parents, or employees;
3. Fighting, threatening or violent behavior, or deliberately harming another person;
4. Unethical conduct or conduct that creates a conflict of interest;
5. Stealing, misappropriating, misusing, or damaging School property or the property of any employee, student, or other person;
6. Possessing, consuming, using, selling, distributing, or being under the influence of any controlled substance, illegal drugs, or alcohol;
7. Gross negligence or willful acts resulting in damage to School property, damage to the property of others, or personal injury to others;
8. Insubordination, non-cooperation, or other inappropriate conduct that undermines the administration's or Board's authority, adversely affects staff morale, or otherwise adversely affects or interferes with the education or work environment or School operations;
9. Violation of the School's anti-harassment or anti-discrimination policies;
10. Engaging in any inappropriate relationship or interaction of a sexual nature with a student;
11. Tobacco or vape use on any School grounds or in any School facility or vehicle;
12. Use of profanity or obscene gestures that are inappropriate for a school setting;
13. Using School property without proper authorization; or
14. Excessive absenteeism, tardiness, or otherwise being absent from work without prior notice and proper approval.

In addition to the foregoing examples of misconduct, employees shall not (i) commit or induce or attempt to induce students or others to commit any unlawful acts or wrongful or immoral act that may be harmful to others or bring discredit to the School, or (ii) take any action on behalf of the School which he or she knows or reasonably should know would violate any law, regulation, or policy.

Employees whose actions are determined to constitute misconduct while on duty on or off School premises will be subject to disciplinary action, up to and including termination. Any employee who violates or is believed to have violated the law will be reported to appropriate law enforcement authorities.

Drug-Free Workplace / Substance Abuse

BPA is committed to maintaining a safe and healthy school and work environment. It is BPA's policy that the school and work environment shall be free from the influence of drugs and alcohol. All employees are prohibited from engaging in the following conduct:

1. the unlawful manufacture, sale, distribution, dispensing, possession, consumption, use, or being under the influence of a controlled substance, illegal drugs, or alcohol while on School premises, attending any School-sponsored activity or event (on or off School premises), or performing any work for the School (on or off School premises); and
2. conduct on or off School property which results in a criminal conviction involving a controlled substance or alcohol and which might reasonably be considered: (i) to be an act of moral turpitude; (ii) to injure, damage, or otherwise negatively affect the School's reputation and goodwill; (iii) to prevent the employee from effectively performing his or her duties; (iv) to be an actual or potential risk to the health and safety of students and/or staff; or (v) to otherwise disrupt the School's educational mission, instructional program, or operations.

"Controlled substance" includes: (i) any illegal substance or drug, including, but not limited to, narcotics, hallucinogens, cocaine, marijuana, and any other drug that is not legally obtainable; (ii) any controlled substances, such as, but not limited to, amphetamines and barbiturates, that are used without being prescribed by a licensed physician or that are used in excess of the amount prescribed by a licensed physician; (iii) any legal drugs, including prescription drugs, that are not legally obtained, are not being used as prescribed or for prescribed purposes, or are being used by someone other than the person for whom they were prescribed.

Employees must comply with this policy as a condition of employment. Any employee who is known or believed to be in violation of this policy will be immediately placed on paid administrative leave pending an investigation. Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination. Additionally, the School, in its sole discretion, will determine on a case-by-case basis whether or not the matter should be reported to the appropriate law enforcement authorities.

If a reasonable suspicion arises that an employee is using or under the influence of a controlled substance or alcohol, the Principal may require the employee to submit to a drug and/or alcohol test as permitted by law. In such event, the Principal shall document the specific facts giving rise to reasonable suspicion for the test (e.g., odors, erratic behaviors, slurred or slowed speech). The employee's refusal to submit to a test will be treated as a positive test and will result in disciplinary action, up to and including termination.

An employee arrested for any criminal drug or alcohol offense must notify the Principal of the arrest no later than five (5) days after the arrest and of the resolution no later than five (5) days after the charges are resolved. The Principal, in his or her discretion and on a case-by-case basis, may place an employee on paid administrative leave pending resolution of the charges. An arrest

or conviction may result in disciplinary action, up to and including termination. The School will report convictions to federal and/or state agencies as may be required by law.

Employees are encouraged to seek assistance for substance abuse problems prior to an incident that could result in disciplinary action. BPA will assist and support employees who seek assistance for substance abuse. The Principal, in his or her discretion, and in lieu of or as part of other disciplinary action, may require an employee to successfully complete a School-approved drug and/or alcohol counseling or rehabilitation program as a condition of reinstatement to work. Refusal to attend or failure to successfully complete any required program may result in termination. Upon request by the employee and approval by the Principal, the employee may use accrued and available paid leave benefits while participating in a voluntary or required drug and/or alcohol abuse counseling or rehabilitation program.

This policy does not prohibit employees from the lawful possession and use of prescribed and otherwise legal medications. Referrals and records relating to substance abuse testing and programs will be handled with the same degree of confidentiality as medical records.

Tobacco Free Schools

It is BPA's policy that the school and work environment shall be tobacco and smoke free. All employees are prohibited from using and/or possessing tobacco products and paraphernalia while on School premises or attending any School-sponsored activity or event (on or off School premises). Any employee found to have violated this policy will be subject to disciplinary action, up to and including termination.

Tobacco products and paraphernalia include, but are not limited to, cigarettes, cigars, pipes, smokeless tobacco (e.g., chewing tobacco, dip, snuff), electronic smoking devices or products (e.g., e-cigarettes, e-cigars, e-pipes), vape devices or products (e.g., vape pens, vape liquids or e-liquids, vape cartridges), and any other products derived from tobacco or containing tobacco or nicotine.

Employee Arrests

An employee must notify the Principal of his or her arrest for any reason within five (5) days after the arrest, provide periodic updates regarding the status of any criminal charges, and provide notice of the resolution no later than five (5) days after the charges are resolved. Failure to do so may result in disciplinary action, up to and including termination. The Principal, in his or her discretion and on a case-by-case basis, may place an employee on paid administrative leave pending resolution of the charges or take appropriate employment action at any time with regard to an employee who has been arrested for conduct on or off School property which might reasonably be considered to: (i) be an act of moral turpitude; (ii) injure or negatively affect the School's reputation and goodwill; (iii) prevent the employee from effectively performing his or her duties; (iv) pose an actual or potential risk to the health and safety of students and/or staff; or (v) otherwise disrupt the School's educational mission, instructional program, or operations.

Non-Solicitation / Fundraising

In the interest of preserving a completely professional relationship between employees and those whom they serve, it is BPA's policy to prohibit employees from selling products of any kind for personal profit to students, parents, visitors, or members of the public during school hours or while on School premises or at any School-sponsored event.

BPA prohibits any persons or organizations from soliciting funds from students, parents, or employees, distributing flyers or other materials relating to fund drives or other solicitations, and conducting fund drive or solicitation activities during school hours, on School property, or at any School-sponsored event without prior approval of the Principal or the Board. Employees shall not assume responsibility for the solicitation or collection of any money or funds, distributing flyers or other materials relating to fund drives or other solicitations, or conducting fund drive or other solicitation activities without the prior approval of the Principal or the Board.

All fundraisers must be approved by the Principal or the Board prior to announcement and implementation. The office secretary will keep a calendar of approved fundraisers so they do not conflict. Requests for fundraisers must be made in writing at least two (2) weeks prior to beginning the project and must include the dates and description of the event and the purpose(s) for the funds raised. Fundraisers will only be approved for purposes directly related to improving or enhancing School facilities, educational programs and opportunities, extracurricular programs and events, student clubs and organizations, and other School needs. The employee(s) requesting the fundraiser shall be responsible for organizing and supervising the event and accounting for all funds expended and collected in connection with the event. All money collected, receipts, accountings, and other records must be turned in to the Principal (or designee) each day (unless the Principal approves a different reporting interval). Money should not be kept overnight in a classroom. The sponsor is responsible for safeguarding and accounting for all fundraising money.

Political Activity

In order to maintain an appropriate school and work environment, BPA prohibits the following political activities during school hours or while on School premises or at any School-sponsored event:

- campaigning, promoting, or advocating for a particular political view or opinion of any political party or a candidate for public office;
- distributing or posting any political or campaign materials or paraphernalia;
- collecting or soliciting funds for any political party, candidate, or other political use;
- soliciting for campaign workers; and
- influencing or attempting to influence any student, parent, employee, or other person to support, oppose, or vote for or against any candidate or issue.

However, this policy is not intended to: (i) preclude mock elections, debates, or similar simulated political activities that are intended and conducted as an educational activity and experience; (ii) prohibit or limit employees from participating in Board elections as provided in the bylaws and charter; or (iii) prohibit or limit employees from campaigning for or holding an elected or

appointed public office outside of the School so long as such activities do not conflict with the employee's School duties.

Outside Employment / Conflicts of Interest

BPA expects employment with the School to be your primary job and that you will devote your best efforts and time to the interests of the School. BPA therefore prohibits employees from engaging in any other employment that: (i) conflicts or interferes with the satisfactory performance of their assigned duties and responsibilities for the School; (ii) adversely affects their employment status or professional standing; (iii) compromises or adversely affects the School's reputation and goodwill; (iv) compromises or adversely affects the School's educational mission or operations; or (v) in any other way conflicts with, interferes with or adversely affects their employment with the School. Employees shall not engage in any other employment during the school day or any other times during which they are required or expected to perform School-related duties and responsibilities. If an employee violates this policy, BPA may require the employee to terminate such outside employment as a condition of continued employment with the School.

BPA also prohibits employees from engaging in other activities that conflict with or create the appearance of a conflict with their employment, including, but not limited to:

- using their employment with the School to obtain a financial gain for themselves, a family member, or another person or business with whom they are associated;
- having a direct or indirect financial interest in any activity that conflicts with or raises a reasonable question of conflict with his or her assigned duties and responsibilities;
- engaging in any work or activity where information concerning a customer, client, or employer originates from any information available to him or her through School sources;
- seeking or accepting additional payments of money or other compensation for advice or assistance given in the scope and course of their employment;
- seeking or accepting payments of money or other compensation to influence action (e.g., payments for grades or other preferential treatment of a student);
- using or disclosing names or other information about students, parents, or employees or any other confidential information gained in the course of their employment for personal gain;
- using School property or personnel for personal gain;
- otherwise using their employment or position for personal financial gain in any way; and
- violating any applicable federal or state ethics laws.

BPA also prohibits relationships between employees that result in actual or perceived conflicts of interest. An employee should not be in a supervisory position with another employee who is a relative or with whom there is a special social relationship (e.g., dating). BPA expects employees to take all appropriate actions to disclose, prevent, and/or correct any actual or perceived conflicts of interest. BPA may also take any actions it deems necessary and appropriate under the circumstances to prevent or correct any actual or perceived conflicts of interest. If an employee fails to disclose a conflict, a conflict cannot be prevented or corrected, or the employee fails or

refuses to take action to prevent or correct the conflict, the employee may be subject to disciplinary action, up to and including termination.

Tutoring

To assure all students receive reasonable educational assistance without charge from their own teachers and other educational instructors and to avoid creating conflicts of interest, BPA prohibits employees from receiving additional compensation for tutoring any students in their classes or to whom they otherwise provide educational services as part of their assigned duties and responsibilities. This policy is not intended to prohibit employees from otherwise engaging in and receiving compensation for private tutoring services outside of their School employment, provided: (i) sessions occur outside of school and work hours and off School premises (unless otherwise authorized in advance by the Principal); and (ii) the employee complies with the School's non-school employment and conflicts of interest policies.

CONFIDENTIALITY

Employees may receive or have access to confidential records and information concerning other employees, students, parents, and School operations. BPA expects all employees to strictly adhere to its confidentiality policies and to at all times protect the confidentiality and privacy of employee, student, parent, and other School records and information. If an employee is not sure about the confidential nature of any records or information, he or she must confer with the Principal before disclosing the records or information.

Student Records and Information

BPA will comply with the Family Educational Rights and Privacy Act (FERPA), Individuals with Disabilities Education Act (IDEA), and other applicable federal and state laws governing the confidentiality and privacy of student education records and information.

Parents/legal guardians and eligible students will generally have the right to access the student's records and information. Employees who need a student's records to carry out their assigned duties and who have a legitimate educational interest will have access to the records.

Employees are prohibited from disclosing student records and information to any other person or entity outside the School. Any employee who receives a subpoena, order, or other request from an outside person or entity for student records or information must forward the request to the Principal (or designee) for review and response in accordance with FERPA, IDEA, and other applicable student privacy laws.

Employees are prohibited from discussing or otherwise disclosing a student's educational performance, discipline issues, and other information with or in the presence of other students, parents, other employees, any other persons who do not have a legitimate need to know such information, or in public places. Employees may only share and discuss student records and information with the student, the student's parent or legal guardian, persons or entities for whom the parent or legal guardian have provided written consent, and other School employees when

necessary to carry out their assigned duties and/or when the other employees have a legitimate educational interest in and need for the records or information.

Personnel Records and Information

BPA will comply with applicable federal and state laws governing personnel records and privacy. Employees are prohibited from discussing or otherwise disclosing another employee's compensation, benefits, performance, discipline, medical, and any other employment records and information with or in the presence of students, parents, other employees, any other persons who do not have a legitimate need to know such information, or in public places. Employees may only share and discuss another employee's records and information with other persons when necessary to carry out their assigned duties, when the other person has a legitimate employment-related interest or a need to know such information, and/or when the employee has provided written consent for the disclosure of his or her records or information.

School Records and Information

Employees are prohibited from disclosing any other non-public and confidential School records and information. Any employee who receives a subpoena, order, or request from an outside person or entity to obtain or review School records or information must forward the request to the Principal for review and response in accordance with applicable public records and privacy laws.

EMPLOYEE DRESS CODE

BPA expects employees to project an appropriate and professional image through their dress at work. Employees should present a neat, clean, well-groomed, and business-like appearance at all times during school and work hours. The Principal, in his or her discretion and on a case-by-case basis, may grant exceptions to the dress code under special circumstances, such as, but not limited to, medical accommodations, religious accommodations, spirit days, training or in-service workdays, field days, field trips, or when other school or work conditions, activities, or special events warrant.

The dress code applies to the school day and all school-sponsored activities and events (on and off campus). An employee who is unsure if certain attire is appropriate should confer with the Principal. The Principal, in his or her discretion and on a case-by-case basis, shall make all final decisions concerning compliance with the dress code. A violation of the dress code may result in the employee being sent home to change into attire which adheres to the policy. Repeated violations or refusal to comply with the dress code may result in disciplinary action, up to and including termination.

Instructional and administrative staff are expected to wear apparel that at a minimum equates to "business casual" dress and is appropriate for adults that serve as role models for students. Examples of "business casual" attire include, but are not limited to, the following:

- dress pants, khaki pants, or casual slacks;

- dresses or skirts of appropriate length;
- collared shirts and tops such as button-fronts, polo shirts, blouses, and knit tops (men's shirts should be tucked in at all times);
- blazers, sport coats, sweaters, and turtlenecks; and
- dress or business casual shoes (female employees may wear traditional dress or business casual open-toed shoes and tennis shoes);

Physical education teachers, coaches, custodial staff, and other non-instructional and non-administrative staff may wear clothing that is appropriate for their assigned duties and work environment and that is consistent with this policy, such as appropriate shorts, t-shirts, and tennis shoes.

Employees are prohibited from wearing clothing that is tight, revealing, torn, tattered, or displays inappropriate writing or images that are vulgar, profane, or otherwise inconsistent with the School's policies and educational program. Prohibited types of clothing and accessories include, but may not be limited to, the following examples (except as otherwise provided):

- sheer or see-through clothing of any type;
- shorts, skirts, skorts, and dresses shorter than three (3) inches above the top of the kneecap;
- leggings or tights (unless worn under a skirt or dress);
- shorts (except as approved for special designated days, activities, or work environment);
- t-shirts (except as approved for special designated days, activities, or work environment);
- tank tops, halter tops, crop tops, backless tops, strapless tops, or low-cut tops;
- yoga pants, sweats, and other exercise or athletic wear (except as approved for special designated days, activities, or work environment);
- jeans (except as approved for special designated days, activities, or work environment);
- underwear, fishnet, mesh, or similar articles worn as outerwear or otherwise exposed;
- sunglasses, hats, hoods, headbands, bandanas, and other head gear (prohibited indoors);
- flip-flops, beach shoes, sandals, bedroom shoes, hunting boots, and work boots;
- any clothing, jewelry, or accessory displaying illegal drugs or drug paraphernalia, alcohol products, tobacco or vape products, gang signs or symbols, or any vulgar, obscene, profane, offensive, or otherwise unprofessional or inappropriate language or image;
- any other clothing, shoes, jewelry, or accessories the Principal, in his or her discretion, deems inappropriate for the school environment.

Piercing/Tattoos/Hair Colors

To maintain an environment that promotes a professional, distraction-free, and safe learning environment for all students, faculty and staff members must adhere to the following standards regarding visible body modifications, jewelry, and hair while on school grounds or representing the school at official events:

- **Facial & Oral Piercings:** Small, discreet nose studs are permitted. However, nose rings (hoops), septum piercings, and all other visible facial piercings (e.g., eyebrow, lip, cheek) are strictly prohibited. Tongue piercings and other visible oral jewelry are not allowed, as they can distract from or interfere with clear verbal instruction. Staff members must

remove non-compliant jewelry or utilize clear, flesh-colored plastic spacers during contract hours.

- **Visible Tattoos:** Tattoos must not display images or language that are profane, vulgar, discriminatory, violent, sexually explicit, or otherwise inappropriate for a school environment. If a tattoo contains any such content, it must be completely covered by clothing or a professional sleeve during working hours. The administration reserves the right to require any tattoo to be covered if it is deemed disruptive to the educational process.
- **Hair Colors & Styles:** Hair must be kept neat, clean, and well-groomed. Hair colors must be limited to natural tones only (e.g., blonde, brunette, black, auburn, grey). Unconventional or alternative hair colors—including but not limited to neon shades, bright blues, pinks, purples, or greens—are strictly prohibited.

Administrative Note: The school administration and building principals reserve the right to make the final determination on whether any personal ornamentation, tattoo, or hair color/ style causes a distraction or safety concern in the educational environment.

EMPLOYEE ATTENDANCE AND LEAVE

Punctuality and regular attendance by employees are vital to the efficient and effective operation of the School and its educational program. Excessive absenteeism, tardiness, and early departures can disrupt the educational program and School operations, adversely affect an employee's ability to satisfactorily perform his or her duties and responsibilities, and place an unfair burden on other employees and students. BPA therefore expects employees to be reliable and punctual in reporting for work and School events. BPA has established the following attendance and leave policies and procedures to provide for the School's operational needs while balancing and fostering a high level of employee efficiency and morale.

BPA recognizes that some absences, late arrivals, and early departures are unavoidable. If circumstances require an employee to be absent, arrive late, or depart early, the applicable attendance and leave procedures must be followed. An employee will be deemed absent or tardy when he or she fails to report to work at the assigned or scheduled time or departs during the workday without following the applicable policies and procedures. It is the employee's responsibility to manage his or her attendance and leave in accordance with applicable policies and procedures.

Late Arrival

If an employee cannot avoid being late to work or is unable to work as scheduled, he or she must notify the Principal (or designee) as soon as possible prior to the required reporting time. If the employee is unable to reach the Principal (or designee), the employee may leave a voicemail or message, but he or she must make reasonable efforts to continue to follow-up until he or she has actually made contact with the Principal (or designee). An employee who reports to work late without following the call-in procedures will be deemed tardy. Excessive tardiness may result in disciplinary action, up to and including termination.

Early Departures

Employees must obtain prior approval for early departures from the Principal. All employees will report to the School office prior to departing when it is their intent to leave campus at any time during the school day or scheduled work hours (including during planning time or lunch). Employees must use the School's sign-in-and-out system for accountability purposes when departing and returning to campus during the school day. Except in an emergency, an employee shall not leave campus with students in his or her classroom or otherwise under his or supervision left unattended. It is the employee's responsibility to obtain prior approval for early departure so the School may locate a substitute teacher or other replacement to supervise students during the employee's absence. An employee who fails to follow early departure procedures will be deemed absent and may be subject to disciplinary action, up to and including termination.

Leave Requests

When an employee wishes to take PTO or any other leave (paid or unpaid), the employee must submit a written request and obtain approval in advance from the Principal. The request must include the leave dates. BPA may request documentation in support of any leave request. The School will work to accommodate appropriate leave requests. However, requests can be denied for any reason in accordance with this policy.

Leave requests should be made as far in advance as possible so as not to disrupt continuity of the educational process and School operations. Absent a medical, family, or other emergency (as determined by the School in its discretion), leave requests must be submitted at least five (5) school days or workdays in advance. During the school year, a maximum of three (3) consecutive PTO days may be used at a time, unless otherwise approved by the Principal. Employees should refrain from requesting leave during the first week and last two weeks of the school year, during exams and standardized testing, during scheduled training or professional development, or in conjunction with days already scheduled for School and legal holiday times on the school calendar (e.g., Fall Break, Spring Break, Thanksgiving, and Winter Holidays).

Coverage of Duties

Employees are responsible for ensuring all their assigned duties are covered during an absence for any reason (except in emergencies). Before taking any planned leave of absence, teachers are responsible for ensuring proper arrangements for a substitute teacher have been made and shall notify the Principal (or designee) in writing of such arrangements. All materials and instructions must be completed and available for the substitute teacher and the administration before taking leave.

Return to Work / Unpaid Leave

BPA expects all employees to promptly report to work upon the conclusion of any leave period (paid or unpaid). Employee absences without required approval, in excess of available paid leave days or benefits, or otherwise in violation of this policy will be designated as unpaid leave and will result in a deduction from the employee's pay at his or her current daily rate of compensation for

each day of unexcused absence and may also subject the employee to disciplinary action, up to and including termination.

Paid Time Off (PTO)

Full-time teachers and staff will receive twelve (12) PTO days per school year. PTO days may be used in increments of a full day or half day for personal time off or sick leave. Up to ten (10) PTO days may be carried over each school year, up to a maximum of ninety (90) accumulated PTO days. Any unapproved absences or absences in excess of the employee's accumulated leave entitlements will be designated as unpaid leave. BPA will not pay or otherwise compensate employees for unused PTO days upon the employee's separation of employment for any reason. If applicable, upon separation of employment, BPA will assist in the transfer of unused accumulated PTO days if the new employer accepts them.

Professional Development / Training

BPA recognizes the importance of maintaining, developing, and extending the skills of employees in order to provide a successful educational program for its students. Therefore, the School will include in its budget resources for providing approved in-service activities and staff development programs.

Absent an emergency or other extraordinary circumstances (as determined by the Principal in his or her discretion on a case-by-case basis), attendance at scheduled professional development and training is required unless excused in advance by the Principal. Employees should not schedule personal engagements at times when professional development or training has been scheduled.

Within budget limitations and staff time commitments to their jobs, the Board may authorize professional leave for employees to attend professional development meetings, workshops, or conferences. The employee must submit a written request for prior approval to the Principal, which must include the dates, location, costs, and description of the professional development event. The Board has discretion to approve professional leave based on the school calendar, operational needs, and budget limitations. Paid leave will not be granted if the employee receives compensation for speaking or other services.

Illness / Emergency Leave

In the event of an unplanned absence due to personal illness, emergency, or other extraordinary circumstances, the employee must notify the Principal (or designee) as soon as possible. If the employee is unable to reach the Principal (or designee), the employee may leave a voicemail or message, but he or she must make reasonable efforts to continue to follow-up until he or she has actually made contact with the Principal (or designee). The Principal may authorize the use of PTO or other available paid leave. If the employee has exhausted all paid leave, the Principal may approve leave (or an extension of leave) without pay. Upon return to work, the employee may be required to provide documentation (e.g., physician's statement) to support the leave of absence (whether paid or unpaid). The failure to follow the call-in procedures or provide requested

documentation may result in the absence being designated as unpaid leave and/or may result in disciplinary action, up to and including termination.

Jury Duty / Court Appearances

BPA will grant employees a paid leave of absence when lawfully summoned for jury duty or lawfully subpoenaed or otherwise ordered to appear in their official capacity as a School witness or defendant in a legal proceeding. Employees will not incur any deduction in pay and may retain any juror or witness fee or travel payment they receive. If an employee must appear in court or a legal proceeding for any personal or non-School related reason, he or she must use paid leave benefits or request unpaid leave.

Employees receiving a summons, subpoena, or other court order must promptly notify the Principal (or designee) of the date, time, and reason required to appear and provide a copy of the summons, subpoena, or order. Employees excused early from jury duty or other court or legal proceedings are expected to return to work for any reasonable portion of the remaining workday unless excused by the Principal.

Requests for deferment or rescheduling will be the employee's responsibility. While not required, BPA encourages employees summoned for jury duty during the school year to request deferment or rescheduling to a date that does not conflict with the school term to minimize disruption to School operations.

Military Leave

Employees may have certain rights, benefits, and/or obligations related to service in the uniformed services pursuant to the Uniformed Services Employment and Reemployment Rights Acts ("USERRA") or related state and federal laws. It is BPA's intent to comply with USERRA and other applicable laws with respect to military leaves of absence, continuation of health coverage, reemployment, and other covered matters.

Employees seeking military leave must submit a written request to the Principal (or designee) that includes the expected dates and duration of service and a copy of any orders. Requests should be submitted no later than thirty (30) days in advance of scheduled military duty whenever feasible or as far in advance as reasonably possible upon receipt of military orders. Whenever possible, BPA encourages employees to schedule military training when school is not in session to minimize disruption to School operations.

Bereavement Leave

BPA will grant employees up to a maximum of three (3) days paid bereavement leave for the death of an immediate family member (spouse, parent, step-parent, child, step-child, sibling, step-sibling, grandparent, grandchild, mother-in-law, or father-in-law). Proof of death (e.g., published obituary) may be requested to prevent abuse of this policy. Upon request, the Principal, in his or her discretion and on a case-by-case basis, may authorize the use of available PTO or unpaid leave

to extend bereavement leave beyond three (3) days or to attend the service for someone other than an immediate family member.

Holidays

BPA observes holidays in accordance with the School calendar approved annually by the Board. Employees are paid for observed School holidays that fall during times they are on duty.

FAMILY AND MEDICAL LEAVE ACT

BPA will provide unpaid leave to eligible employees consistent with the Family and Medical Leave Act of 1993 (FMLA). In complying with the FMLA, BPA will adhere to the requirements of the Americans with Disabilities Act (ADA), as well as other applicable federal and state laws.

Your Rights under the FMLA

In accordance with the FMLA, BPA will provide up to twelve (12) weeks of unpaid, job-protected leave to eligible employees for certain family and medical reasons. Employees are eligible for FMLA leave if they have worked for the School for at least twelve (12) months as of the date the requested leave will commence, have worked for at least 1,250 hours during the twelve (12) month period immediately preceding the commencement of the leave, and have qualifying reason for taking FMLA leave. For purposes of FMLA leave, a 12-month period is the School's fiscal year (July 1 through June 30).

Reasons for Taking Leave

An eligible employee may take unpaid FMLA leave for any of the following reasons:

- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, child, or parent, who has a serious health condition;
- for the employee's own serious health condition that makes the employee unable to perform the essential functions of the employee's job;
- because of a qualifying exigency arising out of the fact that your spouse, child, or parent is a covered military member on active duty (or has been notified of an impending call or order to active duty) in support of a contingency operation as a member of the National Guard, Reserves, or retired Regular Armed Forces; or
- to care for your spouse, child, parent, or next of kin who is a covered service member with a serious injury or illness incurred in the line of duty on active duty.

Advance Notice and Medical Certification

BPA requires the employee to provide leave notice and medical certification. BPA may deny or delay the leave until the employee meets the following notice requirements:

- When the FMLA leave is foreseeable, the employee ordinarily must notify the School of his or request for FMLA leave at least thirty (30) days prior to the date leave is to begin.
- If the leave is not foreseeable, the employee must give notice as soon as practicable.

- The School may require the employee to provide medical certification from a health care provider or documentation of a family member's active duty in the armed forces (e.g., military orders or other official communication) to support a request for leave.
- Whenever possible, the employee must make reasonable attempts to consult with the School and schedule leave so as not to disrupt its instructional program and operations.

Job Benefits and Protection

For the duration of the FMLA leave, BPA will maintain the employee's health benefits at the same level and under the same conditions as if the employee continued to work. The employee continues to pay the employee's portion of any insurance benefits. While on paid leave, the employee will continue to have payroll deductions to collect his or her share of the premiums. While on unpaid leave, the employee is responsible for paying his or her share of the premiums. Prior to beginning FMLA leave, the employee must make arrangements with the School to pay the employee's share of any insurance premiums. The employee may lose coverage if he or she fails to make prompt payments of his or her share of the premiums. It is the employee's responsibility to stay in contact with the School to ensure benefits are not canceled.

An employee's use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of the employee's FMLA leave. However, an employee is not entitled to accrue employment benefits during the FMLA leave period.

During FMLA leave, the School may require the employee to provide periodic reports on his or her status and intent to return to work. Upon return to work from FMLA leave, the School will restore the employee to the same or equivalent positions with equivalent pay, benefits, and other employment terms and conditions. Prior to the employee's return to work, the School may require the employee to present a fitness statement from his or her health care provider certifying the employee is able to return to work (with or without restrictions). An employee who fails to report to work after the expiration of his or her FMLA leave without obtaining an approved extension of leave (paid or unpaid) will be subject to termination.

If an employee gives unequivocal notice of intent not to return to work during or at the conclusion of FMLA leave, the School's obligations under FMLA to maintain health benefits (subject to COBRA requirements) and to restore the employee will cease.

Intermittent and Reduced Leave

"Intermittent leave" is leave taken in separate blocks of time due to a single illness or injury.

"Reduced leave" is FMLA leave that reduces the employee's usual number of work hours.

An employee must request intermittent or reduced FMLA leave and provide the reason and the expected dates and duration for the intermittent or reduced leave schedule. The Principal must approve the employee's intermittent or reduced leave schedule in writing. The School may

temporarily reassign the employee to a position with equivalent pay and benefits in order to accommodate the intermittent or reduced leave schedule without disrupting the School's educational program and operations during the intermittent or reduced leave schedule.

Unpaid Leave / Substitution of Paid Leave

FMLA leave is unpaid leave. To the extent allowed by the FMLA, BPA will require employees to substitute all accrued and accumulated paid leave simultaneously with FMLA leave. Paid leave benefits will run concurrently with unpaid FMLA leave as permitted by law. Upon exhaustion of accrued paid leave, the employee may continue to use unpaid FMLA leave.

To the extent allowed by the FMLA, the School will count the time an employee takes workers' compensation leave and/or disability leave as running concurrently with FMLA leave if the injury or disability constitutes a serious health condition within the meaning of the FMLA.

An employee's compensation will be recalculated and adjusted based on the number of days of unpaid FMLA leave the employee has received.

FMLA Leave for Instructional Employees

Special rules may apply to instructional employees who request intermittent leave, reduced schedule leave, or leave near the end of an academic term (semester) in order to help minimize the disruption and burden that FMLA leave imposes on the School while at the same time protecting the rights of teachers and other instructional employees to take leave. "Instructional employees" are employees whose primary function is to teach and instruct students in a class, small group, or individual setting. This includes teachers, coaches, driving instructors, special education assistants and other employees who provide student instruction as their principal job duty. It does not include teacher assistants or aides, counselors, psychologists, curriculum specialists, clerical staff, cafeteria workers, maintenance workers, bus drivers, and other employees who do not provide student instruction as their principal job duty.

If an instructional employee requests intermittent or reduced schedule leave for more than twenty percent (20%) of the total number of working days over the period the leave would extend, then the School may require the employee to (a) take the leave for a period or periods of a particular duration, not greater than the duration of the planned treatment, or (2) transfer temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates recurring periods of leave.

When an instructional employee takes FMLA leave near the end of an academic term:

- If FMLA leave begins more than five-weeks before the end of a term, the School may require the employee to remain on leave until the end of the term if the leave will last at least three (3) weeks and the employee would return to work during the last three (3) weeks of the term.

- If FMLA leave begins during the last five (5) weeks of a term, the School may require the employee to remain on leave until the end of the term if the leave will last more than two (2) weeks and the employee would return to work during the last two (2) weeks of the term.
- If FMLA leave begins during the last three (3) weeks of a term, the School may require the employee to remain on leave until the end of the term if the leave will last more than five (5) working days.

If an instructional employee is required to remain on leave until the end of an academic term, only the period of time during which the employee is actually unable to work will be designated as FMLA leave and charged against the employee's FMLA leave entitlement. The time after which the instructional employee was able to return to work but was asked to remain on leave will not be charged against the employee's FMLA leave entitlement. The School will continue to maintain the employee's health benefits during the required remainder of the leave and will restore the employee to the same or equivalent job in accordance with FMLA requirements.

PAID PARENTAL LEAVE POLICY

The purpose of this policy is to enable eligible school employees to care for and bond with their newborn child, newly adopted child, or newly placed foster child.

Definitions:

“Child” means (i) a newborn biological child, (ii) foster of a child in state custody and under the age of eighteen, or (iii) a child initially legally placed for adoption and under the age of eighteen.

“Eligible school employee” means a school employee occupying all or part of a full-time equivalent (FTE) position. Independent contractors and employees in temporary, temporary grant, time-limited, and all other non-FTE positions are not eligible for PPL.

“Paid parental leave” (PPL) means six weeks or two weeks of paid leave at 100% of the eligible school employee's base pay. PPL does not include any additional pay, such as, but not limited to, overtime, supplements, bonuses, longevity pay, temporary salary adjustments, shift differential pay, on-call pay, call back pay, special or extra duty assignment pay, or market or geographic differential pay. PPL is subject to all withholdings and deductions.

“Parent” and “Co-Parent” means the persons listed as a legal parent in the applicable required documentation (e.g., birth certificate, adoption order) or the foster parent of a child. No child can have more than two parents eligible for PPL.

“Qualifying event” means (i) the birth of a newborn biological child to an eligible school employee or after a co-parent's birth of a newborn child, (ii) fostering a child under the age of 18 in state custody, or (iii) the initial legal placement of a child by adoption. The qualifying event must occur after the eligible school employee's hire date.

Requesting PPL:

Eligible school employees must submit a completed and signed PPL request form to the Principal (or designee) not less than 30 days prior to the qualifying event. If 30 days' notice is not possible, the employee must submit the completed and signed request form as soon as practicable and include an explanation as to why earlier notice was not possible.

In order to receive PPL, eligible school employees must also submit satisfactory documentation of the qualifying event to the Principal (or designee) as soon as practicable but not later than 30 days after the qualifying event occurs. The documentation must verify the date the qualifying event occurred and that the employee is a legal parent or co-parent of the child. Examples of satisfactory documentation include the following: valid birth certificate; physician's statement; court order for custody, foster care, or adoption; valid and lawful foster care or adoption placement agreement.

If the employee fails to provide all required documentation within 30 days of the qualifying event, or if the school at any time determines the employee is not eligible for PPL for any reason, the school may, in its sole discretion, terminate the PPL and require the employee to substitute all other paid leave for the days the employee has been absent from work. If the employee's paid leave is insufficient to cover the days the employee has been absent from work, the employee will be placed on unpaid leave for the days not covered by paid leave.

Any employee who knowingly submits false information or makes any misrepresentation concerning PPL shall be subject to disciplinary action, up to and including termination.

PPL Eligibility and Use:

PPL eligibility determinations are made on a case-by-case basis as of the date of the qualifying event. To be eligible for PPL, the employee must meet all eligibility requirements at the time of the qualifying event. PPL will not be applied retroactively. If the qualifying event occurs before the school's eligibility determination, the employee may commence PPL following the qualifying event subject to receipt of all required documentation and the school's determination.

The amount of PPL available and terms of use depends on the qualifying event and the eligible employee's relationship to the child. Eligible school employees are entitled to PPL as follows:

1. Eligible school employees who give birth to a biological newborn child are entitled to up to six weeks of PPL.
2. Eligible school employees whose co-parent gives birth to a biological newborn child are entitled to up to two weeks of PPL.
3. Eligible school employees who are primarily responsible for furnishing the care and nurture of their child initially placed for legal adoption are entitled to up to six weeks of PPL.
4. Eligible school employees who are not primarily responsible for furnishing the care and nurture of their child initially placed for legal adoption are entitled to up to two weeks of PPL.

5. Eligible school employees who foster a child under the age of 18 in state custody are entitled to up to two weeks of PPL.

No child can have more than two parents eligible for PPL. Only one parent may be designated as the parent primarily responsible for furnishing the care and nurture of their child.

PPL taken for birth or adoption must be taken consecutively. PPL taken for foster care placement may be taken consecutively, or upon prior request and approval from the Principal, may be taken in non-consecutive one-week increments. PPL taken for foster care placement cannot be used in less than one-week increments. Once PPL commences, the eligible school employee must continue leave for the applicable period until the applicable leave is exhausted or the employee chooses to return to work. Any unused PPL remaining when the employee returns to work is forfeited.

PPL shall not be available or used before the qualifying event occurs. PPL can only be used on or after the date the qualifying event occurs. If an employee requires leave before the occurrence of a qualifying event (e.g., due to medical reasons or to fulfill legal obligations), other available leave benefits must be used in accordance with the school's leave policies.

PPL may be taken at any time within the twelve months following the qualifying event. Eligible school employees shall receive no more than one occurrence of six or two weeks of PPL for any twelve-month period, even if more than one qualifying event occurs. Regardless of the qualifying event, the entitlement to PPL expires at the end of the twelve-month period beginning on the date of the qualifying event. PPL shall not accumulate, be carried forward, or donated for subsequent use. Any PPL entitlement remaining at the end of the twelve-month period following the qualifying event or at separation of employment is forfeited. Employees are not paid out for unused PPL.

If both parents work for the school, and both are eligible school employees, PPL for both employees may be taken concurrently, consecutively, or at a different time, subject to all other requirements. However, the number of weeks available to each employee may be different.

School holidays (as determined by the school calendar) will not be counted against PPL entitlement. For purposes of calculating PPL, summer break is not considered a school holiday.

Paid Parental Leave and Other Leave:

Eligible school employees do not have to exhaust all other forms of leave before being eligible to use PPL entitlements. PPL will not deduct from the eligible employee's other accrued leave benefits, if applicable. Eligible school employees will continue to accrue paid leave benefits in accordance with BPA policies while on PPL, if applicable.

PPL shall run concurrently with unpaid FMLA leave and any other unpaid leave to which the eligible school employee may be entitled because of the qualifying event. However, an eligible school employee shall be eligible for PPL even if the employee has exhausted FMLA leave, or is not eligible for FMLA leave, at the time of the qualifying event. If an employee becomes eligible for FMLA while on PPL, the employee must use FMLA leave concurrently with PPL leave.

The required request form and documentation for PPL is separate from and in addition to the documentation required for FMLA leave and other paid or unpaid leaves of absence.

EMPLOYEE GRIEVANCES

Definitions

A “grievance” is a disagreement involving the employee’s work situation in which the employee believes an injustice has occurred due to lack of a policy, unfair policy, deviation from policy, or misapplication of a policy or law that directly affects the aggrieved employee. Issues relating to salary, benefits, evaluation results, and lateral reassignments (no loss of pay) are not grievances covered by this grievance policy. Termination decisions shall be addressed pursuant to the School’s employment and dismissal policies. Complaints of sexual harassment shall be addressed pursuant to the school’s sexual harassment policies.

“Working day” means any day on which the school’s administrative office is open.

Grievance Procedure

BPA encourages employees to attempt to resolve grievances through direct discussions with the other involved parties. For those complaints that cannot be resolved directly, the School will follow this employee grievance procedure for the orderly, efficient, and equitable resolution of disputes. If the grievance involves the Principal, the employee may proceed directly under Step Three.

Grievance proceedings shall be informal and shall remain confidential to the extent possible. It is important that grievances be resolved as quickly as possible. Therefore, the employee’s failure to comply with any procedures and timelines or to attend a scheduled meeting at any stage may be deemed a waiver of the grievance and end the grievance process. The submission of an incomplete grievance shall not stay or extend the employee’s timelines. The employee’s timelines for filing a grievance at any stage may only be extended by filing a written request for an extension with the Principal or Board chair (as applicable) prior to the applicable deadline that demonstrates the employee cannot meet the deadline due to extraordinary circumstances beyond the employee’s control. The Principal or Board chair (as applicable) shall issue a written decision granting or denying the request and, if granted, stating the extended deadline. The Principal or Board chair (as applicable) shall have sole authority and discretion to grant or deny such requests, and his or her decision shall be final. Only those issues timely and properly raised will be considered.

At any stage, the School, in its discretion, may conduct any investigation deemed necessary and appropriate to resolve the employee’s grievance, including, but not limited to, meeting with the employee and any other involved person(s), hearing from other witnesses, and gathering and reviewing relevant documents and other evidence. Any employee’s failure to cooperate with an investigation may be grounds for disciplinary action, up to and including termination. When the School determines it necessary to conduct an investigation, the Principal or Board chair, as appropriate and in his/her discretion, may make reasonable adjustments to the timelines herein to allow for completion of the investigation prior to issuing a decision. The School may at any time employ legal counsel to aid in the investigation and/or resolution of a grievance.

Stage One: Informal Discussion

Except as provided herein, an aggrieved employee must first attempt to resolve the grievance through direct informal discussions with the other person(s) involved in the events giving rise to the grievance. However, if the grievance concerns allegations of discrimination, harassment, bullying, or intimidation, the aggrieved employee shall not be required to initiate informal discussions with the accused person(s) but rather may proceed directly to Step Two.

Stage Two: Principal – Formal Grievance

If the employee cannot resolve the matter directly with the other involved parties, the employee may submit a written grievance to the Principal within ten (10) working days after the event resulting in the grievance. The written grievance must include: (1) a statement of the relevant facts and issues relating to the grievance; (2) references to any applicable policies or laws at issue; (3) any prior actions taken by the employee to attempt to resolve the matter; (4) copies of any relevant documents; (5) the specific relief requested; and (6) a statement of whether or not the employee requests a meeting to discuss the grievance. The Principal will only consider those issues or grounds that are timely and properly presented in the written grievance.

Upon the employee's timely request, or in the Principal's discretion after reviewing the grievance, the Principal will arrange to meet with the employee within five (5) working days after receipt of the written grievance to review and discuss the grievance. The meeting shall be informal and non-adversarial. The Principal shall issue a written decision within ten (10) working days after conclusion of the meeting, or if no meeting is held, within ten (10) working days after receipt of the written grievance. If the Principal in his/her discretion determines additional investigation is needed to resolve the employee's grievance, he/she may make reasonable adjustments to the timelines herein to allow for completion of the investigation prior to issuing a decision.

The Principal may act to resolve the grievance to the extent he/she may do so within the scope of his/her authority to act on such matters. If the Principal determines resolution of the grievance is outside the scope of his/her authority, he/she will forward the grievance to the Board for resolution.

Stage Three: Board of Directors - Appeal

If the Principal's decision does not resolve the grievance to the employee's satisfaction, the employee may submit a written appeal to the Board within five (5) working days after receipt of the Principal's decision. The written appeal must include: (1) a concise statement of the issues or grounds for appeal; (2) a copy of the written grievance; (3) a copy of the Principal's decision; (4) copies of any other relevant documents; and (5) any specific relief requested. The Board will not consider any issues or grounds that were not presented at the prior stage and that are not timely and properly presented in the written appeal. Appeals must be timely delivered to the Board chair or the Principal (who will promptly deliver the appeal to the Board chair).

After receipt of a timely and proper appeal, the Board shall consider the appeal at its next scheduled regular meeting or at a called meeting. The Board in its sole discretion may meet with the employee

and conduct any further investigation it determines is necessary to resolve the grievance. Any meetings will be informal and non-adversarial and will be held in executive session to the extent consistent with the meeting provisions of the South Carolina Freedom of Information Act. Filing an appeal does not guarantee an employee the right to appear before the Board. The Board, in its sole discretion, may decide the appeal with or without meeting with the employee.

The Board shall act on the appeal in open session and will endeavor to issue a written decision within ten (10) working days after taking such action. All decisions of the Board shall be final.

Unencumbered Time

Full-time teachers teaching in grades K-5 and teachers responsible for instructing a special education class for more than twenty percent (20%) of the school day with students who are removed from the general education setting will be provided thirty (30) minutes of unencumbered time during each regular school day. Unencumbered time shall be self-directed without instruction, student supervision, meetings, or other assigned duties and responsibilities.

A teacher's regularly scheduled forty-five (45)-minute planning period may constitute the required unencumbered time, provided that thirty (30)-minute is free from assigned duties and responsibilities. The School is not required to provide an additional thirty (30)-minute period when a teacher's existing planning period satisfies the statutory requirements. Teachers are not guaranteed a particular time, period, or time of day for their unencumbered time. The Principal will schedule unencumbered time based on staffing, scheduling, instructional, and student supervision needs.

The Principal may withhold, reduce, or reschedule a teacher's unencumbered time when it is reasonable and necessary due to extreme or unavoidable circumstances to ensure the safety and welfare of students and staff, such as, but are not limited to, emergency drills, illness, epidemic, pandemic, natural disaster, or other circumstances resulting in an insufficient number of staff and substitute teachers to maintain instruction or supervise students during the school day. Additional compensation will not be offered in place of unencumbered time. Teachers may not leave school during their unencumbered time unless requested and approved by the Principal in accordance with the School's attendance and leave policies and procedures. Eligible teachers who believe their unencumbered time has been improperly withheld or reduced should follow the School's grievance procedure.

eLearning

Belton Preparatory Academy is an SCDE-approved eLearning district and may use up to five (5) eLearning Days during the 2026–2027 school year when school must close unexpectedly due to emergencies such as inclement weather, power or utility outages, or other unforeseen circumstances, including in place of a scheduled make-up day. Families and staff will be notified through the school website, social media, ClassDojo, and/or the student's learning platform as early as possible, typically the evening before or by 6:00 AM. Lessons will be posted by 9:00 AM,

with K–2 assignments available through ClassDojo and/or Google Classroom and grades 3–8 assignments through Google Classroom; special area teachers will also provide activities. Students are expected to actively engage in learning for at least 200 minutes, with BPA planning for approximately 5.5 hours of total learning time, including breaks and independent activities. Teachers will be available for questions from 9:00 AM–12:00 PM and will respond to messages through 3:00 PM. Students who experience power or internet disruptions due to severe weather will have five (5) school days to complete assignments without penalty. School devices, hotspots, and paper packets may be available as needed. Students and families should first attempt basic troubleshooting, such as restarting the device, checking Wi-Fi, clearing the browser cache, updating the browser, and logging back into the learning platform; if problems persist, contact the school at 864-392-1173. Students with IEPs, 504 Plans, or English Learner plans will receive appropriate accommodations and support.

STUDENT MEDICATIONS / HEALTH CARE

Medications

Only the School nurse may dispense or administer medications to students. Employees must refer students requiring medications to the school nurse. Prior to administering prescription medications, the student's parent or legal guardian must submit a written authorization form and a copy of the physician's orders and/or prescription to the School. Employees must report any student suspected of or observed self-administering medications without proper approval to the Principal.

Individual Health Plans

If a student has special health care needs that must be met during the school day, the School will work with the student, parents/legal guardians, and health care provider to develop an appropriate individual health plan (IHP) to guide how the student's health care needs will be met at school. In accordance with an IHP, students may be authorized to self-monitor and self-administer medication as appropriate and prescribed by the student's healthcare provider and with written authorization from the parent/legal guardian. Employees must report to the Principal any student believed to be endangering himself/herself or others while self-monitoring or self-medicating.

Student Illness / Accidents

The School nurse or Principal will notify the student's parents/legal guardians of any illness or injury. If a student becomes sick or is injured at School, the student will be evaluated by the School nurse. The nurse in his or her discretion may contact the parent/legal guardian to pick up the student for their own well-being and the health of other students and staff if the student has vomiting, diarrhea, fever, rash, persistent cough, sore throat, any condition that may be contagious, or any condition that may require further evaluation by a physician. If a student is injured on School property, the accident must be reported to the Principal and School nurse, and an incident report form must be completed. In the event of a serious illness, injury, or medical emergency, employees should call 911 and notify the School nurse and Principal immediately.

Nut-Conscious School/ Allergies-Approving New Allergy Policy at September 14 Board Meeting

In all classrooms and lunch areas, food and beverage sharing is prohibited due to concerns about allergies, illness, and other health-related restrictions to some students' and employees' diets.

BPA is a nut-conscious facility. The Principal (or designee) or School nurse will notify teachers and staff of known student nut allergies as such information is reported to the School. Classrooms with students or staff with known nut allergies will be nut-free, meaning nuts and products containing nuts will not be allowed in the classroom. Parents with students in the classroom will be asked not to send nuts or foods that contain nuts with their students for lunch, snacks, or classroom parties, celebrations, or other activities.

For employees or students with other severe or life-threatening allergies, a classroom may be designated allergen free in consultation with parents/legal guardians, Principal, the School nurse, and other staff as appropriate. In such cases, the classroom teacher and staff will receive training from the School nurse. A letter providing notice of classroom-specific restrictions and protocols for the management of food or other allergens in the classroom will be sent to all families with children in the classroom. BPA will address each known student or employee allergen situation on a case-by-case basis as needed.

Head Lice

If an employee suspects or discovers a student has head lice, the student must be sent to the School nurse immediately. The parent/legal guardian must be notified, and the student must be sent home. Students may not return to the School until successfully treated and free of lice.

MANDATORY REPORTING OF CHILD ABUSE OR NEGLECT

“Child abuse or neglect” occurs when a parent, guardian, or other person responsible for the child’s welfare:

- inflicts or allows to be inflicted upon the child physical or mental injury or engages in acts or omissions which present a substantial risk of physical or mental injury to the child, including injuries sustained as a result of excessive corporal punishment;
- commits or allows to be committed against the child a sexual offense (as defined by state law) or engages in acts or omissions that present a substantial risk that a sexual offense would be committed against the child;
- fails to supply the child with adequate food, clothing, shelter, education, supervision, or health care though financially able to do so or offered financial or other reasonable means to do so and the failure to do so has caused or presents a substantial risk of causing physical or mental injury to the child;
- abandons the child; or
- encourages, condones, or approves the commission of delinquent acts by the child, including, but not limited to, sexual trafficking or exploitation, and the commission of the acts are shown to be the result of the encouragement, condonation, or approval.

Pursuant to the South Carolina Children's Code, the following School employees are considered "mandated reporters" of child abuse or neglect: teachers, principals, assistant principals, counselors, nurses, school attendance officers, and computer technicians. Employees who are "mandated reporters" must report suspected child abuse or neglect when, in their professional capacity, they have received information that gives them reason to believe that a child has been or may be abused or neglected.

Reports must be made to either the Department of Social Services (DSS) or a law enforcement agency in the county where the child resides or is found. Reports of suspected child abuse or neglect may be made orally by telephone or otherwise. Mandated reporters are individually responsible for reporting suspected child abuse or neglect to DSS or law enforcement. Reporting to a co-worker, supervisor, or other person does not satisfy the mandatory reporting requirements if it does not result in a report to DSS or law enforcement. State law provides civil and criminal immunity to mandated reporters provided they have acted in good faith. A mandated reporter who knowingly fails to report suspected child abuse or neglect is guilty of a misdemeanor and, upon conviction, may be fined, imprisoned, or both.

All other School employees who have reason to suspect a child has been or may be abused or neglected are strongly encouraged to report or cause a report to be made as stated above.

All School employees who report suspected child abuse or neglect to DSS or law enforcement must also notify the Principal of such report.

The identity of any employee reporting suspected child abuse or neglect will be kept confidential in accordance with applicable law. The School will not discipline, discriminate, or retaliate against any employee who in good faith reports suspected child abuse or neglect or participates in any investigation or legal proceeding concerning a report of suspected child abuse or neglect.

PERSONNEL FILES

The School will maintain a personnel file on each employee. The Principal is responsible for granting or denying access to personnel files on the basis of this policy.

Each employee has the right to review the contents of his or her personnel file upon written request to the Principal. Upon request, the School will make the personnel file available for review in the School office as soon as practicable. Personnel files may not be removed from the School office.

The School may permit access to an employee's personnel file to the following persons without the employee's consent: (i) the Principal; (ii) appropriate administrative staff for payroll and benefits administration purposes; (iii) administrators involved in the evaluation process; (iv) the Board if its examination relates to the duties and responsibilities of the Board regarding employment or dismissal; and (v) attorneys acting on behalf of the School.

The School will not grant other persons access to an employee's personnel file except under the following circumstances: (i) pursuant to a lawfully issued court order, subpoena, or other legal

process; (ii) when required by law; or (iii) when the employee gives written consent to the Principal specifying the records to be released and to whom they are to be released.

EMPLOYEE REFERENCES

Only the Principal may provide an employment reference or verification response on behalf of the School about any current or former employee. No other person is authorized to provide an employment reference or verification response on behalf of the School. An employee who receives an inquiry or request for an employment reference or verification on behalf of the School shall direct the request to the Principal for response. The School will normally only provide limited information verifying the employee's employment dates and position(s) held.

EMPLOYEE EVALUATIONS

All employees may receive verbal or written on-the-job feedback from the Principal or other administrators. At any time, the Principal may notify an employee of concerns about his or her performance and offer the employee assistance to improve or correct deficiencies, if appropriate. Formal evaluations may be conducted any time there are concerns about an employee's performance. The Principal will inform employees of informal and formal evaluation results.

The Principal (or designee) will conduct periodic informal teacher observations ("walk-throughs") to identify strengths and professional growth targets. Informal discussion about improvement of student work and teacher performance will be ongoing throughout the school year. Teachers will also be evaluated in accordance with and based on the components of the South Carolina System for Assisting, Developing, and Evaluating Professional Teaching (ADEPT) as appropriate.

INSTRUCTIONAL STAFF CERTIFICATION

Each employee is ultimately responsible for obtaining and maintaining all necessary certifications, licenses, permits, and other credentials required for their positions. BPA, when possible, will assist employees with acquiring and renewing their certifications and other credentials.

In accordance with the South Carolina Charter Schools Act, the School may, in its discretion, hire non-certified teachers in a ratio of up to twenty-five percent (25%) of its entire teacher staff.

Instructional staff will provide the School a copy of his or her current valid South Carolina teaching certificate or other credentials, as applicable. If a teacher does not have a valid teaching certificate, he or she will provide a written memorandum to the Principal noting that fact. When a certificate or other credential is renewed, the employee must provide a copy of the renewed certificate or credential to the Principal. Copies will be maintained in the employee's personnel file.

SUBSTITUTE TEACHERS

Substitute teachers serve temporarily in the absence of regular teachers. Substitute teachers are vital and important members of BPA's instructional program. BPA believes that substitute teachers should not merely provide class coverage but must also provide competent, effective instruction.

Therefore, to the greatest extent possible, substitute teachers should possess the education, training, and experience necessary to ensure students receive uninterrupted instruction while their regular teacher is absent from the classroom. Substitute teachers are responsible for assuming and executing the duties of the classroom teacher in accordance with the mission statement of BPA, the policies and rules of BPA, the lesson plans and instructions provided by the classroom teachers, and as otherwise directed by the Principal.

All substitute teacher employment is on an at-will basis. The Principal has authority to add or remove individuals from the substitute teacher list at any time. Substitute teachers are not guaranteed permanent employment with the school. Substitute teachers will be paid at the daily rate of pay established by the Board. Substitute teachers are not eligible for employment benefit programs offered by BPA.

Only the Principal and the Board are authorized to approve and employ substitute teachers. To be eligible, substitute teachers must satisfactorily meet all of the following minimum qualifications:

- Complete BPA's substitute teacher training;
- Provide a copy of your high school diploma, GED, or college degree;
- Provide valid identification verifying you are twenty-one (21) years of age or older;
- Provide a certificate of evaluation for Tuberculosis (TB) from a licensed physician;
- Complete a criminal background check and sex offender registry check;
- Provide copies of your teaching certificate and/or other credentials (if applicable);
- Be available and willing to respond on short notice.

The Principal (or designee) will maintain a list of all qualified substitutes. Teachers shall notify the Principal of the need for a substitute teacher as early as possible. The Principal (or designee) will approve substitute teachers. Whenever possible, the same substitute will be assigned for the duration of the teacher's absence. The Principal is responsible for evaluating the effectiveness of each substitute teacher.

For planned absences, teachers shall provide a "substitute folder" that includes classroom materials and information, such as, but not limited to, daily lesson plans, class roster, classroom rules and procedures, seating charts, daily class schedule, information about any students with special education or health needs or accommodations, and emergency procedures. Teachers shall also email copies of the daily lesson plans to the Principal and Curriculum Coordinator (except in emergencies). For unplanned absences, the teacher will provide as much of this information as reasonably possible under the circumstances, and the Principal and Curriculum Coordinator will assist with additional materials and information as needed.

Substitute teachers may not give tests, introduce new materials, or change lesson plans or curriculum without prior approval from the Principal or Curriculum Coordinator. Teachers shall not give substitute teachers their username and password to access school technology. Substitute teachers will be provided with temporary access to computers and other technology as needed and as approved by the Principal.

Upon arrival, substitute teachers must report to the main office to sign in and receive your assignment and instructions. Substitute teachers have the same duties and responsibilities as the regular teacher. Substitute teachers are expected to follow the regular teacher's materials and instructions as closely as possible. Substitute teachers are also responsible for classroom management, student supervision, and student discipline. You should request assistance from other teachers, the Principal, and the Curriculum Coordinator as needed. Each day, substitute teachers shall leave any collected student work and a brief report informing the teacher of student attendance, classroom instruction and work completed, student discipline problems, and any other issues that may require the teacher's attention upon his or her return.

VOLUNTEERS

BPA encourages the use of parents, guardians, and community volunteers to support learning opportunities for students and promote school-community relations. "Volunteers" are persons who assist in the School or at School events or activities (on or off campus) without compensation or employee benefits of any kind. Volunteers may assist under the supervision and direction of designated School employees.

All volunteers must be approved in advance by the Principal (or designee). Serving as a volunteer is conditional upon a satisfactory background check. Approved volunteers must report to the main office and sign in upon arrival each day and receive a visitors pass, which must be visibly worn and displayed at all times. Volunteers must comply with School rules and policies, shall not have unsupervised contact with students, and shall not have access to confidential student, employee, or other School records or information. Employees must immediately report any inappropriate conduct by a volunteer to the Principal.

EXPENSE REIMBURSEMENT

Subject to annual state approval and allocation of funds and approval by the Board, eligible teachers and staff may receive reimbursement to offset expenses incurred by them for teaching supplies and materials. Recipients shall be required to retain receipts and certify for the School they have received the allocation and have purchased or will purchase teaching supplies and materials during the fiscal year for the amount of the allocation. Upon request, recipients shall submit receipts and/or a list of supplies you purchased to the Principal (or designee). Recipients should retain receipts for three (3) years for audit purposes.

The School will reimburse employees for reasonable expenses incurred to attend approved professional development, training, conferences, and other School business as follows:

- Vehicle travel to and from the event at the current IRS standard mileage rate (for personal automobile use) (excludes personal miles driven).
- Air travel at the most economical rate available (coach or economy class).
- Lodging at the most economical single room rate available.
- Meals, parking fees, transportation fees (e.g., taxis, buses), registration fees, and other business-related expenses at reasonable, actual out-of-pocket cost.

Employees must confer with the Principal before incurring expenses not expressly authorized in this policy. The following are examples of expenses the School will not reimburse: alcohol; tobacco; snacks; books and magazines; room service charges; traffic or parking fines; airline and hotel upgrades; laundry services; recreation and entertainment (e.g., movies, golf); expenses for family members or guests.

To receive reimbursement for eligible expenses, the employee must request and receive advance approval from the Principal or the Board to attend the event and for all travel and lodging accommodations. Reimbursement will not be considered without prior approval. The Principal or the Board, in their discretion, may limit the types and/or total amounts of expenses allowable for reimbursement.

Employees must submit a reimbursement request and detailed receipts for reimbursable expenses to the Principal (or designee) no later than ten (10) workdays after returning from the event. If a request and detailed receipts are not timely submitted, there is no guarantee the employee will be reimbursed. The Principal or the Board, in their sole discretion, may deny reimbursement for expenses that were not authorized, are not properly documented, are excessive or unreasonable, or are otherwise not reasonably related to official School business. Falsifying any expense, receipt, or reimbursement claim will result in disciplinary action, up to and including termination.

PURCHASING / FINANCIAL DISBURSEMENTS

Only the Board, the Principal, and other expressly authorized employees may approve purchases of equipment, supplies, materials, or services for the School. All School purchase orders and purchases require prior approval before the actual expenditure of funds is made. Purchases of goods and services shall be made in accordance with BPA's purchasing and procurement policies, as applicable.

If any equipment, supplies, materials, or services are needed for a class, to perform job duties, or for the School, employees must submit a purchase order request to the Principal (or designee) or the School's procurement officer, as appropriate, for review and approval prior to purchase. If you are directed to make an online purchase or reservation with a vendor that does not provide a quote, place items in the cart, print the screen (with date), and submit for approval prior to payment (this will serve as a quote for federal programs and other approvals). Receipts for approved purchases must be submitted to the Principal or office secretary. Purchases and payments will be processed through the School's procurement procedures. An employee may be personally responsible for payment of any purchase not approved through proper procedures. The School will not reimburse employees for any unauthorized purchases.

Teachers and staff shall not request students or parents to purchase or provide materials or supplies unless the request is approved in advance by the Principal or the Board.

AUDIO-VISUAL / VIDEOS / MOVIES

In order to ensure proper instructional activities are being conducted on a continuing basis, videos (including movies, films, and internet content) will not be shown in a classroom or instructional setting unless from a pre-approved educational source or approved in advance by the Principal (or designee). Teachers must submit a video request form to the Principal (or designee) at least one (1) week in advance. All videos must be age and grade appropriate and must have an academic/educational purpose. Videos will not be shown solely for entertainment purposes, to take a break from teaching, for “reward”, or in place of a regular lesson plan, and should not be a frequent part of classroom instruction.

FIELD TRIPS

“Field trip” means any student learning activity which the School sponsors, approves, and supervises and which requires students to leave School grounds. Regularly scheduled athletic, academic, and extracurricular events are not field trips for purposes of this policy.

BPA supports and encourages learning experiences through field trips that are part of the educational program and enhance the educational experience. The School does not endorse and will not approve field trips without any academic or educational benefit. Field trips must be approved in advance by the Principal or the Board prior to signing any contracts on incurring any expenses. All out-of-state and overnight field trips must be approved by the Board. Financial and contractual commitments should not be made, and permission forms should not be distributed, until after the field trip has been approved.

Each student must provide a signed parental permission form to attend the field trip. A list of all attending students and staff must be provided to the Principal (or designee) prior to the field trip. Students may be asked to pay all or part of the costs of a field trip (provided arrangements are made so students are not denied a field trip experience due solely to inability to pay costs). Students who are suspended or expelled for any reason at the time of the field trip may not participate. Teachers and staff must ensure appropriate educational activities and proper supervision are arranged for any students who do not participate in the field trip for any reason.

The employee(s) requesting the field trip will be responsible for organizing and supervising the field trip subject to oversight and approval of the Principal. Employees may ask parents or legal guardians to serve as chaperones. The number of chaperones must be adequate and appropriate for the size of the group, age of the students, and nature of the activity. Chaperones are subject to background checks prior to participating in the field trip.

Field Trip Eligibility

A student may be denied participation in a field trip if, at the time of the trip, the student:

- Has five or more Level I discipline offenses during the school year.
- Has three or more Level II discipline offenses during the school year.
- Has one or more Level III discipline offenses during the school year.
- Does not have passing grades in all core subjects.
- Has excessive absences or tardies.
- Owes fees for lost or damaged school property or other school-related fees.

- Is otherwise determined to be ineligible by the sponsoring teacher or Principal.

If a student becomes ineligible but has already made payments for the trip, no refund will be issued. The Principal's decision regarding a student's eligibility to participate in a field trip is final.

Students who do not participate in a field trip for any reason will be provided with appropriate educational activities and supervision at school.

Students are expected to follow the Student Code of Conduct during field trips. The School uniform dress code must be worn on field trips unless notified otherwise. Students must ride School transportation to and from the field trip if transportation is provided.

Parents of students participating in a field trip are encouraged to serve as chaperones when needed.. The School will inform chaperones of their responsibilities before each field trip. All chaperones are subject to a background check prior to participating in a field trip and are subject to all School policies and rules applicable to volunteers. Siblings and other family members will not be allowed to attend field trips with chaperones and students. Chaperones may be required to pay any fees or costs associated with their participation.

SCHOOL CLOSINGS / INCLEMENT WEATHER

BPA will generally follow Anderson School District 2 decisions for School closings, delayed starts, and early dismissal due to inclement weather. The Principal is authorized to delay opening, dismiss early, or close the School in the event of inclement weather, power outages, or other conditions or emergencies that threaten the health or safety of students or employees or otherwise make the operation of the School unreasonably difficult or dangerous. Information about delays, early dismissals, and closings will be communicated to employees and families as soon as possible and using various modalities such as, but not limited to, television, radio, social media, and mass alerts via phone call, text message, and/or email.

FOIA / MEDIA RELATIONS

Certain records maintained by the School are public records subject to disclosure in accordance with the South Carolina Freedom of Information Act (FOIA). Any employee who receives a FOIA request for School records from the media or any other person must immediately forward the request to the Principal (or designee) for response in accordance with the FOIA.

It is the School's intent to work with the media in an open and cooperative manner. It may sometimes be necessary for the School to respond to a sensitive situation or issue with an official statement. In such cases, it is important for the School to maintain a clear voice and stance. Therefore, official statements to the press, other media outlets, or the public in general shall be channeled through the Principal, who will work with the Board and other School officials to prepare a statement. Any employee contacted directly by the media, press, or other persons for statements or interviews concerning School matters should refrain from making any statement or agreeing to an interview and refer the request to the Principal for response.

TECHNOLOGY

In an effort to promote learning and expand educational resources for students and employees, the School provides a variety of technology resources for students and staff. "Technology resources" include, but may not be limited to: computers; tablets; networks; routers, servers, and internet systems; printers; fax machines; cellular or mobile phones; telephone systems; email accounts and systems; electronic storage devices; video and camera systems; software; and any other information technology and electronic devices owned, leased, used, or otherwise controlled by the School regardless of the location of the system, device, or user. This policy also applies to the use of any privately owned computers, phones, or other devices used to access the School's technology resources or otherwise used for any School business.

Acceptable Use

The use of the School's technology resources shall only be for School educational and business purposes, shall conform to School technology and security standards, and shall be ethical and comply with all School policies and applicable laws. Prohibited uses of technology resources include, but are not limited to, the following activities:

- Accessing and/or communicating unlawful, threatening, harassing, discriminatory, defamatory, obscene, pornographic, explicit, illicit, or otherwise inappropriate content.
- Any use that interferes with the education or work performance of any other person.
- Downloading, playing, or viewing non-educational games, videos, or programs.
- Downloading, posting, reproducing, or distributing any content in violation of any copyright laws or other applicable laws.
- Accessing, copying, or distributing any confidential information concerning the School, students, parents, employees, or any other person without authorization.
- Any use for commercial, personal, or political purposes.
- Hacking, spamming, phishing, or maliciously creating, installing, or distributing viruses, trojans, spyware, malware, or other damaging programs.
- Accessing, copying, or modifying School files or another person's files without authorization.
- Accessing or using any computer, device, network, or system for the purpose of devising or executing a scheme to defraud, obtaining money or property by means of false or fraudulent pretenses, or committing any other crime.

Copier machines are to be used only by teachers and staff for School purposes. Employees, students, parents, and visitors are not allowed to make copies for personal use. You are responsible for collecting all originals and copies from the machine, and for informing the office secretary when paper, ink, and other supplies are low and need to be ordered and when the copier machine malfunctions. All copies must be in black and white, unless color copies are approved by the Principal (or designee) in advance.

Any improper use of School technology resources or other violations of the School's technology policy will result in revocation of technology privileges and/or disciplinary action, up to and including termination.

Student Use

Teachers and staff are expected to monitor and supervise students' use of technology resources during the school day. Student use of technology resources should conform to the acceptable use standards and any additional standards set forth in the student handbook and other School policies. Teachers and staff should instruct students as to the rules and procedures for acceptable use of technology resources.

Emails

School email accounts and addresses are to be used only for educational and other School business purposes. Personal email accounts should not be used to conduct School business. Employees should not assume their emails are private or confidential. Email accounts and emails stored on School computers, networks, and servers are property of the School and are subject to review and monitoring. Emails may also be subject to disclosure to third parties in response to public records requests, court orders, subpoenas, or as otherwise required by law. Employees should therefore always be mindful and cautious of the purpose, tone, and content of their emails. Matters that are particularly complex, sensitive, or otherwise require a higher level of discretion or confidentiality may warrant discussion by telephone or in-person meeting.

Privacy / Monitoring

All School technology resources, and all communications, data, and information transmitted, received, or stored using School technology resources are the property of BPA. All employees using School technology resources shall have no expectation of privacy in such use. The School reserves the right to monitor an employee's access and use of any technology resources, including, but not limited to, internet activity, emails, and all stored data. By accessing or using the School's technology resources, the employee is deemed to have voluntarily consented to monitoring at any time without prior notice. Any employee possessing a School computer, tablet, phone, or other technology device or resource may be required to produce the device for inspection at any time without prior notice.

Employees should always be mindful that communications and other information relating to their access or use of School technology resources may be subject to disclosure to School administrators for disciplinary purposes, to law enforcement or other government officials as part of an investigation, in response to court orders or subpoenas, in response to public records requests, or as otherwise required by law.

Security

The School expects all employees to use technology resources in a safe and secure manner. The access and use of all School technology resources shall comply with the security protocols and

standards established by the School, including, but not necessarily limited to, the following requirements:

- Computers, phones, tablets, and other devices should only be used by the employee to which the device is issued.
- Usernames and passwords shall not be shared with or disclosed to other persons.
- Hardware, software, applications (“apps”), and other programs must be approved and installed by or in consultation with the School’s information technology staff.
- Users shall not attempt to uninstall or circumvent any filters, firewalls, or other security programs or software.

Employees must promptly report the loss, theft, damage, or misuse of any technology resources to the Principal. An employee who intentionally or negligently causes the loss or damage of any technology resource will be responsible for paying or reimbursing the School the full amount of the repair or replacement costs. An employee who incurs unauthorized or excessive costs in using any technology resource will be responsible for paying or reimbursing the School for all such costs.

NEWS MEDIA AND PUBLIC INQUIRIES

To protect the privacy of students and employees and to ensure that accurate and consistent information is provided to the public, faculty and staff are not authorized to speak on behalf of Belton Preparatory Academy to members of the news media regarding school-related matters.

If a reporter, news outlet, or other media representative contacts an employee regarding an incident, student, employee, investigation, safety matter, or other school-related issue, the employee should:

1. Do not provide information, comments, opinions, confirmation, or speculation, including statements made “off the record.”
2. Do not confirm or deny whether a student or employee is involved in a particular matter.
3. Refer the individual to the Principal for an official response.
4. Notify the Principal promptly of the contact and provide the reporter's name, news organization, contact information, and the nature of the inquiry.
5. Do not share photographs, videos, records, screenshots, emails, text messages, or other school-related information with the media unless specifically authorized to do so.

Employees should use a courteous response such as: “I am not authorized to speak on behalf of the school. Please direct your questions to the Principal.”

These expectations apply to contacts made in person, by telephone, email, text message, social media, or any other form of communication. Employees must continue to comply with all school policies and applicable laws concerning student records, personnel information, confidentiality, and privacy.

Nothing in this policy is intended to prohibit or interfere with an employee's rights under applicable law. This policy addresses communications made or reasonably understood to be made on behalf of the school and the disclosure of confidential or protected school information.

SOCIAL MEDIA

“Social media” includes any form of online communication, publication, or presence that allows for interactive communication and activities, such as, but not limited to, websites, forums, chat rooms, blogs, and social networks. Examples of social media include, but are not limited to, Facebook, Twitter, Instagram, TikTok, YouTube, Snap Chat, Flickr, and LinkedIn.

The School encourages the professional, responsible, and safe use of social media as a means to enhance education and instruction, communicate information about School programs and activities, and otherwise enhance communication within the School community. However, the School recognizes that, due to the public and pervasive nature of social media, the lines between public and private and between professional and personal social media use are sometimes blurred. The School has a legitimate interest in preserving a safe and orderly school and work environment and protecting its goodwill and reputation in the community. Employees should always be mindful that both their professional and personal social media activities reflect on the employee individually and on the entire School, have the potential to disrupt the school and work environment, and can result in violations of School policies and/or applicable laws.

Faculty and staff may repost photos or videos of BPA students that have been officially posted on BPA’s social media accounts. However, they may not personally take, share, or post photos or videos of BPA students or their work on their personal social media accounts.

School-Based Social Media

School-based social media includes social media sites, pages, or accounts created for or related to the School, classrooms, clubs, athletics, and other School organizations and events. School-based social media shall be designed and used to enhance education and instruction and to effectively communicate information about School programs and activities.

School-based social media sites and accounts must be approved in advance by the Principal and must be created by or in consultation with the School’s information technology staff. Based on its intended purpose and audience, a School-based social media site or account may be operated as a limited public forum (e.g., access available to persons outside the School subject to certain limitations) or as a private or non-public forum (e.g., access restricted to a particular class, club, team, or other School group). School-based social media is not intended for and shall not be used as general public forums to convey communications and content for political purposes, solicitation, commercial or business purposes, or any other purposes of a personal nature and unrelated to the School’s educational programs, activities, and operations.

Employees shall use School-based social media outlets only for official educational and School-related purposes. When using School-based social media, employees are expected to adhere to the same conduct standards required in a classroom or other school setting and to comply with

applicable policies and laws, including, but not limited to, those governing conduct, technology use, and confidentiality.

All School-based social media use is subject to the privacy and monitoring provisions of the School's technology policy. The School may suspend or disable any School-based social media site or account due to content or conduct it deems inappropriate, that violates any School policies or laws, or that otherwise disrupts or threatens to disrupt the school or work environment. A violation of this policy may result in the revocation of social media privileges and/or disciplinary action, up to and including termination.

Personal Social Media

Personal social media means any social media used by an employee as a private citizen and not for the School. The School recognizes employees have a right to engage in personal social media activities outside of their employment on their own time and using their personal devices and accounts. However, even in their personal social media activities, employees will often be identified as a School employee. An employee's personal social media activities may become a matter of concern that warrants attention from the School if they have a disruptive or detrimental effect on the employee's job performance, the education or safety of students, the work or safety of other employees, or School operations.

The following guidelines are intended to maintain appropriate boundaries between an employee's personal social media use and professional duties and responsibilities to the School:

- Personal social media activities are not permitted during school and work hours.
- Personal social media sites and accounts shall not be used for official School business.
- School computers, networks, email accounts, passwords, and any other School technology resources shall not be used for personal social media use at any time.
- Personal social media sites, usernames, and accounts cannot use the School's name, logo, or make other representations suggesting the employee is acting in an official capacity for or on behalf of the School. Employees must make it clear that their views and opinions are their own and do not represent the official views or opinions of the School.
- Communicate or publish only appropriate, respectful, and accurate content.
- Employees should not engage in personal or private communications with students using personal social media sites or accounts.
- Employees shall not publish private or confidential information concerning any students, employees, or School business obtained in the course of their employment.
- Employees should not publish any defamatory or disparaging content that damages or threatens to damage the School's goodwill and reputation in the community.
- Employees should not engage in any personal social media activities that would violate any School policies or applicable laws, including, but not limited to, those governing conduct, technology use, and confidentiality.
- Employees should not engage in any personal social media activities that disrupt or threaten to disrupt the education or work environment.

- Personal social media activities should reflect the professional image applicable to the employee's position and should not impair the employee's ability to serve as a role model and to maintain the respect of students, parents, and other employees.

School employees are personally responsible for their social media conduct and activities both on and off duty. Engaging in any social media use or activities that violate School policies or applicable laws may result in disciplinary action, up to and including termination.

CELL PHONES

The School prohibits the use of cell phones for personal calls, texts, emails, or other personal use during: (i) class or instructional time; (ii) School events or activities; (iii) extra-duty or other assignments; (iv) meetings; (v) professional development or training; or (vi) any other times during the school day during which an employee is responsible for supervising or instructing students. Cell phones should be turned off or silenced to avoid disruptions during school and work hours. Employees may use their cell phones before and after school hours, during planning periods, or during breaks, provided such use is reasonable and does not interfere with the employee's duties and responsibilities, interfere with the education or work of others, violate School policies or applicable laws, or otherwise disrupt the school or work environment.

BPA prohibits students from using cell phones and other personal electronic devices and accessories during the school day, unless authorized for classroom use. "Personal electronic device" means any device that is not authorized for school or classroom use by a student that can be utilized for communication and/or to access the internet, wi-fi, cellular telephone signals, or to capture images or video. This includes, but is not limited to, cell phones, smart phones, smart watches, tablets, and gaming devices. "Device accessories" means any wired or wireless accessory or wearable technology that connects to a personal electronic device and any other accessory commonly used in conjunction with a personal electronic device. This includes, but is not limited to, AirPods, earbuds, headphones, speakers, chargers, batteries, and power banks. *(South Carolina Department of Education "Free to Focus" Model Policy Prohibiting the Use of Personal Electronic Devices During the School Day, adopted pursuant to Proviso 1.103 of the South Carolina General Appropriations Act.)*

Students may store their personal electronic devices and device accessories in their bookbags as otherwise directed by the Principal, provided they are turned off (devices may not be stored or used in vibrate or silent mode).

If explicitly required by a student's IHP, IEP, or 504 Plan, the student will be allowed to access and use his/her personal electronic device and device accessories for medically and/or educationally necessary purposes in accordance with the IHP, IEP, or 504 Plan.

If a student violates these rules, and if such violation causes distractions or disruptions, the teacher or Principal (or designee) may confiscate the student's device and/or accessories for the remainder of the class or the school day. Students violating this policy may also be subject to discipline in accordance with applicable student discipline policies.

Visitors

Only authorized visitors are permitted on School property and at School events and activities (on or off School property). Employees shall not open doors, prop doors open, or otherwise provide access to any person who has not signed in through the front office and received a visibly displayed visitor's pass.

All visitors (including parents and family members) must enter through the main office, present a valid picture identification (e.g., valid driver's license), follow the established sign-in/sign-out procedures, and receive a visitor's pass before accessing other areas of the building or grounds. Visitors must return visitor passes to the main office and sign out before leaving the campus.

All visitors are at all times required to visibly display their visitor's pass, adhere to School rules and policies, and refrain from any conduct that disrupts or interferes with the educational environment or School operations. Employees must immediately stop and report to the SRO or the Principal any person who is not displaying a visitor's badge or is engaging in inappropriate conduct. Unauthorized visitors or visitors engaging in inappropriate conduct will be required to leave the premises and may be reported to law enforcement. All visitors are subject to reasonable searches of their person and property to the extent allowed by law.

At the Principal's discretion parents, guardians, and other visitors invited to attend School programs and events open to the entire School or general public may be allowed to enter without signing in at the front office and displaying a visitor's pass.

This policy applies to an employee's family members and other invited guests who visit the School. Employees are responsible for the conduct and behavior of their family members and invited guests.

Access to Students / Student Dismissal

Early or irregular dismissals will only be authorized when requested by the student's parent or legal guardian in person or in writing. The School will only release or allow access to students to the parents, legal guardians, and those persons specifically authorized by the parents or legal guardians in writing. Before being allowed custody of a student, a person other than the student's parent or legal guardian must show a valid picture identification (e.g., valid driver's license), and must be authorized in writing by the parent or legal guardian to pick up or remove the student from School. If the person does not provide valid identification and/or is not properly authorized, the person will be denied entrance to the School and access to the student unless and until the School is able to contact the student's parent or legal guardian to verify the person's identity and authorization to pick up or remove the student. If the person objects, the Principal, and if necessary, the SRO should be contacted to handle the situation.

Whistleblower and Non-Retaliation Policy

Belton Preparatory Academy is committed to conducting its operations ethically, lawfully, and with accountability. Employees are encouraged to report, in good faith, suspected illegal, fraudulent, unethical, or other serious misconduct without fear of retaliation.

Reportable Concerns

Employees should promptly report concerns involving suspected:

- Fraud, theft, embezzlement, or misuse of school funds, property, or resources;
- Violations of federal, state, or local law;
- Falsification or improper alteration of financial, student, personnel, or other official records;
- Serious violations of school policies or ethical standards;
- Conduct that creates a significant threat to the health or safety of students, employees, or others;
- Improper destruction, concealment, or withholding of records;
- Efforts to conceal misconduct or direct another person not to report misconduct; or
- Retaliation against an individual for making a good-faith report or participating in an investigation.

How to Report a Concern

Employees should ordinarily report concerns to the Principal. If the concern involves the Executive Director, or the employee reasonably believes reporting the matter to the Principal would be inappropriate, the concern should be reported to the Chair of the Board of Directors.

Reports should include as much factual information as reasonably possible so the concern can be appropriately reviewed. Employees are encouraged to identify themselves to assist with follow-up and investigation; however, concerns may be reported confidentially to the extent permitted by law and circumstances.

Nothing in this policy prevents an employee from making a report to an appropriate governmental, regulatory, or law-enforcement agency or from exercising any right protected by applicable law.

Good-Faith Reporting

Employees are expected to make reports in good faith and to have a reasonable basis for believing the information reported may indicate misconduct. An employee will not be disciplined merely because a good-faith concern is ultimately determined to be unsubstantiated.

Knowingly making a false allegation, deliberately providing false information, or making a report for the purpose of harassment or personal retaliation may result in disciplinary action.

No Retaliation

Belton Preparatory Academy strictly prohibits retaliation against any employee who, in good faith:

- Reports suspected misconduct;
- Raises a concern or asks a question regarding potentially improper conduct;
- Cooperates with or provides information during an investigation; or
- Exercises a right protected by applicable whistleblower or other law.

Prohibited retaliation may include termination, demotion, reduction in pay or hours, threats, intimidation, harassment, or other adverse action taken because of an individual's protected report or participation.

Any employee who believes retaliation has occurred should immediately report the concern to the Executive Director or, when appropriate, the Chair of the Board of Directors. Individuals who engage in prohibited retaliation may be subject to disciplinary action, up to and including termination.

Investigation and Confidentiality

Reports will be reviewed promptly and handled as confidentially as reasonably possible, consistent with the need to conduct a thorough investigation, take appropriate corrective action, and comply with applicable law.

Employees are expected to cooperate honestly with authorized investigations. Appropriate corrective or disciplinary action may be taken when an investigation establishes misconduct.

Relationship to Other Reporting Obligations

This policy does not replace an employee's responsibility to follow other required reporting procedures. Suspected child abuse or neglect, Title IX concerns, discrimination or harassment complaints, threats to school safety, and other matters subject to specific reporting requirements must be reported in accordance with applicable law and the school's applicable policies and procedures.

Nothing in this policy is intended to restrict any legally protected employee activity or prohibit an employee from communicating with, filing a complaint with, or participating in an investigation conducted by a governmental or regulatory agency.

<u>Amended</u>	<u>Grading</u>	<u>Policy</u>
Belton Preparatory Academy (BPA) is committed to maintaining a fair, accurate, and standards-based grading system that reflects each student's demonstrated level of achievement and mastery of course and grade-level standards.		

BPA's grading practices shall comply with applicable South Carolina law, including **S.C. Code Ann. § 59-29-250(A) and § 59-29-250(D)**.

1. Grades Must Reflect Actual Student Performance

BPA does not require or permit a school-wide grading policy, rule, or practice that mandates a minimum grade or score that disregards a student's actual academic performance. Teachers shall assign grades based on the student's demonstrated performance, achievement, and mastery of the applicable standards and course expectations. The school will not require a teacher to assign a predetermined minimum grade regardless of the student's actual performance. Nothing in this policy prohibits an individual teacher, exercising independent professional judgment, from:

- Using a grading curve;
- Providing bonus or extra-credit points;
- Adjusting grading practices based on the teacher's instructional judgment; or
- Employing other lawful grading practices that are based on the individual teacher's professional judgment.

Any such practice must be the individual teacher's decision and may not be required or imposed by the school through force, threat, pressure, or other means.

2. Formative Assessments and Final Grades

Formative assessments are used primarily to monitor student learning, provide feedback, identify instructional needs, and guide future instruction. **Formative assessments shall not be included in the calculation of a student's final grade**, except as permitted by South Carolina law. A formative assessment may be used in calculating a student's final grade only when one of the following conditions applies:

1. **The assessment is an end-of-course evaluation; or**
2. **The teacher had access to the formative assessment before it was administered, or the teacher created the assessment, and the material assessed pertains exclusively to content that was previously taught in that course.**

Teachers should distinguish between assessments used primarily for instructional feedback and assessments used to measure student achievement for grading purposes.

3. Summative Assessments and Graded Work

Teachers may use appropriate summative assessments and other graded assignments to determine student achievement and calculate grades.

Examples may include:

- Unit or chapter assessments;
- Tests and quizzes that meet the requirements of applicable law;
- Projects and performance tasks;
- Written assignments;
- Essays and other constructed responses;
- Presentations;
- Laboratory or hands-on assignments; and
- Other assignments designed to measure mastery of previously taught content.

Grades should be based on sufficient and appropriate evidence of student learning and should accurately communicate the student's level of achievement.

4. Teacher Professional Judgment

Teachers are responsible for using professional judgment when determining grades within the requirements of this policy and applicable law.

Teachers shall ensure that grades:

- Reflect the student's actual academic performance;
- Are based on content and standards that have been taught;
- Are supported by appropriate evidence of student learning;
- Are calculated consistently with the school's approved grading procedures; and
- Comply with applicable South Carolina statutes and regulations.

No administrator or other school employee shall direct, pressure, threaten, or otherwise require a teacher to assign a particular minimum grade that does not reflect the student's actual performance.

5. Grade Reporting

BPA will communicate student grades to parents and guardians through the school's designated student information system and reporting procedures. Grades are intended to provide an accurate representation of a student's academic achievement and progress toward mastery of applicable standards. Teachers and administrators may review grades and grading practices to ensure compliance with this policy and applicable law. Such review shall not be used to require teachers to assign grades that do not reflect actual student performance.

6. Compliance With South Carolina Law

This policy shall be interpreted and implemented consistently with **S.C. Code Ann. § 59-29-250(A) and § 59-29-250(D)** and any subsequent amendments, regulations, or official guidance applicable to charter schools. If any provision of this policy conflicts with applicable South Carolina law, the law shall control, and the conflicting provision shall be revised as necessary.

7. Policy Amendment

This amended grading policy supersedes any prior BPA grading policy, handbook language, administrative procedure, or practice that conflicts with the requirements contained herein. The Principal is responsible for communicating this policy to faculty and staff and ensuring that school grading practices remain consistent with applicable law.

Conflict of Interest Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 07/01/2018

POLICY

The purpose of the Conflict of Interest Policy is to establish the basic structure for ethical conduct and avoidance of conflicts of interest on the part of Belton Preparatory Academy employees, officers, and agents (collectively referred to as “employees”) and its Board members. The Policy also outlines standards of conduct governing the actions of Belton Preparatory Academy employees engaged in the selection, award, and administration of contracts, in accordance with 2 C.F.R. § 200.318(c)(1).

Belton Preparatory Academy employees will not engage in any activity that conflicts or raises a reasonable question of conflict with their responsibilities at Belton Preparatory Academy. This includes using information, data, or Belton Preparatory Academy resources for any purpose outside the employees’ institutional responsibilities. In addition, employees are not permitted to sell instructional supplies or equipment (including reference books) within communities served or schools authorized by Belton Preparatory Academy. In accordance with the Federal Education Rights to Privacy Act (FERPA) and other applicable privacy laws, employees are not permitted to furnish the names of students or parents/legal guardians to any vendors or individuals unless an allowable exclusion applies.

In an effort to minimize conflicts of interest that may arise under S.C. Code Ann. Title 8, Ethical Conduct of Public Officials and Employees, and to serve the best interests of Belton Preparatory Academy, family members of any current Board member or Belton Preparatory Academy staff are not eligible for employment with Belton Preparatory Academy. For the purposes of this Policy, “family member” is defined in the Procedures section below.

The Superintendent and the Director, with documented joint agreement, are empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors. For the purposes of this Policy, “non-material” modifications are defined as minor modifications that do not change the substance of such document in any material respect.

PROCEDURES

All Belton Preparatory Academy employees are under the jurisdiction of S.C. Code Ann. Title 8, Ethical Conduct of Public Officials and Employees, and are subject to the rules of conduct of the statute, incorporated herein. Such rules include the following:

Section 8-13-750. No Board member or Belton Preparatory Academy employee may cause the employment, appointment, promotion, transfer, or advancement of a family member to a state or local office or position in which the Board member or Belton Preparatory Academy employee supervises or manages. Similarly, no Board member or Belton Preparatory Academy employee may participate in an action related to the discipline of a family member of a Board member or Belton Preparatory Academy employee.

“Family member” includes the Board member’s or employee’s spouse, parent, brother, sister, child, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law,

grandparent, or grandchild. Any individual claimed by a Board member or employee or their spouse as a dependent for income tax purposes is also considered a “family member” under this policy.

Section 8-13-705. A Belton Preparatory Academy employee or Board member may not, directly or indirectly, knowingly ask, demand, exact, solicit, seek, accept, assign, receive, or agree to receive anything of value (defined below) for himself/herself or for another person in return for being:

- Influenced in the discharge of his/her official responsibilities;
- Influenced to commit, aid in committing, collude in, allow fraud, or make an opportunity for the commission of fraud on a government entity; or
- Induced to perform or fail to perform an act in violation of his/her official responsibility.

Section 8-13-100. “Anything of value” is defined as (i) a pecuniary item, including money, a bank bill, or a bank note; (ii) a promissory note, bill of exchange, an order, a draft, warrant, check, or bond given for the payment of money; (iii) a contract, agreement, promise, or other obligation for an advance, a conveyance, forgiveness of indebtedness, deposit, distribution, loan, payment, gift, pledge, or transfer of money; (iv) a stock, bond, note, or other investment interest in an entity; (v) a receipt given for the payment of money or other property; (vi) a chose-in-action; (vii) a gift, tangible good, chattel, or an interest in a gift, tangible good, or chattel; (viii) a loan or forgiveness of indebtedness; (ix) a work of art, an antique, or a collectible; (x) an automobile or other means of personal transportation; (xi) real property or an interest in real property, including title to realty, a fee simple or partial interest in realty including present, future, contingent, or vested interests in realty, a leasehold interest, or other beneficial interest in realty; (xii) an honorarium or compensation for services; (xiii) a promise or offer of employment; (xiv) any other item that is of pecuniary or compensatory worth to a person.

“Anything of value” does not mean:

- Printed informational or promotional material, not to exceed \$10 in monetary value;
- Items of nominal value, not to exceed \$10, containing or displaying promotional material;
- A personalized plaque or trophy with a value that does not exceed \$150;
- Educational material of nominal value directly related to a Belton Preparatory Academy employee's official responsibilities;
- An honorary degree bestowed upon a Belton Preparatory Academy employee by a public or private university or college; or
- Promotional or marketing items offered to the general public on the same terms as the Belton Preparatory Academy employee.

Section 8-13-715. A Belton Preparatory Academy employee or Board member acting in an official capacity may not receive anything of value for speaking before a public or private group. However, a Belton Preparatory Academy employee is not prohibited from accepting a meal provided in conjunction with a speaking engagement where all participants are entitled to the same meal and the meal is incidental to the speaking engagement.

Section 8-13-700. A Belton Preparatory Academy employee or Board member may not knowingly use his/her official office, membership, or employment to obtain an economic interest for himself/herself, a member of his/her immediate family, or an individual or business associate. If the employee is required to make a decision or take an action that benefits the aforementioned, he/she must prepare a written statement describing the matter and the nature of the potential conflict of interest and submit it to his/her superior, who will assign the matter to another employee.

Section 8-13-725. A Belton Preparatory Academy employee or Board member may not use or disclose confidential information gained in the course of or by reason of his/her official responsibilities in a way that would affect an economic interest held by him/her, a member of his/her immediate family, an individual with whom he/she is associated, or a business with which he/she is associated.

Section 8-13-720. A Belton Preparatory Academy employee or Board member may not solicit or receive money in addition to that received in his/her official capacity for advice or assistance given in the course of his/her employment as a Belton Preparatory Academy employee or Board member.

Section 8-13-765. A Belton Preparatory Academy employee or Board member may not use governmental personnel, equipment, or materials in an election campaign.

Section 8-13-730. A Belton Preparatory Academy employee or Board member may not serve as a member or employee of a government regulatory commission that regulates any business with which the employee is associated.

Section 8-13-740. A Belton Preparatory Academy employee or Board member may not represent another person before a governmental entity.

Section 8-13-710. Any Chief Administrative Official, Deputy or Assistant of a Division, Chief Financial Official, or Chief Purchasing Official who receives, accepts, or takes, directly or indirectly, from a person, anything of value worth twenty-five dollars or more in a day and anything of value worth two hundred dollars or more in the aggregate in a calendar year must report the item of value on his/her statement of economic interests.

Conflicts of Interest in Federal Procurement Procedures

No Belton Preparatory Academy employee or Board member may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee or Board member, any member of his or her immediate family (as defined in “family member” above), his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

Employees and Board members may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts unless the gift is an unsolicited item of nominal value.

Upon discovery of any potential conflict, Belton Preparatory Academy will disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy. Belton Preparatory Academy will also disclose in writing to the federal awarding agency or pass-through entity any violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award.

Section 8-13-760. A Belton Preparatory Academy employee or Board member who is participating directly in procurement, as defined in Section 11-35-310(22), may not resign and accept employment with a person contracting with the governmental body if the contract falls or would fall under the employee's or Board member's official responsibilities.

Approved prior to 07/01/2018

Modified 8/19/2020

Modified 1/19/2022

Credit Card Usage Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 07/01/2018

POLICY

The purpose of this policy is to establish the basic structure for the use of Belton Preparatory Academy credit cards under the direction of the Board of Directors of Belton Preparatory Academy. The Superintendent and the Director, with joint agreement, are empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors.

The Belton Preparatory Academy Board recognizes the value of credit cards as an efficient method of payment and recordkeeping for certain expenses. The Board, therefore, authorizes the use of credit cards to provide a convenient and efficient means of purchasing goods and services from vendors.

- The Board affirms that credit cards shall only be used in connection with Board-approved or Belton Preparatory Academy-related activities. Only expenses that are for the benefit of Belton Preparatory Academy and serve a valid and proper public purpose shall be paid by credit card.
- Under no circumstances shall credit cards be used for personal purchases or the purchase of alcoholic beverages, regardless of whether such beverages are purchased in connection with a meal.

Any use of a credit card that violates Board policy, procedures, or State statute shall result in disciplinary action up to and including termination, personal responsibility for any and all charges, including finance charges and fees assessed in connection with late payment resulting from such use, and/or possible referral to law enforcement authorities for prosecution.

The Board directs the CEO to determine and specify those employees authorized to use credit cards. The CEO shall be responsible for providing direction to and supervising such employees' use of credit cards.

If credit cards are issued, they should be assigned to designated employees and used only for Belton Preparatory Academy-related expenditures. All charges must be supported by invoices to be eligible for payment by Belton Preparatory Academy.

Monthly credit card statements must be reconciled and approved by the Director and the CEO.

PROCEDURES

Credit Card Usage

Belton Preparatory Academy credit cards are to be used for Belton Preparatory Academy purchases only. No personal use of Belton Preparatory Academy credit cards is permitted under any circumstances.

Prohibited Purchases

- No personal purchases of any kind. Personal purchases are defined as purchases of goods intended for non-work-related use or use other than official Belton Preparatory Academy business.
- Cash advances, including use of the card or card number at Automated Teller Machines (ATMs), inside bank branches, or at cash advance, quasi-cash, and money transfer locations such as Western Union, Telecheck, etc.
- Gift certificates/cards, stored-value cards, calling cards, prepaid cards, or similar products.
- Alcoholic beverages.
- Tobacco products.
- Consultant and contractor services.

Limitations

- Employees shall not use a Belton Preparatory Academy credit card for any single transaction exceeding **\$1,000**, with an exception for travel. Please refer to the Travel section. The monthly limit per card will be determined by Administration and may be adjusted based on demonstrated need.
 - Any expenditures exceeding \$1,000 must be purchased through the Finance Office.

- Splitting a single transaction into several transactions to avoid prescribed spending limits is specifically forbidden.
- When returning or exchanging items purchased with a Belton Preparatory Academy credit card, the cardholder may not receive cash back. Any credit balance resulting from a return or exchange must be applied to the Belton Preparatory Academy credit card account.

Security

Cardholders should always treat a Belton Preparatory Academy credit card with at least the same level of care as they would their personal credit card. The card should be maintained in a secure location, and the card account number should be carefully guarded.

The assigned cardholder shall ensure that all credit card purchases are made in accordance with Belton Preparatory Academy's credit card procedures and that credit cards are properly issued and secured.

The cardholder must report a lost or stolen card to American Express (24 hours a day, seven days a week) within 24 hours. The cardholder must also notify the Finance Department, which will follow up with American Express to ensure that the account has been closed.

Training/Meeting Credit Card Usage

All snacks and/or meals for Belton Preparatory Academy trainings or meetings will be purchased by the Executive Assistant or designee using the assigned Belton Preparatory Academy credit card. The individual conducting the meeting is required to provide the Executive Assistant or designee with an appropriate list of items needed, along with the number of attendees expected, one week prior to the event.

Travel Credit Card Usage

When travel has been approved in compliance with procedure, an employee may charge the following travel-related transactions to a Belton Preparatory Academy credit card:

- Registration
- Airline ticket
- Hotel
- Parking
- Taxi/Shuttle
- Vehicle escort services
- Rental car, if feasible

Meals and mileage shall be claimed as per diem expenses and filed on a Travel Expense Form.

Exceptions for meals shall be at the discretion of the Director and CEO, and written approval must be attached to the receipt.

Gratuities

Belton Preparatory Academy may occasionally purchase meals for team members in alignment with the Belton Preparatory Academy Travel and Meal Policy. Such expenses may be paid with a Belton Preparatory Academy credit card. Gratuities may not exceed **18% of the cost of the meal**.

Reconciliation and Approval of Billing

The Finance Office will print a monthly statement for each cardholder. Each cardholder must review the statement and provide all receipts associated with the charges. After review, the cardholder must approve the statement with their signature and forward it to the Finance Office for payment no later than **five business days** after receiving the statement.

Financial Management Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance
EFFECTIVE DATE: 07/01/2019

POLICY

Belton Preparatory Academy maintains a financial management system that includes fiscal control and fund accounting procedures to ensure proper disbursement of and accounting for all Belton Preparatory Academy funds.

PROCEDURES

Responsibility of the Finance Office

The Finance Office is responsible for the following to ensure that best practices and procedures are met:

- Maintains files on all purchase orders for Belton Preparatory Academy.
- Enters all accounts payable information into the Belton Preparatory Academy accounting software.
- Writes all checks for the Institute, including special services, and maintains all information in the Belton Preparatory Academy accounting software.
- Provides expenditure records monthly.
- Maintains accurate account ledgers.
- Prepares monthly financial statements.
- Maintains files on accounting data.
- Reconciles accounts payable bank statements monthly.

In addition, the Finance Office will ensure that Belton Preparatory Academy contracts with an external auditor to complete an audit each year to ensure that established practices for making disbursements and all required financial policies and procedures are followed.

Financial Management Standards

The Belton Preparatory Academy financial management system meets the following requirements under 2 C.F.R. § 200.302:

- Identification: Belton Preparatory Academy identifies, in its accounts, all federal/state awards received and expended and the programs under which they were received.
 - This information includes, as applicable, the Assistance Listings (formerly referred to as the CFDA) title and number, federal award identification number and year, name of the federal agency, and, if applicable, name of the pass-through entity.
- Financial Reporting: Belton Preparatory Academy maintains accurate, current, and complete disclosure of the financial results of each federal award or program in accordance with applicable financial reporting requirements.
- Accounting Records: Belton Preparatory Academy maintains records that adequately identify the source and application of funds provided for federally assisted activities.
 - These records contain information pertaining to grant or subgrant awards, authorizations, financial obligations, unobligated balances, assets, expenditures, income, and interest and are supported by source documentation.
- Internal Controls: “Internal controls” are tools to help program and financial managers achieve results and safeguard the integrity of their programs. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:
 - Effectiveness and efficiency of operations;
 - Adequate safeguarding of property;
 - Assurance that property and money are spent in accordance with the grant program and to further the selected objectives; and
 - Compliance with applicable laws and regulations.

Belton Preparatory Academy maintains effective control and accountability for all funds, real and personal property, and other assets. Belton Preparatory Academy adequately safeguards all such property and assures that it is used solely for authorized purposes. See Inventory and Fixed Assets Procedures. In addition, Belton Preparatory Academy ensures proper segregation of duties. For example, all Belton Preparatory Academy expenditures must be approved in writing by the Director and the CEO. All purchases by Belton Preparatory Academy staff must have a Purchase Order on file.

- Budget Control: Belton Preparatory Academy ensures actual expenditures or outlays are compared with budgeted amounts and obtains amendments as required.
- Cash Management: Belton Preparatory Academy maintains written procedures to implement the cash management requirements.
- Allowable Costs: Belton Preparatory Academy maintains written procedures for determining the allowability of costs. See Allowability Procedures.

Cash Management

Belton Preparatory Academy will comply with applicable methods and procedures for payment that minimize the time elapsing between the transfer of funds and disbursement by Belton Preparatory Academy, in accordance with the Cash Management Improvement Act at 31 CFR Part 205. Generally, Belton Preparatory Academy receives payment from the South Carolina Department of Education on a reimbursement basis. 2 CFR § 200.305.

If Belton Preparatory Academy receives an advance in federal grant funds, Belton Preparatory Academy will hold federal advance payments in interest-bearing accounts unless an allowable exception applies. 2 CFR § 200.305(b)(8). Belton Preparatory Academy will calculate interest earned on cash balances after funds are deposited into the District's account. Belton Preparatory Academy will remit interest earned on the advanced payment annually to the U.S. Department of Health and Human Services (HHS) Payment Management System (PMS) in accordance with 2 C.F.R. § 200.305(b)(9). Belton Preparatory Academy may retain interest amounts up to \$500 per year for administrative expenses. 2 CFR § 200.305(b)(9).

Accounts Payable

Only valid accounts payable transactions based on documented vendor invoices, receiving reports, or other approved documentation are recorded as accounts payable.

Fund Balance Requirements

Belton Preparatory Academy shall maintain a minimum sixty-day operating cash reserve. Available fund balance beyond the mandated reserve limit may be invested in accordance with the South Carolina Code of Law Title 6, Chapter 5, Investment of Funds by Political Subdivisions, upon approval of the Superintendent, Director, and Chief Financial Officer of Belton Preparatory Academy. The Superintendent or designee shall annually report to the Board of Directors regarding the performance of any funds that have been invested.

School Appropriation and Bank Account

Belton Preparatory Academy, sponsored by the Institute, must operate a depository account with a financial institution approved and owned by the charter school board. The signatories on the account shall only be Board members, school personnel authorized by the Board, or designees of the Board. All state and federal funds allocated to the school will be deposited in the depository account in compliance with this requirement.

Contracted Services

Vendors and suppliers are paid as required under the applicable contract, including any discounts offered. If cash flow problems exist, payments are made on a greatest dependency/greatest need basis. These payments are taxable, and an IRS Form W-9 should be completed by individuals or organizations performing the contracted services. Transactions for these services must be flagged

in the accounting system as a 1099 invoice. This process will ensure that a 1099 is produced by the system for these vendors.

The Finance Office must receive and review a copy of all contracts for Belton Preparatory Academy prior to service engagement. Final contract approval by the School Leader is required prior to service engagement.

Purchase Approval

All Belton Preparatory Academy expenditures must be approved in writing. All purchases by Belton Preparatory Academy staff must have an approved Purchase Order on file.

Purchase requests for supplies not exceeding \$500.00 in value may be approved by the immediate supervisor and the Finance Office. The Finance Office will provide the School Leader with a monthly recap of supplies purchased without prior approval. The School Leader will review and approve or deny the monthly expenditures if the purchase approved by the Finance Office violates any Belton Preparatory Academy policies or procedures. Expenditures that violate Belton Preparatory Academy policy may be subject to repayment by the employee making the purchase.

All other expenditures must be approved with a Purchase Request by the School Leader.

Expense Reimbursements

All expenditures must be handled with a purchase order through the Finance Office. However, in the event of an emergency when the normal process of obtaining goods or services is not feasible, Belton Preparatory Academy staff may seek reimbursement for goods or services purchased with a personal payment method once approved by the immediate supervisor. Emergency purchases cannot exceed \$250.00 in cost.

When goods or services are purchased by an individual, an Expense Reimbursement Form is required to seek reimbursement. Proof of purchase must be attached to the Expense Reimbursement Form.

Employees must submit an Expense Reimbursement Form within a reasonable timeframe from the day of purchase. The Finance Office will determine the definition of a reasonable timeframe on a case-by-case basis.

The processing time for a reimbursement is 10 business days.

Travel Reimbursement

All Belton Preparatory Academy staff must follow the guidelines outlined in the Belton Preparatory Academy Travel and Meal Policy when incurring travel-related expenses. To be eligible for reimbursement, all travel for Belton Preparatory Academy staff must be properly

authorized using the Pre-Authorization Form. Staff must inform and receive approval from their immediate supervisor prior to traveling.

To claim expenditures, Belton Preparatory Academy staff must submit an Expense Reimbursement Form within 10 business days after returning from travel. The Expense Reimbursement Form must contain expenses that were actually incurred.

Invoices

All invoices must be reviewed and signed by the department head responsible for the goods or services. The department head must review the invoice to confirm that the goods or services outlined on the invoice have been received by Belton Preparatory Academy. The Finance Office will process the invoice once confirmation is received from the responsible department.

Recurring Monthly Invoice

Vendors that have an active contract on file with the Finance Office may submit recurring monthly invoices to be processed without department signatures. The Finance Office is responsible for reviewing all recurring monthly invoices to ensure that the invoice matches the cost outlined in the contract.

The amount on the recurring monthly invoice must be comparable each month. Comparable is defined as no more than a difference of 05% in cost. The responsible department must review the recurring monthly invoice if a large difference is noted on the invoice. The department must sign off on the invoice and provide an explanation for the difference in amount.

All departments are responsible for ensuring that contracts are aligned with the department budget. If expenditures exceed the budget line, the department head must schedule a meeting with the Finance Office to discuss a budget transfer. The Finance Office shall be responsible for verifying that contracts are aligned with department budgets.

Credit Card

Credit Card statements will be processed monthly. All Institute staff must follow the guidelines outlined in the Belton Preparatory Academy Credit Card Policy. Each cardholder is responsible for submitting all receipts associated with charges on the Credit Card. The Finance Office will review all credit card statements to ensure that all receipts associated with the statements are on file.

For all lost or missing receipts, the staff member and/or cardholder must complete a Missing Receipt Affidavit.

Approved 12/11/2018

Modified 8/19/2020, 1/19/2021, and 4/19/2023

Fixed Assets Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 07/01/2018

POLICY

To establish a basic structure for the accurate inventory of property at **Belton Preparatory Academy**, Belton Preparatory Academy has established the following policy and procedures. The School Leader, with joint agreement, is empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors.

Belton Preparatory Academy is responsible for establishing a system to maintain an accurate inventory of materials, equipment, and real estate at Belton Preparatory Academy in accordance with accounting standards and all applicable state and federal laws.

Belton Preparatory Academy has developed a property management tracking system for items according to certain dollar limits and for the security of inventory.

PROCEDURES

General Information

For purposes of Belton Preparatory Academy, a fixed asset is defined as a building, property, or equipment acquired by Belton Preparatory Academy (whether purchased, donated, or traded) that is actively used in operations, has significant value, and provides a benefit for a period exceeding one year. Fixed assets are reported and, with certain exceptions, depreciated in the financial statements.

Items purchased at a cost up to the federal capitalization rate (currently \$5,000) will be considered supplies and expensed in the 400 series object code. However, single items costing \$1,000 or more and having a life of at least one year, or technology equipment and software, such as laptops, desktops, LCD projectors, iPads, computers, etc., even though expensed as supplies, will be included in the Belton Preparatory Academy inventory tracking system but are not considered fixed assets and will not be capitalized or depreciated.

Items purchased with federal funds with a lifespan of more than one year over \$2,500 (\$500 for CTE Perkins and CTE EIA Funding), and any technology items regardless of cost purchased with federal funds, will be indicated on an inventory document separated by federal award. Technology items will be depreciated in accordance with 2 CFR 200.453(a) and 2 CFR 200.313(e)(2).

Fixed Asset Classifications

Fixed assets will be divided into the following classifications: Land, Land Improvements, Buildings, Building Improvements, Machinery and Equipment, Licensed Vehicles, Textbooks and Library Books, Mobile Classrooms, Construction in Progress, and Works of Art and Historical Treasures.

For single items purchased with federal funds with a cost of \$2,500 or more (\$500 for CTE Perkins or CTE EIA funding), or technology of any cost, these items will be included as part of the Belton Preparatory Academy inventory for that federal award, as well as included on the Belton Preparatory Academy Fixed Asset listing and reconciled annually.

LAND

The land account includes all land purchased or otherwise acquired. It should be capitalized but not depreciated. Purchased land should be carried on the records at historical cost and should remain at that cost until disposal. Donated land should be recorded at its appraised value at the time of the donation. If land and a building are acquired as a single parcel, the value of the land should be determined separately from the building, and only that amount carried in the land account; the value of the building should be recorded in the building account. Costs relating to the demolition of a structure on newly purchased land and other costs relating to the land are normally capitalized and included in the land account. A gain or loss on the sale of land is reported as a special item in the statement of activities.

LAND IMPROVEMENTS

Land improvements include permanent improvements that add value to land. These include such items as site improvements (e.g., excavation, fencing, and retaining walls) and some infrastructure (e.g., driveways, roads, sidewalks, bridges, parking lots, and outdoor lighting). If items categorized as infrastructure are purchased during the construction of a new building, they will be included in the cost of the building. Items not included in land improvements are landscaping, demolition, and land acquisition. These would be included in the land account. Other items not included in land improvements are picnic tables and stadium bleachers. These are included in machinery and equipment.

BUILDINGS

The buildings account normally includes the value of all buildings at their acquisition costs or construction costs. The cost should include all charges applicable to the building, including broker fees, architect's fees, permits, and interest on borrowed money during construction. For a donated building, appraised fair market value at the date of donation should be used. In addition, buildings include components (e.g., roof, air conditioning system) that should be recorded separately when they have significant values because these building components have different useful lives. The value of each component should be determined and placed within its own category. A building will be added to the fixed assets inventory after all costs have been calculated and final payment has been made to the contractors.

BUILDING IMPROVEMENTS

Improvements that extend the useful life of the building should be classified as building improvements and should be capitalized. They are recorded at either acquisition cost or appraised fair market value in cases of donated assets. Examples of building improvements include roofing projects, remodeling, additions to buildings, and replacing major building components. Major maintenance projects should be evaluated periodically to determine if they should be included in this account.

MACHINERY AND EQUIPMENT

Machinery and equipment include a wide range of assets. Examples include furniture, computer equipment, office machinery, athletic equipment, uniforms, etc. The property should be recorded at acquisition cost, including freight, installation, and other charges incurred to place the asset into use. If acquired through donation, fair market value should be determined and assigned to the asset. The assets' materiality and significance should be considered when determining how they are reported.

LICENSED VEHICLES

Licensed vehicles include aircraft, watercraft, and other motorized forms of transportation (e.g., buses, vans, cars, trucks, etc.). All licensed vehicles should be recorded at acquisition cost or fair market value if donated.

TEXTBOOKS AND LIBRARY BOOKS

Textbooks and library books will not be classified as fixed assets due to the capitalization policy.

MOBILE CLASSROOMS

Mobile classrooms are temporary structures added to the building site. They are of significant value and should be recorded as fixed assets and depreciated over their useful lives.

CONSTRUCTION IN PROGRESS

The account should be used when reporting amounts expended on an uncompleted building or other capital construction project. Construction in progress should not be depreciated. Three subclasses, such as building, improvements, and equipment, might be used. When the project is complete, the cumulative costs are transferred to another appropriate fixed asset account. Unspent debt proceeds from capital-assets-related debt should be reported in the net assets section of the statement of net assets as "restricted for capital projects."

WORKS OF ART AND HISTORICAL TREASURES

Works of art and historical treasures should be recorded at historical costs or, if donated, fair market value. Depreciation is not required for collections or works of art that are inexhaustible. An example of a work of art might be an original painting.

Capitalization Policy

Capitalization is an accounting method used to delay the recognition of expenses by recording the expense as long-term assets. The capitalization of assets acquired by Belton Preparatory Academy and its charter schools shall equal the federal capitalization rate (currently \$5,000). All additions to fixed assets with an individual value greater than or equal to the capitalization rate will be capitalized and depreciated, if applicable. An exception to this is as follows and will be capitalized when applicable to a single location:

- Groups/classes of assets where individual asset items are less than the capitalization limit, but when all assets of that group (that function as one asset) are added together, the dollar amount far exceeds the capitalization limit (e.g., security systems, public address systems, etc.).

Items purchased at a cost up to the federal capitalization rate will be considered supplies and expensed in the 400 series object code. However, single items costing \$1,000 or more and having a life expectancy of at least one year, or technology equipment and software, such as laptops, desktops, LCD projectors, iPads, computers, etc., even though expensed as supplies, will be included in the Belton Preparatory Academy inventory tracking system but are not considered fixed assets and will not be capitalized or depreciated.

Regular non-technology equipment costing less than \$5,000 per unit should be recorded under the 400 series object code.

Regular non-technology equipment costing \$5,000 or more per unit should be recorded under object code 540.

Any technology equipment costing less than \$5,000 per unit, including shipping, handling, tax, etc., should be recorded under object code 445.

Any technology equipment costing \$5,000 or more per unit, including shipping, handling, tax, etc., should be recorded under object code 545.

Depreciation

All fixed assets, with the exception of land, will be depreciated. Depreciation is the process of allocating the cost of tangible property over a period of time, rather than deducting the cost as an expense in the year of acquisition. The decline in the value of fixed assets must be considered if Belton Preparatory Academy's net assets are to be correctly stated. It shall be the policy of Belton Preparatory Academy to depreciate fixed assets in excess of the federal capitalization rate (currently \$5,000) over their useful lives.

Factors that must be known in order to calculate depreciation include the date the asset was placed in service, the asset's cost or acquisition value, estimated useful life, and the depreciation method.

The following exhibit summarizes tracking, inventory, capitalization, and depreciation.

Asset	Tracking and Inventory	Capitalize and Depreciate
Land		Capitalize only
Land Improvements	\$1,000	\$5,000
Building		\$5,000
Building Improvements		\$5,000
Machinery and Equipment	\$1,000 or technology equipment and software described under “Capitalization Policy”	\$5,000
Vehicles	Any	\$5,000

Date Placed into Service

When acquiring a new asset, the date placed into service will be easily determined. When adding an asset to the Belton Preparatory Academy records that was already placed into service but omitted from the Fixed Assets Inventory, this date may not be readily available. Inquiring with the appropriate department to assign an estimated date will be sufficient.

Cost or Acquisition Value

Fixed assets should be reported at historical cost and should include the cost of freight, site preparation, architect and engineering fees, etc. If something other than cash is used to pay for the asset, then the fair market value of the non-cash payment or consideration determines the asset’s cost or acquisition value. If the asset is of significant value (e.g., land or building), an appraisal will be needed to determine its value. In situations where assets are identified that have been omitted from the Fixed Assets Inventory, the historical cost may be researched. If there is no information available on the original cost of the asset, the amount will then be estimated based on the values of similar assets.

Estimated Useful Life

The estimated useful life of an asset is the number of months or years that an asset will be able to be used for the purpose for which it was intended. Appendix B provides the useful lives of Belton Preparatory Academy assets by Equipment Categories.

Depreciation Method

The straight-line method of depreciation will be used to calculate depreciation on Belton Preparatory Academy fixed assets. The annual depreciation will be calculated by dividing by the estimated useful life. Under this method, the asset is written off evenly over its useful life (i.e., the depreciation is the same every year). The total amount depreciated can never exceed the asset’s historic cost. An asset placed in service at any time during a given month is treated as if it had been placed in service on the first day of that month (depreciation taken for the entire month

in which the asset is placed in service). If disposed of before the end of the month, no depreciation is taken for the month of disposition.

Fixed Assets Inventory Procedures

It is the ultimate responsibility of the School Leader to maintain the accuracy of the fixed assets inventory for the school. All stolen items must be reported to the appropriate police agency, and a copy of the police report must be sent to the Institute's Assistant Director of Finance. Donated or purchased used equipment meeting the definition of a capital asset or inventory item must be operational. All fixed assets and items identified in physical inventories that are donated and/or purchased through grants or donations given in the school's name must be reported to the School Leader within 10 days of donation or acquisition.

The School Leader or their designee should complete a physical inventory (Appendix C) at the beginning and end of each school year. A copy of these inventories will be due to the Institute's Assistant Director of Finance no later than September 30 and June 30, respectively. This inventory does not include items captured during our contracted fixed asset visit. Such items not included would be printers, computers, iPads, tablets, laptops, digital cameras, LCD projectors, or any asset that received a barcode label. Reviewing inventory is a vital part of the fixed asset system. Without proper maintenance and monitoring of the Fixed Asset Inventory Tracking System, the accuracy of the fixed assets and inventory will deteriorate quickly, requiring the inventory to be re-created.

Disposals, Transfers, and Stolen Assets

Disposals and transfers of unserviceable equipment and fixed assets should only occur after proper authorization by the School Leader. This procedure is intended to maintain the accuracy of the records, ensure the assets are properly safeguarded, and obtain the best possible terms upon disposal. In many cases, parts from an asset to be disposed of may be salvaged and used with an existing asset or saved for future utilization.

Any computer tape, disk (hard drive, CD, or floppy), tablet, laptop, server, or other storage medium used to store the school's and students' data must be totally erased or rendered unreadable before it is disposed of. This is the sole responsibility of the School Leader and not the Charter Institute at Erskine's Department of PowerSchool and Technology. **No asset should be disposed of or transferred without proper authorization by the principal/director of the school(s).**

Surplus supplies, property purchased with **state and/or federal funding, and donated items** shall be disposed of through competitive sealed bids and public auction. The Charter Institute at Erskine requires that all schools dispose of fixed assets through South Carolina's State Surplus Property Management Office. If the State Surplus Property Management Office screens the item(s) and finds that the assets are not salvage items, then the school is required to auction off the items on www.govdeals.com. In the event some types and classes of items can be sold or disposed of more readily and advantageously by other means, the Institute may employ such other means, including, but not limited to, barter or appraisal. Please see Appendix A.

The School Leader is required to complete the Fixed Assets Disposals Form (Appendix F) and return it to the Institute's Director of Finance at the time of disposal. In the event that assets are misplaced or stolen from the school's property, it is the School Leader's responsibility to provide written justification to the Charter Institute at Erskine's Director of Finance for removal of the inventory from the Institute's Masterfile. If item(s) are reported stolen, local authorities should be contacted immediately, and a police report should be filed with a copy attached to the Fixed Assets Disposals Form (Appendix F).

If a School Leader decides to transfer item(s) to another school for further use, please contact the Institute's Director of Finance with the item information. The Director of Finance will send a mass email to all School Leaders with the item information, location, and whom to contact if interested. At that time, the School Leaders should work with one another to make arrangements. The school transferring the assets should remove the item(s) from its inventory records, and the school receiving the items should add the item(s) to its inventory records. If the asset falls within the \$1,000 threshold and/or is a technology item, then during the contracted fixed asset visit, the asset will be automatically transferred within the Institute's Masterfile.

Technology Procedures

General Information

Belton Preparatory Academy may issue business equipment to an employee for work-related communication based on the job duties of the employee and the needs of the Institute. Employees in possession of Institute-owned devices are expected to protect the equipment from loss, damage, or theft. Upon resignation or termination of employment, or at any time upon request, the employee may be asked to produce the devices for return or inspection.

Purchase of Technology Devices

All technology purchases must be made in alignment with the Belton Preparatory Academy Accounts Payable Policy, Procurement Policy, and Credit Card Policy. When purchasing devices, Belton Preparatory Academy must take into consideration the cost of the device and ensure that the purchase is to the advantage of the Institute. The Institute must review and take into consideration all promotional and savings deals prior to authorizing purchases. All purchases must be approved by the School Leader prior to purchase.

Purchase of Cellular Device

Belton Preparatory Academy may only purchase cellular devices from the Belton Preparatory Academy wireless service provider. When purchasing devices, Belton Preparatory Academy must take into consideration the cost of the device and ensure that the purchase is to the advantage of the Institute. Belton Preparatory Academy must review and take into consideration all promotional and savings deals prior to authorizing purchases. All purchases must be approved by the School Leader in alignment with the Procurement Policy and Accounts Payable Policy.

Cellular Device Upgrades

Belton Preparatory Academy may annually upgrade all cellular devices. Belton Preparatory Academy must review and take into consideration all promotional and savings deals when making upgrades. All upgrades must be approved by the School Leader in alignment with the Procurement Policy and Accounts Payable Policy.

Cellular Device Protections

Belton Preparatory Academy will provide a screen protector and a phone case for all devices.

Depreciation

All purchased cellular devices will have an 18-month depreciation timeline. The depreciation value is determined by 5.6% of the original purchase cost each month.

Laptops, tablets, and computers will have a life expectancy of three years. Life expectancy for other technology will be determined at the time of purchase.

Device	Life Expectancy in Years	Annual Depreciation	Cost	Value after 1 Year	Value after 2 Years	Value after 3 Years	Value after Year 4	Value after Year 5
Laptop	3	50%	\$1,250	\$625	\$312.50	\$0 due to life expectancy	\$0 due to life expectancy	\$0 due to life expectancy
TV	5	20%	\$600	\$480	\$384	\$307.20	\$245.76	\$196.61
Printer	5	20%	\$150	\$120	\$96	\$76.80	\$61.44	\$49.15
Smart-board	7	20%	\$5,000	\$4,000	\$3,200	\$2,560	\$2,048	\$1,638.40

A sample monthly depreciation value for laptops would be as follows:

Month	1	2	3	4	5	6	7	8	9	10	11	12
Value	100%	96%	92%	88%	84%	80%	76%	72%	68%	64%	60%	56%
Month	13	14	15	16	17	18	19	20	21	22	23	24
Value	50%	48%	46%	44%	42%	40%	38%	36%	34%	32%	30%	28%
Month	25	26	27	28	29	30	31	32	33	34	35	36
Value	25%	23%	21%	19%	17%	15%	13%	11%	9%	7%	5%	3%

Asset Revaluation

Belton Preparatory Academy may decide to reevaluate the depreciation of any device annually. Revaluation of depreciation is mostly used for the calculation of depreciation for events such as accidental damage, software incompatibility, hardware malfunction, or otherwise. If, at the end of the fiscal year, there is a decline in the price of an asset (e.g., the carrying amount of the asset

is higher than its recoverable amount), this is accounted for as a “revaluation loss,” and the value of the asset is decreased by that amount to depict the true value of that asset. Any loss due to asset revaluation should be noted in the asset tracking inventory.

Individual items with a remaining depreciation value greater than \$2,500 should be revaluated by a third party before disposal.

Repair and Replacement

Belton Preparatory Academy will replace assets that are broken or lost due to employee actions based on the circumstances of the incident. Employees must report broken or lost equipment to the IT Team within 48 hours of the incident. A detailed description of how the equipment was damaged must be provided.

The IT Team will assess the damage and determine the cause. The assessment will include whether the damage was accidental, due to negligence, or intentional. If there are repeated issues involving broken or lost items, a portion or the full cost of the equipment should be the employee’s responsibility. Depending on the role and responsibilities of the employee, the urgency of replacement will be determined.

If applicable, cost recovery for negligent or intentional damage will be deducted from the employee’s paycheck in installments, not exceeding 10% of the employee’s monthly salary until the full amount is recovered. Employees who disagree with the assessment may file an appeal with the HR Department within five business days of receiving the assessment result. The HR Department will review the case and make a final decision within ten business days.

Disposal

Belton Preparatory Academy will offer the device first to the employee and/or fellow staff members once the device’s value is depreciated in full. Devices that are no longer in use and are not fully depreciated may be purchased for the current depreciated value by a member of the Belton Preparatory Academy staff, with leadership approval.

Any remaining devices can be donated to a qualified 501(c)(3) organization if eligible. Asset disposal requires formal tracking and should be authorized by the following (and/or their designees): Chief of PowerSchool and IT, Chief Financial Officer, and Chief Operating Officer (depending on which funds procured the equipment).

Approved 12/11/2018

Modified 08/19/2020

Modified 06/16/2021

Modified 06/16/2025

Charter Institute at Erskine

Fraud Prevention Policy and Procedure

1. Scope and Purpose

This Policy applies to any and all Institute sponsored charter schools, contractors, Education Management Organizations (“EMOs”), vendors, agents, intermediaries, and their respective employees, contractors, subcontractors, or agents (collectively “Relevant Parties”) that are employed by, contracted, provide services to, or work with the Charter Institute at Erskine (the “Institute”) and/or any of the Institute’s sponsored South Carolina charter schools that have adopted this Policy and Procedure.

The purpose of this Policy and Procedure is to promote and guide the conduct of all Relevant Parties associated with Charter Institute at Erskine (the “Institute”) or any of its sponsored South Carolina charter schools, with a view to the avoidance of fraud and corruption and management of situations, which may be regarded as unethical conduct or behavior and to demonstrate that the Institute and its sponsored South Carolina charter schools are committed to the detection and investigation of any such occurrences. The Institute strongly encourages each of its sponsored charter schools to adopt and implement this Policy and Procedure to further the purpose and intent of this Policy and Procedure.

2. Policy

The Institute, as the Sponsor of charter schools, has the fiduciary duty and responsibility to comply with the South Carolina Charter Schools Act, S.C. Code §§ 59-40-10 et seq. (the “Act”), including the responsibility to regularly monitor the performance and legal and fiscal compliance of the School. The Institute is committed to conducting oversight of and protecting state and federal dollars, its revenue, expenditure and assets from any attempt by Relevant Parties of the Institute or its sponsored South Carolina charter schools to gain financial or other benefits by deceit, bias or dishonest conduct.

The Institute’s commitment to fraud and corruption control will be managed by ensuring that fraudulent or corrupt activity is prevented, conflicts of interest are avoided, and auditing systems are in place to deter and/or identify corrupt activities.

All information, including but not limited to third-party reports, of suspected fraudulent and/or corrupt activity by a Relevant Party will be fully investigated and appropriate action taken.

All Relevant Parties must be aware of the Institute’s intention to (i) debar, suspend or dismiss a Relevant Party in the event of corruption or fraud on the Institute; (ii) recommend that its sponsored charter school debar, suspend or dismiss a Relevant Party in the event of corruption or fraud; (iii) report internal and/or external fraudulent or corrupt activity to law enforcement; and/or (iv) prosecute Relevant Parties found to be involved in fraudulent and/or corrupt behavior. The Institute will pursue recovery of any financial loss through civil proceedings and will recommend that its sponsored charter schools pursue same.

3. DEFINITIONS

Corruption can be defined as dishonest activity in which a Relevant Party acts contrary to the interests of the Institute or one of its sponsored South Carolina charter schools and abuses his/her position of trust in order to achieve some personal gain or advantage.

Fraud can be defined as the use of deception or misrepresentation to obtain an unjust advantage or to cause a disadvantage or loss to the Institute or one of its sponsored South Carolina charter schools, including benefitting another, and includes theft or misappropriation of the Institute or one of its sponsored South Carolina charter schools' assets or finances to the detriment of its employees, residents and tax payers.

Fraud can also involve misuse of confidential information, abuse of discretion, facilities or employment conditions, redirection of goods or services for personal use and inappropriate arrangements with contractors and other third parties.

Examples of fraud, for the purpose of this Policy, include but are not limited to:

- Theft and/or misappropriation of the Institute or one of its sponsored South Carolina charter schools' revenue in the form of cash, checks, money order, electronic funds transfer or other negotiable instrument;
- Theft of equipment, parts, software, and office supplies from the Institute or one of its sponsored South Carolina charter schools' premises;
- Deliberate over-ordering of materials or services to allow a proportion to be used for personal purposes;
- Submission of sham taxation arrangements for an employee or contractor to circumvent the Institute or one of its sponsored South Carolina charter schools' procedures for engagement of employees and contractors;
- Intentional submission of fraudulent, false, or redundant applications or invoices for reimbursement;
- Unauthorized amendment or correction to previously authorized forms;
- Knowingly executing a contract without authorization and/or knowing payment of funds without authorization which does not align with the charter contract or the charter;
- Payment of fictitious employees or suppliers;
- Falsification of time, training, or attendance records;
- Damage, destruction or falsification of documents for the purpose of material gain; and
- Misrepresentation of qualifications in order to secure a position of employment.

Corrupt conduct includes asking for, or receiving a financial or other benefit of any kind, undue influence of an officer, employee, or board member of the Institute or School for financial or other benefit of any kind, the acceptance of a bribe, in any form, which is punishable under federal or South Carolina law, including but not limited to S.C. Code of Laws § 59-40-75.

4. AUTHORITY TO INVESTIGATE AND DEBAR, SUSPEND OR TERMINATE CONTRACT

Upon receipt of a report, or upon discovery of information, of suspected fraudulent and/or corrupt conduct of a Relevant Party, the Superintendent and the Director of the Institute have the authority to investigate the report and/or information of suspected fraudulent and/or corrupt conduct, to demand a third-party audit of the relevant records, and issue a report of findings. The Institute has absolute discretion to determine the scope of the investigation.

The School has the primary fiduciary duty to investigate reports or information of suspected fraudulent and/or corrupt conduct of its Relevant Parties. In the event that a School fails or refuses to conduct a sufficient investigation, as determined in the sole discretion of the Institute, and the Institute conducts a third-party investigation, upon the finding documented evidence of fraud or corrupt activity, the Institute may have the School pay for some or all of the reasonable costs of the third-party investigation; however, the School does not need to pay if there are no findings.

Any Relevant Party that the Institute has found documented evidence of fraud or corrupt activity within the scope of work performed for the Institute, and/or documented evidence of a refusal to provide evidence requested during the investigation of suspected fraud or corrupt activity, after consultation with the Institute Attorney, the Institute shall have authority to demand corrective action, debar, or suspend the vendor from further work and/or terminate the contract with the Relevant Party and suspend further payment of the contract. The Institute will work with the attorneys to decide if the contractor or vendor must be reported to the applicable law enforcement.

Any Relevant Party that the Institute has found documented evidence of fraud or corrupt activity within the scope of work performed for a sponsored South Carolina charter school of the Institute, and/or documented evidence of a refusal to provide evidence requested during the investigation of suspected fraud or corrupt activity, after consultation with the Institute Attorney, the Institute shall have authority to recommend the charter school demand corrective action, debar, suspend the vendor from further work, and/or terminate the contract with the Relevant Party and suspend further payment of the contract. A School's refusal to provide requested evidence during the Institute's investigation of suspected fraud or corrupt activity of a Relevant Party is grounds for sanctions, including but not limited to revocation of a School's charter. The Institute will work with the attorneys to decide if the contractor or vendor must be reported to the applicable law enforcement.

5. CAUSES FOR DEBARMENT, SUSPENSION, OR TERMINATION

The causes for debarment, suspension, or termination may include, but are not limited to, the following:

- a. conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;
- b. conviction under State or Federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as Relevant Party for the Institute or its sponsored charter schools;
- c. conviction under State or Federal antitrust statutes arising out of the submission of bids or proposals;
- d. a determination by the Superintendent that a Relevant Party engaged in corruption or fraudulent conduct;
- e. a determination by the Superintendent that a Relevant Party refused to cooperate in an investigation of suspected corrupt and/or fraudulent conduct, including refusal to produce requested evidence;
- f. any other cause which constitutes extreme circumstances so serious and compelling as to affect responsibility as an Institute contractor, including debarment, suspension, or termination by another governmental entity for cause;
- g. for violation of the ethical standards set forth in South Carolina State Ethics Act (S.C. Code of Laws §§ 30-4-10 thru 30-4-165).

6. RECOVERY OF LOSSES

In each case where there is clear evidence of fraud or corruption, the Institute, in consultation with the Institute's attorney, will consider all reasonable avenues available for recovering any funds lost or compensation for other fraud losses. Due consideration will be given to the likely benefits of recovery action exceeding the funds and/or resources required for the recovery action.

7. RIGHT TO PROTEST DECISION OF INSTITUTE

The suspended, debarred, or terminated Relevant Party, or an Institute School that has been issued sanctions or investigation costs by the Institute pursuant to this Policy, has the right to protest the decision of the Institute. The protest shall be submitted in writing to the Superintendent, setting forth the grounds and facts applicable thereto for the protest, within fourteen (14) days after such suspended Relevant Party has received written notice of the Institute's decision to suspend, debar, or terminate the contract. The filing of a protest shall not stay the performance of the contract unless fraudulent.

8. AUTHORITY TO RESOLVE PROTESTS

The Superintendent shall have authority to settle and resolve a protest of an appealing Relevant Party who was suspended, debarred, or terminated.

9. DECISION OF SUPERINTENDENT

Decision – If the protest is not resolved by mutual agreement, the Superintendent shall issue a decision in writing within thirty (30) days. The decision shall:

- a. State the reasons for the action taken, and
- b. Inform the protestant of its right to administrative review as provided in Section 10 of this Policy

Notice of Decision – A copy of the decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

Finality of Decision – A decision shall be final and conclusive, unless any person adversely affected by the decision appeals administratively.

Failure to Render Timely Decision - If the written decision required under this Section is not entered within thirty (30) days after written request for a said decision, or within such longer period as may be agreed upon, then the Relevant Party shall proceed as if an adverse decision had been received.

10. RIGHT TO ADMINISTRATIVE APPEAL

A. Institute Superintendent

Prior to commencing any other action at law or in equity, a party aggrieved from a determination by the Superintendent which is authorized under this Policy and Procedure, shall seek review of such determination to the Institute Board of Trustees.

B. Procedures

1. Time Limit for Filing an Appeal - A determination by the Superintendent shall be final and conclusive unless any person adversely affected by the decision requests a review by the Institute Board of Trustees, in writing, setting forth the reasons for such review, to the Institute Superintendent within ten (10) days of its receipt of the decision.
2. Upon receipt of an appeal from an aggrieved party, the Institute Superintendent shall schedule a review of the appeal. The protestant may also request an appearance before the Institute Board of Trustees. The Board of Trustees, within ten (10) days of completion of its review, shall, in writing, affirm, alter or deny the decision. Such decision shall include findings of fact and conclusions of law including a statement of the underlying facts supporting such findings. The decision shall also state whether the:
 - a. debarment or suspension being contested was in accordance with this Policy, and in the best interest of the Institute and/or the sponsored charter school
3. The administrative review by the Institute Board of Trustees shall not be limited to any prior determination. Any prior Institute determination shall not be conclusive as to any findings and conclusions. Any person who is aggrieved by a final decision shall have exhausted all administrative remedies available within this Policy and Procedure prior to seeking judicial review pursuant to S.C. Code of Laws § 59-40-90. The decision of the Board of Trustees shall be presumed final and conclusive unless such proceedings for review are instituted by filing a petition in the Administrative Law Court within thirty (30) days after such final decision.

OFFICE OF RESPONSIBILITY: Finance
EFFECTIVE DATE: 07/01/2025

POLICY

To establish the basic structure for the solicitation and acceptance of additional sources of revenue for **Belton Preparatory Academy**. In order to offer the best educational and innovative opportunities possible for the students, teachers, school leaders, and school board members of **Belton Preparatory Academy**, Belton Preparatory Academy will seek additional sources of revenue to supplement the funds available at Belton Preparatory Academy.

PROCEDURES

Donations from Private Sources

Belton Preparatory Academy is committed to addressing existing needs, launching new initiatives, setting ambitious goals, and creating exciting opportunities to deliver educational excellence across South Carolina. To assist with this commitment, Belton Preparatory Academy encourages donations and sponsorships from private sources. All donations and sponsorships are voluntary, and no goods, services, or promises are to be committed in exchange for donations or sponsorships.

Belton Preparatory Academy may not, directly or indirectly, knowingly ask, demand, exact, solicit, seek, accept, assign, receive, or agree to receive any donation or sponsorship for Belton Preparatory Academy in return for being:

- Influenced in the discharge of Belton Preparatory Academy responsibilities;
- Influenced to commit, aid in committing, collude in, allow fraud, or create an opportunity for the commission of fraud related to Belton Preparatory Academy responsibilities; or
- Induced to perform or fail to perform an act in violation of Belton Preparatory Academy responsibilities.
- No vendor may obtain or retain a contract in exchange for a donation or gain any advantage in obtaining a contract in exchange for a donation. No vendor may be disadvantaged in obtaining a contract for having refused to make a donation.

Donations may be received in the form of goods, financial donations, and volunteer services.

Unique donations in excess of \$25,000 will be approved by the Board. The Board will be informed of the usage of these donations.

Acceptance of Donations

Monetary and/or in-kind donations may be accepted from individuals, businesses, foundations, and other entities, provided they meet the following criteria:

- Serve a desirable educational purpose consistent with the Belton Preparatory Academy mission.
- Are consistent with the Belton Preparatory Academy philosophy.
- Are believed to cause no harm to the reputation of Belton Preparatory Academy.

No donation is permitted if it does the following:

- Obligates the Board to continued funding, unless explicitly approved by the Board.
- Implies endorsement of a business, commercial product, or political party. Public recognition of the donation does not imply endorsement.
- Allows a vendor to obtain or retain a contract by making a donation or to gain any advantage in obtaining a contract by making a donation. Nor may a vendor be disadvantaged in obtaining a contract for having refused to make a donation. All vendors shall be given the same opportunities to participate in competition for Institute business. This includes vendors seeking a contract from an authorized charter school.

Donations will not be accepted if they violate federal, state, or local laws or IRS rules.

The School Leader or designee, unless requested to keep the donation private and anonymous, may recognize donors publicly during a Board meeting or other Belton Preparatory Academy events.

Purpose of Donations

Donations will be used to enhance Belton Preparatory Academy's commitment to elevate educational opportunities through innovation and non-traditional initiatives. Any carryover donations or sponsorships, unless specifically requested by the donor or sponsor, will be used at the discretion of Belton Preparatory Academy.

Prohibited Uses of Donations

Donations may not be used for undue influence over Belton Preparatory Academy authorizing decisions or for the personal benefit of any Belton Preparatory Academy staff member, immediate family member, or Board member.

Grant Awards

Belton Preparatory Academy may request and accept grants from federal, state, corporate, and private sources. The Board will be informed of the usage of any grants outside of awards from the South Carolina Department of Education.

Accounting and Reporting

All donations shall be recorded in accordance with Generally Accepted Accounting Principles and any applicable Uniform Guidance standards. All donations shall be in alignment with the South Carolina Nonprofit Corporation Act and the South Carolina Charter School Act.

Approved August 20, 2025

Belton Preparatory Academy Payroll/Salary Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 10/01/2018

BELTON PREPARATORY ACADEMY RESERVES THE RIGHT TO REVISE THE CONTENT OF THIS DOCUMENT, IN WHOLE OR IN PART.

Payroll

POLICY

To establish the basic structure for the payment of salaries for Belton Preparatory Academy under the direction of the Board of Directors of Belton Preparatory Academy. Payroll must be approved by the Belton Preparatory Academy CEO prior to processing. The Superintendent and the Director, with joint agreement, are empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors.

PROCEDURES

Pay Cycle

Employees are paid on a 12-month, monthly schedule. The employee's pay cycle runs from July 1 to June 30, and these details are included in the employee's work agreement.

Payday

The payday for Belton Preparatory Academy is the last business day of the month.

Hourly Employees

Time for an hourly employee must be properly approved by both the individual and the supervisor and reported to the Human Resources Office or designated representative via the payroll system. The Human Resources Office must verify all individual timesheets and provide authorization for the Finance Office to process payroll.

Change in Pay Rate

All employee payroll amounts are calculated based upon approved rates included in the individual's personnel file. All changes to pay rates or benefits must be properly authorized by the CEO, Director, Human Resources Office, and Finance Office.

Payroll Taxes

All payroll taxes are processed through the third-party vendor. The Finance Office must keep a record of the payroll tax report on file.

Method of Pay

Belton Preparatory Academy requires Direct Deposit for all employees. Any exception must be approved in writing by the CEO and the Finance Office.

TriNet

Belton Preparatory Academy utilizes TriNet as the portal for the Human Resources and Finance departments. All employees must be entered into the TriNet portal by the Human Resources Office. The Finance Office will work with Human Resources to ensure that all employees are in the system.

The Finance Office will review the monthly payroll schedule to ensure accuracy. After review, the Finance Office will present each month's payroll register to the CEO for approval. Upon approval, the Finance Office will submit payroll to TriNet for processing five days before the pay date.

TriNet will provide all documentation associated with the payroll run to the Finance Office 48 hours prior to the pay date. The Finance Office is responsible for ensuring that funding is available in the Payroll Account.

Per contract, TriNet is responsible for all activities associated with payroll taxes.

Belton Preparatory Academy Accounting Software

After each payroll run, the Finance Office will record all activities in Smart Fusion.

Time and Effort Standards

POLICY

Belton Preparatory Academy maintains procedures that provide reasonable assurance that charges to federal grants for wages are accurate, allowable, and properly allocated. Belton Preparatory Academy ensures that all employees who are paid in full or in part with federal funds keep specific documents to demonstrate the amount of time they spend on grant activities.

All employees who are paid in full or in part with federal funds must keep specific documents to demonstrate the amount of time they spend on grant activities. 2 C.F.R. § 200.430(i)(1). In addition, employees who are paid from state and local funds, but whose salaries are used for cost sharing or matching, must also keep time and effort documentation.

PROCEDURES

Charges to federal awards for salaries and wages must be based on records that accurately reflect the work performed. In accordance with § 200.430(i)(1), these records must:

- Be supported by a system of internal controls that provides reasonable assurance that the charges are accurate, allowable, and properly allocated;
- Be incorporated into official records;
- Reasonably reflect the total activity for which the employee is compensated, not exceeding 100% of compensated activities;
- Encompass both federally assisted and all other activities compensated by the agency on an integrated basis;
- Comply with the established accounting policies and practices of the agency; and
- Support the distribution of the employee's salary or wages among specific activities or cost objectives.

Budget estimates or other distribution percentages determined before the services are performed do not qualify as support for charges to federal awards but may be used for interim accounting purposes, provided that the system for establishing the estimates produces reasonable approximations of the activity actually performed. 2 C.F.R. § 200.430(i)(1)(viii).

Time and Effort Procedures

To meet the above requirements, all employees who must complete time and effort forms must submit either a semi-annual certification or a Personnel Activity Report (PAR), as required below. The type of form depends on the number of cost objectives on which an employee works.

A cost objective is a program, function, activity, award, organizational subdivision, contract, or work unit for which cost data are desired and for which provision is made to accumulate and measure the cost of processes, products, jobs, capital projects, etc. 2 C.F.R. § 200.1.

All employees whose work is funded fully (100%) by a single cost objective or grant award must complete a semi-annual certification. The semi-annual certification must:

1. Be completed at least every six (6) months (twice a year);
2. Be signed by the supervisor with direct knowledge of the work being performed;
3. Reflect an after-the-fact distribution of the actual activity;
4. Account for the total activity for which each employee is compensated; and
5. Be submitted to the Federal Programs Office upon completion.

In addition to semi-annual certifications, a blanket certification may be maintained that incorporates the above information into a single document for multiple employees. For example, if a stipend is earned by multiple employees, the supervisor could certify a single document that the stipend was earned by the listed employees in accordance with the above requirements.

A PAR must be completed if an employee works on multiple cost objectives. A PAR must meet the following standards:

1. Reflect an after-the-fact distribution of the actual activity, not a budget estimate;
2. Account for the total work activity for which each employee is compensated;
3. Be prepared at least monthly (a separate PAR for each month) and coincide with one (1) or more pay periods;
4. Be signed by the supervisor with direct knowledge of the work being performed; and
5. Be submitted to the Federal Programs Office upon completion.

See Appendix for Sample Semi-Annual Certification, Blanket Certification, and PAR Forms.

Reconciliation Procedures

It is critical for payroll charges to match the actual distribution of time recorded on the time and effort certification documents.

All Time and Effort certifications are collected and reviewed for accuracy, appropriate signatures, and dates. In order to reconcile actual costs to budgeted distributions, the Finance Office will conduct semi-annual reconciliations of Semi-Annual Certification forms and quarterly reconciliations of PAR forms with budgeted distributions. This will include a review of form ratios versus budgeted distributions after each review.

Approved 12/11/2018

Modified 8/19/2020

Modified 1/19/2022

Procurement Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 10/01/2018

POLICY

To ensure that Belton Preparatory Academy obtains the maximum value for each dollar expended and that all equipment, materials, and services are procured in a systematic manner, the Finance Office must employ selective competitive solicitation by qualified manufacturers and suppliers as stipulated by Belton Preparatory Academy and state requirements. The Chief Executive Officer and the Chief Operating Officer, with joint agreement, are empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors.

The goal of the Finance Office is to ensure that the best interests of the Institute are protected through intelligent action and fair dealing.

PROCEDURES

General Information

Any product, service, or other expenditure of Belton Preparatory Academy funds must be processed in accordance with the Procurement Code. The level of competitive solicitation varies by dollar amount.

Individuals shall not commit any Belton Preparatory Academy funds before a Purchase Order is issued. Individuals who authorize materials or services to be delivered or performed before a Purchase Order is issued may be held responsible for paying costs related to the commitment.

Objectives

Belton Preparatory Academy adheres to the following objectives:

- Procurements will be completely impartial and based strictly on the merits of supplier and contractor proposals and applicable related considerations such as delivery, quantity, etc.
- Make all purchases in the best interests of Belton Preparatory Academy and its funding sources.
- Obtain quality supplies/services needed for delivery at the time and place required.
- Buy from responsible and dependable sources of supply.
- Obtain maximum value for all expenditures.
- Deal fairly and impartially with all vendors.
- Be above suspicion of unethical behavior at all times; avoid any conflict of interest, related parties, or even the appearance of a conflict of interest in Institute supplier relationships.

Conflict of Interest

All Belton Preparatory Academy employees and members of Belton Preparatory Academy's Board of Directors are expected to use good judgment, adhere to high ethical standards, and act in such a manner as to avoid any actual or potential conflict of interest. A conflict of interest occurs when the personal, professional, or business interests of an employee or Board Member conflict with the interests of the organization. Both the fact and the appearance of a conflict of interest should be avoided. See the Belton Preparatory Academy Conflict of Interest Policy and Procedures.

Standards of Conduct

In accordance with 2 C.F.R. § 200.318(c)(1), Belton Preparatory Academy maintains the following standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award, and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of Belton Preparatory Academy may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts unless the gift is an unsolicited item of nominal value. See Belton Preparatory Academy Conflict of Interest Policy and Procedures for definitions of "nominal value" and "anything of value."

Organizational Conflicts

If a school has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the school must include written standards of conduct covering organizational

conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. 2 C.F.R. § 200.318(c)(2).

Disciplinary Actions

Belton Preparatory Academy will adhere to disciplinary actions related to Standards of Conduct as outlined in the Employee Handbook.

Mandatory Disclosure

Upon discovery of any potential conflict, Belton Preparatory Academy will disclose in writing the potential conflict to the federal awarding agency in accordance with applicable federal awarding agency policy. Belton Preparatory Academy also discloses in writing to the federal awarding agency or pass-through entity all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. 2 C.F.R. §§ 200.112–200.113.

Small Purchases (Not Exceeding \$50,000)

Belton Preparatory Academy will provide a systematic and businesslike method of obtaining and supplying materials and equipment for Belton Preparatory Academy. Any single procurement not exceeding fifty thousand dollars (\$50,000.00) may be made in accordance with this paragraph, provided that such procurement shall not be artificially divided to constitute a small purchase. A Purchase Order is required for all purchases other than incidentals where Purchase Orders are not accepted. All schools must have a Procurement Policy in place and periodically review the policy to ensure that it is meeting the State Procurement Code.

Micro-purchases not exceeding ten thousand dollars (\$10,000.00) in total value may be accomplished with one quote if the price is considered reasonable. Belton Preparatory Academy shall annotate the purchase requisition as follows: “Price is fair and reasonable” and sign such purchase requisition. Such purchases shall be distributed equitably among qualified suppliers. The purchase must be approved by the responsible department in charge, the CFO, the COO, and the CEO.

Small purchases from ten thousand dollars (\$10,000.01) to twenty-five thousand dollars (\$25,000.00) in total value may be accomplished if written quotes from a minimum of three qualified sources of supply are obtained and it is documented that the procurement is to the advantage of Belton Preparatory Academy, with price and other factors considered, including administrative costs of the purchase. Such documentation shall be attached to the purchase requisition. The purchase must be approved by the responsible department in charge, the CFO, the COO, and the CEO.

Small purchases from twenty-five thousand and 1/100 dollars (\$25,000.01) to fifty thousand dollars (\$50,000.00) must be accomplished with a written Request for Proposal. The purchase must be documented to show that the procurement is to the advantage of Belton Preparatory

Academy, with price and other factors considered, including the administrative costs of the purchase. Such documentation shall be attached to the purchase requisition. The purchase must be approved by the responsible department in charge, the CFO, the COO, and the CEO. The CFO will list the purchase as an informational item to the Belton Preparatory Academy Board of Directors.

Recommendations for engaging a consultant(s) or purchasing services or products exceeding a total annual cost of \$50,000.01 **MUST** be brought to the Board for approval. The Board will make the final decision. Under no circumstances shall the Board delegate its responsibilities to a third party.

Competitive Sealed Proposal (In Excess of \$50,000)

Competitive Sealed Bidding is used to initiate competitive procurement in excess of \$50,000. Competitive sealed proposals should be used when both the needs of the school district and the costs to satisfy those needs are important, and the methods or items to satisfy those needs are not clear and precise. While price is an important factor, it is considered less significant than fully meeting Belton Preparatory Academy's needs. The ultimate purpose of this method of procurement is to provide flexibility to Belton Preparatory Academy while taking into consideration various options and the costs of each. Proposals shall be solicited through a Request for Proposals.

Request for Proposal

The Request for Proposal shall be the document used to initiate a small purchase over \$25,000.01 and a competitive sealed proposal procurement and shall include the following:

- Instructions and information to vendors concerning proposal submission requirements, including the time and date set for receipt of the proposal, the individual to whom the proposal is to be submitted, the address of the office to which the proposal is to be delivered, and any other special information.
- The purchase description, specifications, delivery and performance schedule, and such inspection and acceptance requirements as are not included in the purchase descriptions.
- All contract terms and conditions, including warranty and bonding or other security requirements, as applicable.
- Instructions to vendors to visibly mark as confidential each part of their proposal that they consider to be proprietary information.
- A statement of a vendor's right to protest.

A cost or price analysis will be performed for noncompetitive proposals when the price exceeds \$250,000. 2 C.F.R. § 200.324(a). A cost analysis generally means evaluating the separate cost elements that make up the total price, while a price analysis means evaluating the total price without looking at the individual cost elements. The method and degree of analysis are dependent on the facts surrounding the procurement situation. 2 C.F.R. § 200.323(a).

Exceptions to the Procurement Code (Non-Federal Funds Only)

Belton Preparatory Academy may exempt specific supplies or services from this Policy. The following supplies and services are exempted from this Policy:

a. Copyrighted Educational Materials, including, but not limited to: books, dictionaries, textbooks, newspapers, diplomas, sheet music; professional journals, technical pamphlets, periodicals, subscriptions; educational films, filmstrips, slides and transparencies; videotapes, cassettes, DVDs; standardized testing materials.

b. Copyrighted Technology Materials, including, but not limited to: computer-assisted instructional materials, interactive video programs; CD-ROM documents, databases; District-adopted instructional software, including site licenses or other support services or related information/materials only available or provided by the software provider.

c. Medical and/or Psychological Services, including, but not limited to: licensed/certified medical doctors, physicians, nurses, psychiatrists, psychologists, school psychologists, behaviorists, counselors, optometrists, dentists, veterinarians, etc.; hospital and clinical services; occupational and physical therapy; orientation and mobility; speech, language, and audiologist services.

d. Governmental Services, including, but not limited to: services and supplies provided by the federal government, state agencies, county, city, or town governments, and special purpose districts; payments of taxes, social security, annuities, credit unions; school resource officer services; professional artists utilized by the SC Arts Commission.

e. Educational Services, including, but not limited to: contractual cooperative agreements, services and supplies for provision of services to students; tuition paid to institutions of higher education; evaluation services such as visiting committees of state or nationally recognized accrediting agencies; academic performance evaluation and consulting services; executive search and recruitment services.

f. Policy, Legal, Communications, and Financial Services, including, but not limited to: attorney services (subject to Board or Superintendent approval), court reporters, expert witness services; bond rating services; legislative consultants; advertising; public relations consultants; crisis management services; primary and reinsurance coverage; auditors (subject to Board or Superintendent approval); substitute staffing services; Board governance consultants and facilitators; securities underwriters, financial advisors, and similar services.

g. Staff Development, including, but not limited to: professional services; training provided by consultants, certified teachers/trainers, or District personnel; training materials secured or prepared for instructional purposes; workshop, conference, and seminar registrations; travel.

h. Student Services, including, but not limited to: pupil activity funds; test scoring services; canine drug and/or weapon detection services and related support services; homebound services; home visits; instruction provided by certified teachers.

i. Professional dues and membership fees.

j. Clergy.

k. Travel.

l. Other Materials and Services: Utilities and energy expenses, including, but not limited to, fuel, propane, electric, telephone, cell phones, water/sewer; art reproductions; emergency repairs for buses and fleet vehicles; items purchased for resale (i.e., school store items, yearbooks); livestock, feed, and veterinary supplies; mail and delivery services; purchases and sales between South Carolina public school districts or state agencies.

m. Diplomas, Student Instruction Activities/Camps/Seminars, Yearbooks, Graduation Supplies, Class Rings, Fundraisers, and School Pictures.

n. Advertisement Services.

o. Perishable Foods (milk, fresh fruits, vegetables, meats, eggs, fish—any item with an expiration date).

p. Goods and services provided by the Division of General Services.

q. Surplus items that are to be given/donated to other school districts, municipalities, and governmental agencies.

State Contract

Items on state contracts are not subject to competition or additional approval, as these have been vetted and have competed at the state level. This applies to federal funds as well as other sources.

Sole Source and Emergency Procurement

This method of procurement is the least competitive and, therefore, should have limited use. In those instances, however, where Belton Preparatory Academy's needs can only be met by one method, means, or item, sole source is an appropriate and necessary method of procurement. The determination as to whether a procurement shall be made as a sole source shall be made by Belton Preparatory Academy. Such determination and the basis thereof shall be in writing and shall include an explanation as to why no other source will be suitable or acceptable to meet the need.

A contract may be awarded for a supply, service, or construction item without competition when Belton Preparatory Academy determines in writing that there is only one source for the required supply, service, or construction item.

Belton Preparatory Academy may make or authorize others to make emergency procurements when there exists a threat to public health, welfare, or safety under emergency conditions, or where normal daily operations are affected, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. If emergency

considerations exist after an unsuccessful attempt to use competitive sealed bidding, an emergency procurement may also be made. A written determination shall be made stating the basis for an emergency procurement and for the selection of the particular vendor. Emergency procurements shall be limited to supplies, services, or construction items necessary to meet the emergency. Such procurement shall be presented to the Board at its next Board meeting.

Noncompetitive Procurement (Federal Funds)

All procurement transactions for the acquisition of property or services required under a federal award must be conducted in a manner providing full and open competition consistent with 2 C.F.R. §§ 200.319 and 200.320. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids, or requests for proposals must be excluded from competing for such procurements.

Some situations considered restrictive of competition include, but are not limited to:

- Placing unreasonable requirements on firms in order for them to qualify to do business;
- Requiring unnecessary experience and excessive bonding;
- Noncompetitive pricing practices between firms or between affiliated companies;
- Noncompetitive contracts to consultants that are on retainer contracts;
- Organizational conflicts of interest;
- Specifying only a “brand name” product instead of allowing an “equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- Any arbitrary action in the procurement process.

There are specific circumstances in which noncompetitive procurement can be used.

Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:

- Micro-purchases;
- The item is available only from a single source;
- The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;
- The federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from Belton Preparatory Academy; or
- After solicitation of a number of sources, competition is determined inadequate.

When using federal funds, the following must also be met to ensure adequate competition:

- **Geographical Preferences Prohibited:** Belton Preparatory Academy must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable federal statutes expressly mandate or encourage geographic preference. When contracting for architectural and engineering (A/E)

services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

- **Domestic Preference for Procurement:** Belton Preparatory Academy, to the greatest extent practicable, provides a preference for the purchase or acquisition of goods and products produced in the United States. The District includes this preference in all contracts and purchase orders for work or products using federal funds.
- **Prohibition on Certain Telecommunications Companies:** Belton Preparatory Academy will not procure, enter into a contract to procure, or extend or renew a contract to procure covered telecommunications and video surveillance equipment or services described in Public Law 115-232, section 889. Covered telecommunications and video surveillance equipment or services are those produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company, or any subsidiary or affiliate of such entities. 2 C.F.R. § 200.216. To ensure compliance, the Institute will check SAM.gov and make certain the vendor for telecommunications and video surveillance equipment is not excluded under this prohibition.
- **Never Contract with the Enemy:** Belton Preparatory Academy complies with the regulations implementing Never Contract with the Enemy in 2 CFR Part 183, prohibiting contracts, grants, and cooperative agreements that exceed \$50,000, are performed outside the U.S. and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities. 2 C.F.R. § 200.215.
- **Prequalified Lists:** Belton Preparatory Academy must ensure that all prequalified lists of persons, firms, or products used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the District must not preclude potential bidders from qualifying during the solicitation period.

Public Notice

Public notice of the invitation for proposal shall be given. Such notice may include publication on Belton Preparatory Academy's website. Proposal time will be set to provide vendors a reasonable amount of time to prepare their proposals. A minimum of ten (10) days shall be provided by Belton Preparatory Academy.

Bid Opening

Proposals over \$50,000 shall be publicly opened, but only the names of the offerors shall be disclosed at the proposal opening. Contents of competing proposals shall not be disclosed during the process of opening or negotiation. All proposals shall be recorded at the time of opening and shall be opened for public inspection after contract award. Proprietary or confidential information marked as such in each proposal shall not be disclosed without written consent of the offeror.

Request for Qualifications

Prior to soliciting proposals, and after giving adequate public notice, Belton Preparatory Academy may issue a request for qualifications, experience, and ability to perform the requirements of the contract from prospective offerors. At a minimum, the request shall contain a description of the goods or services to be solicited by the invitation for proposal and the general scope of the work. The request shall also contain the deadline for submission of information and how prospective offerors may apply for consideration.

After Belton Preparatory Academy receives the responses, it will rank prospective offerors from most qualified to least qualified on the basis of the information provided. Belton Preparatory Academy shall then invite vendors from at least the top two prospective offerors.

Negotiations with Responsible Offerors and Revisions to Proposals

As provided in the Request for Proposals, negotiations may be conducted with any offeror submitting a proposal appearing to be eligible for contract award pursuant to the selection criteria set forth in the Request for Proposals. All apparently eligible offerors shall be afforded the opportunity to submit best and final proposals if negotiations with any other offeror result in a material alteration to the Request for Proposals and such an alteration has a cost consequence that may alter the order of offerors' price quotations contained in their initial proposals. In conducting negotiations, there shall be no disclosure of information derived from proposals submitted by any competing offerors.

Evaluation

The Request for Proposals shall state the evaluation factors in relative order of importance. Price may not be an initial evaluation factor. Each responsive and responsible offeror's proposal shall be evaluated. The proposals shall then be ranked in accordance with the results of such evaluation.

Award

The award shall be made to the responsible offeror whose proposal is determined in writing to be most advantageous to Belton Preparatory Academy, taking into consideration the evaluation factors set forth in the Request for Proposals. No other factors or criteria shall be used in the evaluation. The contract file shall contain the basis on which the award is made.

Contracts

All contracts must be approved by the CEO upon execution. Contracts may be amended upon the approval of the CEO and the CFO. Belton Preparatory Academy will maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders, including compliance with Davis-Bacon should a construction contract be in excess of \$2,000.00.

All vendors will be verified to be in good standing using SAM.gov. Vendors not in good standing, who have been debarred, or who are in danger of debarment will not be utilized.

Approved 10/09/2018

Modified 08/19/2020

Modified 1/19/2022

Modified 5/17/2023

Modified 06/21/2023

Modified 08/16/2023

Modified 02/25/2026

Travel and Meals Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 07/01/2019

Travel and transportation at the expense of Belton Preparatory Academy will be authorized only when officially justified and by means that meet State and Federal Government requirements consistent with good management practices. The School Leader is empowered to make non-material modifications to Institute policies without additional approval of the Board of Directors.

All Belton Preparatory Academy travel expenses must be approved by the School Leader prior to purchase.

PROCEDURE

General Information

The following procedures have been established for travel and expenses. If federal funds are being used for travel and expenses, additional measures will be taken as outlined in this document.

TRAVEL ADVANCES (PRIOR TRIP EXPENSES)

Registration

Belton Preparatory Academy will pay the registration fee in advance for attendance at all approved conference(s), seminar(s), or workshop(s). Any meal included in the registration fee cannot be claimed on an expense report, even if the traveler chooses not to partake of the meal. An itinerary should be attached to all expense reports that request per diem.

Transportation

All flights should be booked in advance using a Belton Preparatory Academy credit card. If the traveler elects to book flight expenses on a personal credit card, the traveler will not be reimbursed for flight expenses until returning from travel. When purchasing flights, employees may choose a transferable or refundable rate.

Lodging

Belton Preparatory Academy will pay for hotel lodging in advance for attendance at approved conference(s), seminar(s), or workshop(s). All lodging should be booked using a Belton Preparatory Academy-owned credit card. If the traveler elects to book lodging expenses on a personal credit card, the traveler will not be reimbursed for lodging expenses until returning from travel.

Hotel expenses for one-day meetings will not be reimbursed unless arrangements have been pre-approved by the School Leader. Hotel lodging may be paid for the night before a one-day or multiple-day conference, seminar, or workshop only if the employee cannot travel to the conference on time if departing by 8:00 a.m.

Staff members must check the maximum funds that can be expended for lodging using the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

If the hotel/lodging is at the same location as the conference, seminar, or workshop, the total amount of the hotel/lodging will be allowed upon approval by the School Leader and Finance Office.

If the hotel/lodging is not at the location of, or provided by, the conference, seminar, or workshop, the staff member must indicate this on the Travel Authorization Form and obtain approval from the School Leader and Finance Office.

For staff members who live more than 50 miles from the Belton Preparatory Academy office, overnight lodging related to job duties must receive prior written permission from the Director and the CEO. Lodging will be approved on a case-by-case basis. Approval will be based, in whole or in part, on the employee's well-being and safety and on maximizing staff time in the service of Belton Preparatory Academy schools.

TRAVEL EXPENSES (POST-TRIP REIMBURSEMENTS)

Per Diem

Per diems will be permitted as follows if the itinerary does not state that meals will be included in the registration fee.

Meal	Depart Before	Return After	In-State	Out-of-State
Breakfast	6:30 a.m.	11:00 a.m.	\$8.00	\$10.00
Lunch	11:00 a.m.	1:30 p.m.	\$10.00	\$15.00
Dinner	5:15 p.m.	8:30 p.m.	\$17.00	\$25.00
Maximum Daily Allowance			\$35.00	\$50.00

Mileage Reimbursement

Belton Preparatory Academy will reimburse mileage when travel exceeds 50 miles round trip. Mileage will not be reimbursed for staff members traveling within 50 miles round trip in the

ordinary conduct of their job duties. Only employees who receive a waiver for the 50-mile requirement may seek reimbursement for travel of less than 50 miles round trip.

Mileage will not be reimbursed for employees traveling to the Columbia office regardless of their home location.

Reimbursement for mileage will be allowed for the use of an employee's personal vehicle while on approved Institute business. The travel reimbursement rate is subject to the GSA rate. The mileage rate may be reviewed yearly, and updates may be made when needed.

For employees attending a one-day or multi-day conference/workshop, mileage will not be reimbursed for driving from a hotel to the conference or for travel to obtain meals unless approved in writing by the School Leader.

Staff members who are required to work after 5:00 p.m. to attend a scheduled meeting for Belton Preparatory Academy, visit schools to attend school board meetings, or attend other school events after their regular work hours of 8:00 a.m. to 5:00 p.m. may seek reimbursement for an in-state per diem meal. Staff must provide the agenda/program or meeting invitation along with the approval of the School Leader to seek reimbursement. Federal funds will not be used for these expenses.

When possible, staff members are expected to travel as a group when multiple members are traveling to the same destination.

Staff members are encouraged to use a car rental service for any travel of more than 130 miles round trip. Round-trip calculation is per day. For example, a three-day conference in Myrtle Beach (300 miles round trip from Columbia) would not be eligible for a car rental because the total distance traveled is less than 390 miles (130 miles per day $\times$ 3 days).

Enterprise Car Rental Information

ACCOUNT NUMBER: _____

ACCOUNT: Belton Preparatory Academy

Traveling Covered by Federal Funds

Staff members traveling on federal program projects will follow the same Institute mileage policy in addition to the following:

- If expenses will be paid by federal funds for lodging, staff must check the maximum funds that can be expended for lodging using the U.S. General Services Administration website: <https://www.gsa.gov/travel/plan-book/per-diem-rates>.

If the hotel/lodging is at the same location as the conference, seminar, or workshop, the total amount of the hotel/lodging will be allowed upon approval by the Federal Programs and Finance Office.

If the hotel/lodging is not at the same location as the conference, seminar, or workshop, the staff member must indicate this on the Travel Authorization Form and obtain approval from the Federal Programs and Finance Office.

Driving in Lieu of Airline Travel

When the most economical means of transportation is an airline flight and the employee elects to travel by personal vehicle, mileage reimbursement will not exceed the price of airfare, taxes, and fees for a round-trip coach ticket at the time of completing the Pre-Authorization Request. The staff member must provide documentation showing the cost of airfare at the time of the request.

Family/Friends Accompanying Employee

If an employee is accompanied by family or friends on an authorized business trip, only the authorized expenses directly attributed to the employee will be reimbursed.

Documentation of Expenses

Employees must provide documentation for the following expenses, as applicable:

- Program/Agenda of the meeting
- Pre-Authorization Form
- Belton Preparatory Academy Expense Reimbursement Form
- Signature of the immediate supervisor
- Signature of the respective federal programs contact, as applicable
- Signature of the School Leader
- Travel map summary showing the number of miles
- Receipts
- Hotel/Motel receipt with a "\$0" balance
- Registration receipt
- Parking receipts
- Boat or train fare receipt
- Air transportation receipt
- Toll receipts
- Bus ticket
- Taxi/ride-share receipt
- Rental car receipt and gas receipt for the rental car

Prohibited Reimbursements

Employees will not be reimbursed for the following expenses:

- Entertainment expenses (i.e., in-room movies)
- Alcoholic beverages
- Tobacco products

Belton Preparatory Academy Credit Card Usage During Travel

Allowable expenses that may be made with the Belton Preparatory Academy Credit Card include gas for a rental car, baggage fees, transportation, and pre-approved transaction(s).

Food, alcoholic beverages, tobacco products, and luxury accommodations that are unnecessary or unjustified in the performance of travel are not considered acceptable or allowable expenses.

All receipts for transactions made with the credit card during travel must be submitted, along with the Expense Reimbursement Form with appropriate signatures, to the Finance Office upon returning from the trip.

Staff Reimbursement Process

- The employee is responsible for completing the Expense Reimbursement Form within 10 business days from the date of purchase.
- The employee will submit the completed reimbursement form to the Finance Department.
- The Finance Department will verify the information on the form.
- The Finance Department will collect the School Leader's signature on the verified Expense Reimbursement Form.
- The fiscal coordinator will submit the approved Expense Reimbursement Form to the Finance Department for final approval and payment.

Approved 10/09/2018

Modified 08/19/2020

Modified 02/25/2026

Signature and Requisition Authority Policy and Procedures

OFFICE OF RESPONSIBILITY: Finance

EFFECTIVE DATE: 07/01/2018

POLICY

This Policy is intended to ensure that commitments of Belton Preparatory Academy resources are properly reviewed and approved by authorized employees. The Policy identifies which Belton Preparatory Academy employees are authorized to enter into transactions with external parties on behalf of Belton Preparatory Academy and to submit requisitions for purchases through Belton Preparatory Academy's Procurement Policy. The Superintendent and the Director, with joint agreement, are empowered to make non-material modifications to Belton Preparatory Academy policies without additional approval of the Board of Directors.

PROCEDURES

General Information

Authorized signers and requisitioners under this Policy are responsible for ensuring that:

- Where required, internal review and approval, including approval by the Board of Trustees or a Board committee, if required, have been obtained.
- The transaction and its terms are consistent with Belton Preparatory Academy's program objectives and budgetary authorizations, legal requirements, procurement policies, and the terms of restricted funds, if applicable.
- There is no real or perceived conflict of interest on the part of any individual or organization involved in the transaction or, where a real or perceived conflict of interest does exist, the issue has been resolved prior to entering into the transaction, as required by Belton Preparatory Academy's Conflict of Interest Policy. Resolution of any real or perceived conflict should be documented in writing and kept on file by the responsible department.

Audit Trail

To create an adequate audit trail, approvals shall be memorialized in a memorandum, email, or other document that is maintained with the file concerning the transaction. Such documents should be stored and retained, whether in paper or electronic form, by the responsible department and the Finance Office.

Unauthorized Signers and Requisitioners

Individuals who purport to enter into contracts or financial commitments on behalf of Belton Preparatory Academy without authority may be personally liable for such contracts or commitments, whether oral or written. Individuals who enter into unauthorized contracts or commitments may also be subject to disciplinary action.

Delegations of Signature

Except as specified in this Policy, the Chief Executive Officer holds signature and requisition authority with respect to all educational, financial, and administrative matters pertaining to Belton Preparatory Academy and may delegate such authority to other administrators for specified transactions.

All delegations of signature and requisition authority by the CEO must be in writing. All designees must follow up verbally with the CEO to prevent fraud and/or scams.

Authority delegated to employees under this Policy may also be exercised by higher-level employees to whom the designated employees report.

Emergency Delegations

To prevent delays in obtaining approvals when the CEO is not available for extended periods, the following administrators may designate other administrators to exercise their authority under this Policy during their temporary absence:

- Director
- Chief Finance Officer
- Director of Human Resources

Provision

All persons designated as having signature authority under this Policy are thereby authorized to execute, acknowledge, and deliver to external parties, in the name and on behalf of Belton Preparatory Academy, any and all agreements, documents, or other instruments that they determine to be necessary or appropriate to carry out the transactions authorized thereby.

Approved 12/11/2018**Modified 08/19/2020**