

## **Employee Policy Guide Wallace Stegner Academy**

Welcome to Wallace Stegner Academy (the “School”). To answer some of the questions you may have concerning the School and its policies, we have written this Policy Guide. Please read it thoroughly and retain it for future reference. The policies stated in this Policy Guide are guidelines only and are subject to change at the sole discretion of the School, as are all other policies, procedures, benefits, and other programs of the School. From time to time, you may receive updated information concerning changes in policy. If you have any questions regarding any policies, please ask the School Administrator, an HR representative from Academica West, or contact Helpside Benefits, Inc. (“Helpside”) for assistance.

The School has a business relationship with Helpside. Helpside is a Professional Employer Organization that has contractually assumed substantial employer rights, responsibilities, and risks. This situation creates a shared or co-employment relationship between Helpside, the School and you, the employee.

Under this contractual arrangement, employment responsibilities are shared or allocated between Helpside and the School. The School retains essential management control over the end-product of the work performed by the employees, and Helpside pays and reports wages and employment taxes and assumes responsibility for a wide range of employer responsibilities and risks.

This employee Policy Guide was developed to describe some of the expectations of School employees and to outline some important policies, programs, and also benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee Policy Guide as soon as possible; it will answer many questions about employment with the School and Helpside.

This Policy Guide is provided to inform and acquaint employees with the School and with the School’s policies, procedures, and practices. The School may change any of its policies, procedures, benefits or other matters described in this Policy Guide or elsewhere with or without notice, at the sole option of the School, without prior consultation with or agreement by any employee. Neither this Policy Guide, employment with the School, nor the maintenance of supervisory or other policies or procedures shall be construed as constituting a promise from or contract of any kind with the School, either express or implied, regarding any of the matters addressed in any such handbooks or policies. **Although it is intended that the relationship between the School and its employees will grow and be in the best interests of both the employee and the School, all employees are employed for an indefinite period in an at-will capacity. This means that both the School and its employees retain the right to end or terminate the employment relationship at any time, with or without notice, and for any reason or for no reason at all.** No supervisor, manager, or representative of the School, other than the School’s Board of Directors, has the authority to enter into any contract or agreement with you of any kind, including but not limited to for employment for any specific duration or to make any commitments contrary to the at-will nature of employment. Only a separate, express written agreement signed by the School’s Board of Directors and designated as an employment contract may create any such contract and change the at-will nature of the employment relationship.

We wish you the best of luck and success in your position and hope that your employment relationship with the School will be a rewarding experience.

### **Equal Employment Opportunity**

The School provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, the School complies with

applicable state and local laws governing nondiscrimination in employment. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leave of absence, compensation, and training.

### **Zero-Tolerance for Harassment**

The School has adopted a policy of “zero-tolerance” with respect to unlawful employee harassment. The School expressly prohibits any form of unlawful employee harassment based on race, color, religion, sex, national origin, age, disability, status as a Vietnam-era or special disabled veteran, or status in any group protected by state or local law. Improper interference with the ability of the School employees to perform their expected job duties is not tolerated.

With respect to sexual harassment, the School prohibits the following:

1. Unwelcome sexual advances, requests for sexual favors, and all other verbal or physical conduct of a sexual or otherwise offensive nature, especially where:
  - Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
  - Submission to or rejection of such conduct is used as the basis for decisions affecting an individual’s employment; or
  - Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive working environment.
2. Offensive comments, jokes, innuendos, and other sexually oriented statements.

**Types of harassment** – Sexual harassment constitutes a form of sexual discrimination under Title VII of the Civil Rights Act of 1964. The EEOC and the federal courts have recognized two distinct types of sexual harassment: “quid pro quo” and “hostile environment” harassment.

- “Quid pro quo” harassment occurs when an aspect of a person’s job is conditioned on his or her accepting the sexual advances or conduct of another worker, the individual refuses, and the threat is carried out.
- “Hostile environment” harassment occurs when an employee is subjected to a severe or pervasive pattern of unwelcome, sexually-related conduct in the workplace that creates a hostile, intimidating, or offensive work environment. It should be noted, however, that sexually harassing conduct need not be of a specifically sexual nature, it need only be gender-based.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone’s neck or shoulders, stroking someone’s hair, or brushing against another’s body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone’s “personal space.”
- Whistling at another person.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.

- Offensive E-mail or voice-mail messages.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.
- Any other conduct or behavior deemed inappropriate by the School.

### **Complaint Procedure**

Each member of management is responsible for creating an atmosphere free of discrimination and harassment, sexual or otherwise. Further, employees are responsible for respecting the rights of their coworkers.

If you experience any job-related harassment based on your sex, race, national origin, disability, religion, or another factor, or believe you have been treated in an unlawful, discriminatory manner, promptly report the incident to your Administrator, who will investigate the matter and take appropriate action, including reporting it to human resources. If for any reason you believe it would be inappropriate to discuss the matter with your Administrator, you may bypass your Administrator and report it directly to the Board of Directors, the HR representative at Academica West, or to the vice president of human resources at Helpside (801-443-1090), who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

The School and Helpside will determine, in its sole discretion, what appropriate disciplinary action will be taken against the offending employee up to, and including, termination of employment.

The School prohibits any form of retaliation against any employee for filing a complaint under this policy or for assisting in a complaint investigation.

### **Dating Between Employees**

The School has adopted this policy in recognition of its responsibility to provide guidelines on romantic and sexual relationships with other employees and to caution employees about the potential problems posed by such relationships. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. They can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate relationship.

The School does not prohibit consensual romantic relationships between employees, but it does impose the following restrictions:

- The School strongly discourages supervisory personnel from engaging in romantic or sexual relationships with subordinates and requires the supervisor or manager to disclose the existence of such a relationship. Additionally, supervisors and managers are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship.
- All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or distractions that interfere with other employees' productivity.

Any romantic relationship between a supervisor and subordinate employee must be disclosed by the supervisor to the Administrator, or to the next highest individual in the supervisory chain of command (likely the Board President). The Administrator must assess the situation and make a recommendation to resolve any actual or potential conflict of interest or impropriety created by the relationship. The recommendation can require the non-supervisory employee to transfer to another department or facility, if possible. If a transfer is not possible, the dating couple can be required to determine which partner will resign. If a transfer to another facility or department is possible, the supervisor-partner is prohibited from having any involvement in professional decision-making affecting the partner who transfers.

Failure to make required disclosures or comply with a recommendation to resolve a conflict with this policy can result in discipline up to and including termination of employment.

### **Benefit New Hire Waiting Period**

All new hires are required to wait until the first of the month following sixty (60) days of full-time employment before qualifying for benefits.

During the benefit new hire waiting period, new employees are eligible only for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may be eligible for other benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

### **Eligibility for Group Health Insurance Benefits**

Only full-time employees are eligible to participate in group health insurance plan(s) sponsored by Helpside. Part-time employees are not eligible to receive group health insurance benefits.

Part-time employees are those employees, whether paid a salary or on an hourly basis, that are not regularly scheduled to work over thirty (30) hours per week and whose hours vary throughout the course of the school year based on the School's needs.

### **Immigration Law Compliance**

The School is committed to employing only United States citizens and aliens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the School within the past three years, or if their previous I-9 is no longer retained or valid. The School participates in the E-Verify Program.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Helpside. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

In the event that an employee does not complete the required paperwork for employment, the employee will be required to report to Helpside to complete the necessary paperwork and receive any checks being held there.

## **Employment of Relatives**

The School permits the employment of qualified relatives of employees as long as such employment does not, in the opinion of the School, create actual or perceived conflicts of interest. For purposes of this policy, “relative” is a spouse, child, parent, sibling, grandparent, grandchild, aunt, uncle, first cousin, or corresponding in-law or “step” relation. The School will exercise sound business judgment in the placement of related employees in accordance with the following guidelines:

- Individuals who are related by blood or marriage are permitted to work in the same location, provided no direct reporting or supervisory/management relationship exists. That is, no employee is permitted to work within the “chain of command” of a relative such that one relative’s work responsibilities, salary, or career progress could be influenced by the other relative.
- No relatives are permitted to work in the same department or in any other positions in which the School believes an inherent conflict of interest may exist.
- In addition, the School recognizes that at times, employees and their “close friends,” “domestic partners,” or “significant others” may be assigned to positions that create a coworker or supervisor- subordinate relationship. The School will, in its discretion, exercise sound judgment with respect to the placement of employees in these situations in order to avoid the creation of a conflict or the appearance of a conflict of interest, avoid favoritism or the appearance of favoritism, and decrease the likelihood of sexual harassment in the workplace.

This policy applies to all categories of employment at the School, including regular, temporary, and part-time classifications.

## **Personnel Files**

The School maintains personnel files on each employee. These files contain documentation regarding all aspects of the employee’s tenure with the School, such as performance appraisals, beneficiary designation forms, disciplinary warning-notices, and letters of commendation. You may review your personnel file on an annual basis. If you are interested in reviewing your file, contact your Administrator.

To ensure that your personnel file is up-to-date at all times, notify your Administrator or Helpside of changes in your name, telephone number, home address, marital status, number of dependents, beneficiary designations, scholastic achievements, the individuals to notify in case of an emergency, and so forth.

## **Individuals with Disabilities**

The School complies with the Americans with Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities. The School also attempts to provide reasonable accommodation for such individuals in accordance with these laws. The School will evaluate the feasibility of a requested accommodation in light of the ADA’s guidelines, and determine whether such accommodation will create an undue hardship. It is the School’s policy to, without limitation:

1. Ensure that qualified individuals with disabilities are treated in a nondiscriminatory manner in the pre-employment process and that they are treated in a nondiscriminatory manner in all terms, conditions, and privileges of employment.
2. Administer medical examinations (a) to applicants only after conditional offers of employment have been extended and (b) to employees only when justified by business necessity, such as for a second medical opinion or a fitness-for-duty exam.

3. Keep all medical-related information confidential in accordance with the requirements of the ADA and retain such information in separate confidential files.
4. Provide applicants and employees with disabilities with reasonable accommodation, except where such an accommodation would create an undue hardship on the School.
5. Notify individuals with disabilities that the School provides reasonable accommodation to qualified individuals with disabilities, by including this policy in the School's Policy Guide and by posting the EEOC's poster on not discriminating against individuals with disabilities and other protected groups conspicuously at the School's facilities.

#### Procedure for Requesting an Accommodation

Qualified individuals with disabilities may make requests for reasonable accommodation to the School's Administrator and/or Board of Directors. On receipt of an accommodation request, the Administrator will meet with the requesting individual to discuss and identify the precise limitations resulting from the disability and the potential accommodation that the School might make to help overcome those limitations.

The Administrator, in conjunction with Helpside and, if necessary, appropriate management representatives identified as having a need to know, will determine the feasibility of the requested accommodation, considering various factors, including, but not limited to, the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, the School's overall financial resources and organization, and the accommodation's impact on the operation of the School, including its impact on the ability of other employees to perform their duties and on the School's ability to conduct business.

#### **Accommodations Related to Pregnancy**

Under Utah law, employees have the right to receive reasonable accommodations related to pregnancy, childbirth, breastfeeding, or related conditions unless the accommodation would create an undue hardship on the operations of the employer.

#### **Breastfeeding**

The School supports its employees who need to breastfeed or express milk for their child during normal work hours. The School will follow Utah Code § 34-49-101 *et seq.* with respect to nursing mothers in the workplace. All School employees who are nursing mothers will be provided the following accommodations unless doing so would create an undue hardship for the School:

- For at least one (1) year after the birth of the employee's child, reasonable breaks each time the employee needs to breastfeed or express milk. If possible, such breaks will run concurrent with any other break period otherwise provided to the employee.
- A private room or other location in close proximity to the employee's work area in which to breastfeed or express milk. The room or location will not be a bathroom or toilet stall, but will be a room or location that is clean, sanitary, and available during the employee's designated breaks, and that has an electrical outlet.
- Access to a clean and well-maintained refrigerator or freezer for the temporary storage of the employee's breast milk.

Employees who are nursing mothers should contact one of the School's Administrators. The Administrator will consult with the employee to determine the employee's break times. The

Administrator will also explain to the employee specifics about how the School will comply with the accommodation requirements described above.

### **Classifications of Employment**

For purposes of salary administration and eligibility for overtime payments and employee benefits, the School classifies its employees and other workers as follows:

- **Full-time regular employees.** Employees hired to work a normal, full-time, at least thirty (30) hour workweek on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- **Part-time regular employees.** Employees hired to work fewer than thirty (30) hours per week on a regular basis. Such employees may be “exempt” or “nonexempt” as defined below.
- **Temporary or Seasonal employees.** Employees engaged to work full time or part time on the School’s payroll with the understanding that their employment will be terminated no later than on completion of a specific assignment or their employment is seasonal and not year-round. (Note that a temporary employee may be offered and may accept a new temporary assignment with the School and thus still retain temporary status.) Such employees may be “exempt” or “nonexempt” as defined below. (Note that employees hired from temporary employment agencies for specific assignments are employees of the respective agency and not of the School.)
- **Nonexempt employees.** Employees who are required to be paid overtime at the rate of time and one half (i.e., one-and-one-half times) their regular rate of pay for all hours worked beyond forty (40) hours in a workweek, in accordance with applicable federal wage and hour laws.
- **Exempt employees.** Employees who are not required to be paid overtime, in accordance with applicable federal wage and hour laws, for work performed beyond forty (40) hours in a workweek. Executives, professional employees, outside sales representatives, and certain employees in administrative positions and some computer professionals are typically exempt.

You will be informed of your initial employment classification and of your status as an exempt or nonexempt employee during your orientation session. If you change positions during your employment as a result of a promotion, transfer, or otherwise, you will be informed of any change in your exemption status.

Please direct any questions regarding your employment classification or exemption status to your Administrator or to Helpside.

### **Non-Exempt Employee Volunteering at the School**

Although the School appreciates the willingness of non-exempt employees to volunteer their time to the School, all employees who desire to volunteer time must receive prior approval from the School’s Administrator. The volunteer work must satisfy the following conditions: All volunteer work: (i) shall be clearly outside the employee’s regular duties and regular hours; (ii) shall be donated for civic or charitable reasons; (iii) shall be done without pressure or coercion from the employer; and (iv) shall be made without the promise, expectation, or receipt of compensation. In compliance with the Fair Labor Standards Act (FLSA), the School will pay for any work performed during or in addition to the employee’s scheduled time. However, non-exempt employees that attempt to volunteer time without the prior written consent described herein may be subject to appropriate disciplinary action.

## **Work Hours**

Work hours can vary. Your Administrator will explain your schedule to you. For payroll purposes, the School work week begins Saturday morning at 12:01 a.m. and ends the next Friday night at 12 Midnight.

## **Recording Work Hours**

It is the policy of the School to comply with applicable laws that require records to be maintained of the hours worked by our nonexempt (non-salaried) employees. To ensure that accurate records are kept of the hours you actually work (including overtime hours where applicable), and to ensure that you are paid in a timely manner, you will be required to record your time worked and your absences on the School's official time record forms for hourly employees. After reviewing the form and resolving any discrepancies, your Administrator will sign the form and forward it to payroll for processing.

Please ensure that your actual hours worked and leave time taken are recorded accurately. Falsifying a time record is a breach of the School policy and is grounds for disciplinary action, including termination on the first offense.

## **Regular Pay Procedures**

Your Administrator will explain our payroll schedule to you. If a scheduled payday falls on a Saturday, Sunday, or school holiday, or a vacation / break, you will usually be paid on the day preceding the weekend or holiday. All required deductions, such as for federal, state, and local taxes, and all authorized voluntary deductions, such as for health insurance contributions, will be withheld automatically from your paychecks.

Please review your paycheck for errors. If you find a mistake, report it to your Administrator immediately. Your Administrator will assist you in taking the steps necessary to correct the error.

In the event your paycheck is lost or stolen, please notify your Administrator immediately. Your Administrator will, in turn, notify Helpside who will attempt to put a stop-payment notice on your check. If we are able to do so, you will be issued another check and may be charged a stop-payment and replacement fee. Unfortunately, however, the School is unable to take responsibility for lost or stolen paychecks, and if we are unable to stop payment on your check, you alone will be responsible for such loss.

## **Overtime Pay Procedures**

Generally, the School does not offer or require any employee to work overtime. Hourly employees are hired on the basis of an agreed amount of hours per week. Employees must receive authorization from the Administrator prior to working more than your normally scheduled hours in a work week. Failure to obtain prior approval for such additional hours may be cause for discipline.

## **Holiday Pay for Hourly Employees**

Employees who are paid on an hourly basis and who are regularly scheduled to work five (5) or more hours per day will not be paid for holidays during their first full year of employment with the School but will be paid during subsequent years for the holidays set forth below at their regular rate of pay for the number of hours that they are typically scheduled to work.



The holidays for which employees may be paid are: Thanksgiving Day, Christmas Day, New Year's Day, Labor Day, and Memorial Day.

### **Safe Harbor Statement for FLSA Compliance**

Generally, employees who are in the exempt category cannot have their pay reduced when the employee works less than the normal work week. However, the Department of Labor has made some exceptions to this rule, for example, absence from work for one (1) or more full days for personal reason, other than sickness or disability; absence from work for one (1) or more full days due to sickness or disability if the deductions are made under a bona fide plan, policy or practice of providing wage replacement benefits for these types of absences; to offset any amounts received as payment for jury fees, witness fees, or military pay; penalties imposed in good faith for violating safety rules of "major significance"; unpaid disciplinary suspension of one (1) or more full days imposed in good faith for violations of workplace conduct rules; proportionate part of an employee's full salary may be paid for time actually worked in first and last weeks of employment; and unpaid leave taken pursuant to the Family and Medical Leave Act.

The School intends to never take an improper deduction from an exempt employee's pay. If an exempt employee believes that the School has taken an improper deduction from any paycheck, the employee should notify the Administrator in order to let the School know that the employee believes an error has been made and why. After determining why the deduction has been made and supplying the employee with the documentation to support the reason behind the deduction, the deduction will either be affirmed or reversed. If the School has made an error, the employee will be repaid the deduction within forty-eight (48) hours.

### **Performance Reviews**

To ensure that you perform your job to the best of your abilities, it is important that you be recognized for good performance and that you receive appropriate suggestions for improvement when necessary.

Consistent with this goal, your performance will be evaluated by your Administrator on an ongoing basis. You will also receive periodic written evaluations of your performance.

If you have not received a performance review, it is your responsibility to notify your Administrator in writing about this matter. This will help us ensure the performance review process is administered in a timely manner.

All written performance reviews will be based on your overall performance in relation to your job responsibilities and will also take into account your conduct, demeanor, and record of attendance and tardiness.

A review is not a contract or a commitment to provide a salary or other form of compensation adjustment, a promotion, a bonus, continued employment, or retention. A review is only one of several factors that the organization uses in making these and other employment decisions. Any comments made on your review by your Administrator or other School representatives, or statements made by such individuals during any discussions regarding the review, or your performance or future, including during any coaching or counseling session, should not be construed as a promise or guarantee, since circumstances, such as business conditions, and your performance, may change in the future.

In addition to the regular performance evaluations described above, special written performance evaluations may be conducted by the Administrator at any time to advise you of the existence of performance or disciplinary problems.

## **FMLA Eligibility Requirements**

Businesses with more than 50 employees within a 75 mile radius, or organizations that are associated with a Professional Employer Organization (like Helpside Benefits) are required to comply with the rules associated with the Family Medical Leave Act ("FMLA").

The School will comply with the FMLA implementing Regulations currently in effect. The School posts the mandatory FMLA Notice and upon hire provides all new employees with notices required by the U.S. Department of Labor (DOL) on Employee Rights and Responsibilities under the FMLA in the employee break room.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

If you have any questions, concerns, or disputes with this policy, you must contact the School Administrator and the Academics West HR representative.

### **A. General Provisions**

Under this policy, the School will grant up to twelve (12) weeks (or up to twenty-six (26) weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

### **B. Eligibility**

To qualify to take family or medical leave under this policy, the employee must meet all of the following conditions:

1. The employee must have worked for the School for twelve (12) months or fifty-two (52) weeks. The twelve (12) months or fifty-two (52) weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.
2. The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

### **C. Type of Leave Covered**

To qualify as FMLA leave under this policy, the employee must be taking leave for one of the reasons listed below:

1. The birth of a child and in order to care for that child.
2. The placement of a child for adoption or foster care and to care for the newly placed child.
3. To care for a spouse, child or parent with a serious health condition (described below).
4. The serious health condition (described below) of the employee.

An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

A serious health condition is defined as a condition that requires inpatient care at a hospital, hospice or residential medical care facility, including any period of incapacity or any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

This policy covers illnesses of a serious and long-term nature, resulting in recurring or lengthy absences. Generally, a chronic or long-term health condition that would result in a period of three (3) consecutive days of incapacity with the first visit to the health care provider within seven (7) days of the onset of the incapacity and a second visit within thirty (30) days of the incapacity would be considered a serious health condition. For chronic conditions requiring periodic health care visits for treatment, such visits must take place at least twice a year.

Employees with questions about what illnesses are covered under this FMLA policy or under the School's sick leave policy are encouraged to consult with the Academics West HR representative.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the School may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

5. Qualifying exigency leave for families of members of the National Guard and Reserves when the covered military member is on active duty or called to active duty in support of a contingency operation.

An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to twelve (12) weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following: 1) short-notice deployment, 2) military events and activities, 3) child care and school activities, 4) financial and legal arrangements, 5) counseling, 6) rest and recuperation, 7) post-deployment activities and 8) additional activities that arise out of active duty, provided that the employer and employee agree, including agreement on timing and duration of the leave.

The leave may commence as soon as the individual receives the call-up notice. Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

6. Military caregiver leave (also known as covered service member leave) to care for an ill or injured service member.

This leave may extend to up to twenty-six (26) weeks in a single 12-month period for an employee to care for a spouse, son, daughter, parent or next of kin covered service member with a serious illness or injury incurred in the line of duty on active duty. Next of kin is defined as the closest blood relative of the injured or recovering service member.

D. Amount of Leave

An eligible employee can take up to twelve (12) weeks for the FMLA circumstances (1) through (5) above during any 12-month period. The School will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the School will compute the amount of leave the employee has taken under this policy in the last twelve (12) months and subtract it from the twelve (12) weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to twenty-six (26) weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the School will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of twenty-six (26) weeks available.

If a husband and wife both work for the School and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of twelve (12) weeks of leave. If a husband and wife both work for the School and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of twenty-six (26) weeks of leave.

E. Employee Status and Benefits During Leave

While an employee is on leave, the School will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the School will require the employee to reimburse the School the amount it paid for the employee's health insurance premium during the leave period.

Under current School policy, the employee may pay a portion of his/her health insurance premium. While on paid leave, the School will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. The payment must be received in the Academica West Accounting Department by the tenth day of each month. If the payment is more than thirty (30) days late, the employee's health insurance coverage may be dropped for the duration of the leave. The School will provide fifteen (15) days' notification prior to the employee's loss of coverage.

If the employee contributes to a life insurance or disability plan, the School will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the School may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the School may discontinue coverage during the leave. If the School maintains coverage, the School may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

F. Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one that is virtually identical in terms of pay, benefits and working conditions. The School may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

G. Use of Paid and Unpaid Leave

An employee who is approved to take FMLA leave will receive paid FMLA leave for up to six (6) weeks (thirty (30) workdays) of the employee's FMLA leave. Paid FMLA leave is in addition to an employee's regular paid time off ("PTO"). However, an employee who is taking FMLA leave must use all of the employee's available PTO prior to being eligible for and receiving paid FMLA leave. In addition, an employee who is taking FMLA leave must use all available PTO and paid FMLA leave prior to being eligible for unpaid FMLA leave. PTO used during FMLA leave will run concurrently with FMLA leave but will not be charged against any paid FMLA leave available to the employee.

To the extent applicable, disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, if the School elects to provide six (6) weeks of pregnancy disability leave, the six (6) weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement.

An employee who is using military FMLA leave for a qualifying exigency must use all available PTO and paid FMLA leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all available PTO and paid FMLA leave prior to being eligible for unpaid leave.

An employee may not donate his or her FMLA leave (paid or unpaid) to another employee.

Leave granted to an employee under the School's Paid Parental and Postpartum Recovery Leave Policy will run concurrently with any FMLA leave taken during the same time period. Therefore, if an employee is eligible for both paid parental and/or postpartum recovery leave and paid FMLA leave, the total amount of paid leave received by the employee shall not exceed the employee's regular salary.

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in twelve (12) consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of twelve (12) workweeks (or twenty-six (26) workweeks to care for an injured or ill service member over a 12-month period).

The School may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

For the birth, adoption or foster care of a child, the School and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule. Leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

If the employee is taking leave for a serious health condition or because of the serious health condition of a family member, the employee should try to reach agreement with the School before taking intermittent leave or working a reduced hour schedule. If this is not possible, then the employee must prove that the use of the leave is medically necessary.

#### I. Certification for the Employee's Serious Health Condition

The School requires certification for the employee's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Employee's Serious Health Condition (<http://www.dol.gov/esa/whd/forms/WH-380-E.pdf>).

The School may directly contact the employee's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The School will not use the employee's direct supervisor for this contact. Before the School makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the School will obtain the employee's permission for clarification of individually identifiable health information.

The School has the right to ask for a second opinion if it has reason to doubt the certification. The School will pay for the employee to get a certification from a second doctor, which the School will select. The School may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the School will require the opinion of a third doctor. The School and the employee will mutually select the third doctor, and the School will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

#### J. Certification for the Family Member's Serious Health Condition

The School will require certification for the family member's serious health condition. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. Medical certification will be provided using the DOL Certification of Health Care Provider for Family Member's Serious Health Condition (<http://www.dol.gov/esa/whd/forms/WH-380-F.pdf>).

The School may directly contact the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. The School will not use the employee's direct supervisor for this contact. Before the School makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the School will obtain the employee's family member's permission for clarification of individually identifiable health information.

The School has the right to ask for a second opinion if it has reason to doubt the certification. The School will pay for the employee's family member to get a certification from a second doctor, which the School will select. The School may deny FMLA leave to an employee whose family member refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original certification and the second opinion, the School will require the opinion of a third doctor. The School and the employee will mutually select the third doctor, and the School will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

K. Certification of Qualifying Exigency for Military Family Leave

The School will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification of Qualifying Exigency for Military Family Leave (<http://www.dol.gov/esa/whd/forms/WH-384.pdf>).

L. Certification for Serious Injury or Illness of Covered Servicemember for Military Family Leave

The School will require certification for the serious injury or illness of the covered servicemember. The employee must respond to such a request within fifteen (15) days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave. This certification will be provided using the DOL Certification for Serious Injury or Illness of Covered Service member (<http://www.dol.gov/esa/whd/forms/WH-385.pdf>).

M. Recertification

The School may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every thirty (30) days and only when circumstances have changed significantly, or if the employee receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the School may request recertification for the serious health condition of the employee or the employee's family member every six (6) months in connection with an FMLA absence. The School may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

N. Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the Administrator. Within five (5) business days after the employee has provided this notice, the Academics West HR representative will complete and provide the employee with the DOL Notice of Eligibility and Rights (<http://www.dol.gov/esa/whd/fmla/finalrule/WH381.pdf>).

When the need for the leave is foreseeable, the employee must provide the employer with at least thirty (30) days' notice. When an employee becomes aware of a need for FMLA leave less than thirty (30) days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the School's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

O. Designation of FMLA Leave

Within five (5) business days after the employee has submitted the appropriate certification form, the HR manager will complete and provide the employee with a written response to the employee's request for FMLA leave using the DOL Designation Notice (<http://www.dol.gov/esa/whd/forms/WH-382.pdf>).

P. Intent to Return to Work From FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, the School may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

### **Personal Leaves of Absence**

In very special circumstances, the School may grant a leave for a personal reason, but never for taking employment elsewhere or going into business for yourself. Employees should request an unpaid personal leave of absence from the Administrator. A personal leave of absence must not interfere with the operations of the School. If the Administrator feels the leave would interfere with the overall performance of the School, personal leave may be denied.

A personal leave of absence may be granted for up to thirty (30) days. If your leave is extended for more than thirty (30) days, vacation and other benefits will no longer continue. Failure to return from a leave at the time agreed will result in termination of employment. Unless the leave is protected by some other law (i.e., FMLA or USERRA), there is no job guarantee upon returning from such leave.

Taking other employment while on any leave of absence (including FMLA leave) will result in the termination of employment.

### **Military Leaves of Absence**

Leaves of absence without pay for military or Reserve duty are granted to full-time regular and part-time regular employees. If you are called to active military duty or to Reserve or National Guard training, or if you volunteer for the same, you should notify your Administrator and submit copies of your military orders to him or her as soon as is practicable. You will be granted a military leave of absence without pay for the period of military service, in accordance with applicable federal and state laws. If you are a reservist or a member of the National Guard, you are granted time off without pay for required military training. Your eligibility for reinstatement after your military duty or training is completed is determined in accordance with applicable federal and state laws.

### **Bereavement Leave**

If you are a full-time regular employee and a death occurs in your family, you will be compensated for time lost from your regular work schedule in accordance with the following guidelines.

You will be granted up to five (5) days off work with pay in the event of the death of your spouse, child, parent, or sibling; up to three (3) days in the event of the death of your father-in-law, mother-in-law, son-in-law, daughter-in-law, or grandchild; and one (1) day in the event of the death of a grandparent or pet. Part-time and temporary employees will be granted five (5) days off without pay.

### **Jury Duty**

Employees will be paid for time that they are required to take off in order to serve on a jury. Employees will not be required to take PTO in order to serve on a jury.



## **Paid Time Off (PTO)**

Because we recognize the importance of personal time off in providing the opportunity for rest, recreation, sick days, and personal activities, the School grants annual PTO to its full-time regular employees (TA's and Part-time / Temporary employees do not receive any PTO).

### *PTO Carryover*

PTO may be taken at any point during the year, with approval from your Administrator. Carry over and pay out of PTO will be according to the provisions of your current employment agreement.

### *PTO / Vacation Scheduling*

PTO may be taken as weekly periods or as individual days as long as the periods chosen meet with the Administrator's approval. Given the nature of your job, you should submit a PTO request to your Administrator at least four (4) weeks before the date you wish your PTO to begin. The Administrator has the right to accept or reject PTO requests during the school year.

### *Donating PTO*

You can voluntarily donate your PTO days to other employees of the School in accordance with the following rules:

1. An employee may donate his or her PTO days to another specified employee.
2. Employees may only donate time from their current PTO balance.
3. All donated PTO must be made in full-day increments.
4. Once donated PTO has been transferred to the recipient's PTO balance, the donor has no rights to that PTO for any reason. Approved donations will be immediately deducted from the donor's PTO balance and credited to the recipient's PTO balance.
5. An employee's decision to donate PTO should be an individual and personal decision and is completely voluntary.
6. All PTO donations must be approved by the Administrator. Employees desiring to donate PTO to another employee must submit a completed Employee Donation of PTO Form (provided by the School) to the Administrator identifying the recipient, the number of PTO days donated, the date of donation, and an acknowledgment of the employee's remaining days after the donation. Both the Administrator and employee will sign the Employee Donation of PTO Form. Requests that do not meet the conditions of this policy will be denied.
7. The Administrator will coordinate with the School's management company to assure proper documentation of these transactions. The Administrator will notify the donor and the recipient after the transaction has occurred.
8. This policy does not apply to any paid FMLA leave provided by the School to an employee. An employee may not donate his or her paid FMLA leave to another employee.

## **Workers' Compensation Insurance**

You are covered by workers' compensation insurance in order to provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness. The amount of benefits payable and the duration of payment depend on the nature of your injury or illness. In general, however, all medical expenses incurred in connection with an injury or illness are paid in full, and partial salary payments are provided beginning with the fourth consecutive day of your absence from work.

If you are injured or become ill on the job, you must immediately report such injury or illness to your Administrator. This ensures that the School can assist you in obtaining appropriate medical treatment. Your failure to follow this procedure may result in the appropriate workers' compensation report not being filed in accordance with the law, which may consequently jeopardize your right to benefits in connection with the injury or illness.

Questions regarding workers' compensation insurance should be directed to your Administrator, the Academica West HR representative, or Helpside.

## **EMPLOYEE CONDUCT**

### **Job Duties and Responsibilities**

Employees are required to perform the job duties and responsibilities applicable to them as set forth in Exhibit 1 of this Policy Guide.

### **Personal Appearance and Demeanor**

Discretion in style of dress and behavior is essential to the efficient operation of the School. Employees are therefore required to dress in appropriate business attire and to behave in a professional, businesslike manner. Please use good judgment in your choice of work clothes and remember to conduct yourself at all times in a way that best represents you and the School.

Employees are required to keep their work environment clean and orderly. Before departing at the end of their workday, employees should secure all files and cabinets and clear all work materials from desk surfaces, especially materials of a sensitive or confidential nature.

Employees failing to adhere to proper the School standards with respect to appearance and demeanor are subject to disciplinary action.

### **Absenteeism and Tardiness**

The School expects all employees to assume diligent responsibility for their attendance and promptness.

If you are unable to work because of illness, you must notify your Administrator by 7:00 am on each day of your absence unless you are granted an authorized medical leave, in which case different notification procedures apply. Having a spouse or other family member or friend notify your Administrator is not acceptable notification.

If you are absent for more than three consecutive workdays, a statement from a physician may be required before you will be permitted to return to work. In such instances, the School also reserves the right to require you to submit to an examination by a physician designated by the School at its discretion. In addition, the School may require you either to submit a statement from your physician or to be examined by a school-designated physician in other instances at its discretion, such as where attendance abuse is suspected (e.g., where an employee's record indicates a pattern of short absences and/or frequent absences before or after holidays and weekends).

If you are absent for three or more consecutive days and do not call your Administrator to report your acceptable reason for being absent, it may be assumed you decided to terminate your employment with the School (voluntary resignation).

Absenteeism or tardiness that is unexcused or excessive in the judgment of the School is grounds for disciplinary action, up to and including termination.

### **Medical Recommendations for Students**

In compliance with state law, Teachers, Instructors and Administrators are not to give medical recommendations for students to their parents or guardians. Specific behaviors demonstrated within the classroom by the student may be described and outlined by School personnel. A recommendation for specific treatment or recommendation of a psychotropic drug is prohibited and is grounds for immediate termination. See your Administrator for acceptable practices in relaying performance and behavior-related matters regarding students to their parents or guardians.

### **Guidelines for Appropriate Conduct**

As an integral member of the School team, you are expected to accept certain responsibilities, adhere to acceptable business principles in matters of personal conduct, and exhibit a high degree of personal integrity at all times. This not only involves sincere respect for the rights and feelings of others but also demands that both in your business and in your personal life you refrain from any behavior that might be harmful to you, your coworkers, and/or the School, or that might be viewed unfavorably by current or potential students or parents or by the public at large.

Whether you are on or off duty, your conduct reflects on the School. You are, consequently, encouraged to observe the highest standards of professionalism at all times.

Listed below are some of the rules of conduct for the School. This list is not all-inclusive. Types of behavior and conduct that the School considers inappropriate and which could lead to disciplinary action up to and including termination of employment without prior warning, at the sole discretion of the School, include but are not limited to, the following:

1. Falsifying employment or other the School records;
2. Violating the School's nondiscrimination and/or sexual harassment policy;
3. Soliciting or accepting gratuities (*This does not include simple gifts from students*).
4. Establishing a pattern of excessive absenteeism or tardiness;
5. Engaging in excessive, unnecessary, or unauthorized use of the School's supplies, particularly for personal purposes;
6. Reporting to work intoxicated or under the influence of non-prescribed drugs;
7. Illegally manufacturing, possessing, using, selling, distributing, or transporting drugs;
8. Bringing or using alcoholic beverages on School property or using alcoholic beverages while engaged in the School business off School's premises, except where authorized;
9. Fighting or using obscene, abusive, or threatening language or gestures;
10. Stealing property from coworkers, student, volunteers or the School;
11. Having unauthorized firearms on the School premises or while on the School business;
12. Disregarding safety or security regulations;
13. Engaging in insubordination;
14. Failing to maintain the confidentiality of the School or student information; and
15. Using school time and/or computers to access and view pornographic or otherwise inappropriate web sites.

If your performance, work habits, overall attitude, conduct, or demeanor becomes unsatisfactory in the judgment of the School, based on violations either of the above or of any other the School policies, rules, or regulations, you will be subject to disciplinary action, up to and including termination.

This list is not exhaustive, and enumerating these items does not preclude termination for any cause not prohibited by law or for no cause.

### **Complaint Resolution Procedure**

Misunderstandings or conflicts can arise in any organization. To ensure effective working relations, it is important that such matters be resolved before serious problems develop. Most incidents resolve themselves naturally; however, if a situation persists that you believe is detrimental to you or to the School, you should follow the Staff Grievance Policy adopted by the Board of Directors.

The School does not tolerate any form of retaliation against employees availing themselves of this procedure. The procedure should not be construed, however, as preventing, limiting, or delaying the School from taking disciplinary action against any individual, up to and including termination, in circumstances (such as those involving problems of overall performance, conduct, attitude, or demeanor) where the School deems disciplinary action appropriate.

### **Confidentiality of Information**

It is the policy of the School to ensure that the operations, activities, and business affairs of the School and our students are kept confidential to the greatest possible extent. If, during their employment, employees acquire confidential or proprietary information about the School and its students, such information is to be handled in strict confidence and not to be discussed with outsiders. Employees are also responsible for the internal security of such information.

Employees found to be violating this policy are subject to disciplinary action, up to and including termination, and may also be subject to civil and/or criminal penalties for violations of, among other things, applicable laws.

Employees must abide by the Employee Confidentiality Agreement included with this Policy Guide in Exhibit 2.

### **Workplace Searches**

To safeguard the property of our employees, our students, and the School, and to help prevent the possession, sale, and use of illegal drugs on the School's premises, in keeping with the spirit and intent of the School's drug-free campus policy, the School reserves the right to question employees and all other persons entering and leaving our premises, and to inspect any packages, parcels, purses, handbags, briefcases, lunchboxes, or any other possessions or articles carried to and from the School's property. In addition, the School reserves the right to search any employee's office, desk, files, locker, or any other area or article on our premises. It should be noted that all offices, desks, files, lockers, and so forth, are the property of the School and are issued for the use of employees only during their employment with the School. Inspections may be conducted at any time at the discretion of the School.

In conjunction with implementing this policy, the School may post notices in conspicuous places in our facilities informing all employees, prospective employees, students, visitors, and all other persons of the School's policy and right to question individuals and conduct inspections. **Employees, prospective employees, students, visitors, vendors, etc. should have no expectations of privacy.**

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy will not be permitted to enter the premises. Employees working on or entering or leaving the premises

who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property, unauthorized firearms or weapons, or illegal drugs, will be sent immediately to the Administrator and may be subject to disciplinary action up to and including termination if on investigation they are found to be in violation of the School's security procedures or any other School rules and regulations.

### **Electronic and Telephonic Communications**

Use of the School's electronic resources is subject to the School's Electronic Resources Policy.

### **Solicitations and Distribution of Literature**

In the interest of maintaining a proper business and educational environment and preventing interference with work and inconvenience to others, employees may not distribute literature or printed materials of any kind, sell merchandise, solicit financial contributions, or solicit for any other cause during working time.

Employees who are not on working time (e.g., those on lunch hour or breaks) may not solicit employees who are on working time for any cause or distribute literature of any kind to them. This policy also prohibits solicitations via the School's E-mail and other telephonic communication systems. Furthermore, employees may not distribute literature or printed material of any kind in working areas at any time.

Non-employees are likewise prohibited from distributing material or soliciting employees on the School premises at any time without the prior approval of the Administrator.

### **Smoking**

In accordance with the Utah Indoor Clean Air Act, smoking on School grounds (whether inside the School building or outside on School property) is strictly prohibited. "Smoking" is broadly defined in Utah Code § 26-38-2 and includes, but is not limited to, using any lighted or heated cigar, cigarette, pipe, or hookah containing tobacco or other products, or using an electronic cigarette.

### **Drug-Free Campus**

It is the policy of the School to create a drug-free campus in keeping with the spirit and intent of the Drug-Free Campus Act of 1988. The use of controlled substances is inconsistent with the behavior expected of employees, subjects all employees and visitors to our facilities to unacceptable safety risks, and undermines the School's ability to operate effectively and efficiently. The unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance on School property or while engaged in the School business off the School's premises is strictly prohibited. Such conduct is also prohibited during nonworking time to the extent that, in the opinion of the School, it impairs an employee's ability to perform on the job or threatens the reputation or integrity of the School.

Employees arrested or convicted of controlled substance-related violations outside of the workplace, including pleas of nolo contendere (i.e., no contest), must inform the School in accordance with the School's Arrest Reporting Policy and other applicable law. Employees who violate any aspect of this policy may be subject to disciplinary action up to and including termination. At its discretion, the School may require employees who violate this policy to successfully complete a drug abuse assistance or rehabilitation program as a condition of continued employment.

The School reserves the right to require employees to undergo appropriate tests designed to detect the presence of alcohol, illegal drugs, or other controlled substances where it has reason to believe that an

employee may be under the influence of any of these substances. Refusal to consent to such a test may result in disciplinary action up to and including termination.

Every employee, when beginning employment, receives a basic Policy Guide (produced by Helpside) in their new employee orientation packet that includes the Alcohol and Drug policy. If you have not received a copy of the policy or have any questions about it you may call Helpside.

### **Safety and Health**

The School is committed to providing a safe and healthful working environment. The School strives to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

The School's policy is aimed at minimizing the exposure of our employees, students, and other visitors to health or safety risks. To accomplish this objective, all the School employees are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

The responsibilities of all employees of the School in this regard include:

1. Exercising maximum care and good judgment at all times to prevent accidents and injuries;
2. Reporting to the Administrator and seeking first aid for all injuries, regardless of how minor;
3. Reporting unsafe conditions, equipment, or practices to the Administrator;
4. Using safety equipment provided by the School at all times;
5. Observing conscientiously all safety rules and regulations at all times; and
6. Notifying their Administrator, before the beginning of the workday, of any medication they are taking that may cause drowsiness or other side effects that could lead to injury to them and their coworkers.

### **Workplace Violence**

The School is concerned about the increased violence in society, which has also filtered into many workplaces throughout the United States, and has taken steps to help prevent incidents of violence from occurring at the School. It is the policy of the School to expressly prohibit any acts or threats of violence by any School employee or former employee against any other employee in or about the School's facilities or elsewhere at any time. The School will not condone any acts or threats of violence against the School's employees, students, or visitors on the School's premises or while they are engaged in business with or on behalf of the School, on or off the School's premises.

In keeping with the spirit and intent of this policy, and to ensure that the School's objectives in this regard are attained, it is the commitment of the School:

1. To provide a safe and healthful work environment, in accordance with the School's safety and health policy.
2. To take prompt remedial action up to and including immediate termination, against any employee who engages in any threatening behavior or acts of violence or who uses any obscene, abusive, or threatening language or gestures to other employees, students or parents.
3. To take appropriate action when dealing with students, former employees, or visitors to the School's facilities who engage in such behavior. Such action may include notifying the police or other law enforcement personnel and prosecuting violators of this policy to the maximum extent of the law depending on the action.

4. To prohibit employees, former employees, students, and visitors from bringing unauthorized firearms or other weapons onto the School's premises.
5. To establish viable security measures to ensure that the School's facilities are safe and secure to the maximum extent possible and to properly handle access to School facilities by the public, off-duty employees, and former employees.

In furtherance of this policy, employees have a "duty to warn" the Administrator or Board members (in the listed order) of any suspicious workplace activity or situations or incidents that they observe or that they are aware of that involve other employees, former employees, students, parents, or visitors and that appear problematic. This includes, for example, threats or acts of violence, aggressive behavior, offensive acts, threatening or offensive comments or remarks, and the like. Employee reports made pursuant to this policy will be held in confidence to the maximum possible extent. The School will not condone any form of retaliation against any employee for making a report under this policy.

### **Termination of Employment**

Employees desiring to terminate their employment relationship with the School are urged to notify the School at least two (2) weeks in advance of their intended termination. Such notice should preferably be given in writing to the Administrator. Proper notice generally allows the School sufficient time to calculate all accrued paid time off (if applicable) as well as other monies to which you may be entitled and to include such monies in your final paycheck. Without proper notice, however, you may have to wait until after the end of the next normal pay period to receive such payments.

Employees who plan to retire are urged to provide the School with a minimum of two (2) months' notice. This will allow ample time for the processing of appropriate forms to ensure that any retirement benefits to which an employee may be entitled commence in a timely manner.

**As mentioned elsewhere in this Policy Guide, all employment relationships with the School are on an at-will basis.** Thus, although the School hopes that our relationships with employees are long term and mutually rewarding, **the School reserves the right to terminate the employment relationship at any time, with or without cause or notice.**

Exit interviews with the Administrator, Academica West, and/or Helpside may be scheduled for outgoing employees after an Administrator receives a notice of resignation or intent to retire and for employees whose termination is initiated by the School. The purposes of these interviews are to review eligibility for benefit continuation and conversion, to ensure that all necessary forms are completed, to collect all the School property that may be in the employee's possession (e.g., the School credit cards and keys), and to provide employees with an opportunity to discuss their job-related experiences.

### **Emergency Medical Procedure**

The School endeavors to provide a safe and healthful working environment for all employees. However, the School realizes that despite maintaining such an environment, sudden illnesses and injuries may occur. If you discover an injured or ill employee, do not move the employee; instead, contact the Administrator, security, or another responsible employee immediately. The Administrator or an employee certified in CPR or trained to administer first aid will render necessary first aid treatment and determine the need for an ambulance. If you are asked to call 911 for an ambulance, inform the 911 operator of the nature of the emergency and of the address and directions to the facility. After the ambulance arrives and the injured or ill employee is being treated, the Administrator, Academica West, or Helpside will notify the employee's family and determine if it is necessary for a representative of the School to accompany the employee in the ambulance.

## **Garnishments and Support Orders**

The School's policy is to comply with all valid claims against the wages of employees. If a wage garnishment, child support order, or some other legally valid claim is received by the School against your wages, the School will comply with the order. While you may attempt to work out your financial difficulties with your creditor in such situations, the School will be required to comply with the provisions of the garnishment notice or order, as soon as practicable after it is received, to ensure its compliance with applicable law.

## **Loans**

The School expects all of its employees to be responsible in managing their financial affairs. It is the policy of the School not to loan money or advance salary to any of its employees.

## **Loyalty to the School; Non-disparagement**

The School Administration strives to do everything it can to improve working conditions for employees and to make our School the employer of choice in our community, but we need your cooperation and suggestions to accomplish this. In return, we all owe our complete loyalty to the School. We should do all we can to maintain quality services to our students, respect the rights of others, and, importantly, we should always speak well of the organization that hands us our pay check each pay day. Loyalty to the School includes loyalty to our students and clients. Employees who disparage the School or its employees to others, either orally or in writing, are subject to discipline.

## **Media Inquiries**

From time to time, as an employee of the School, you may receive inquiries from the media (e.g., newspapers, television stations, radio stations, magazines, or other periodicals). To ensure that the School maintains the appropriate public image and that communications to the media are accurate and in line with applicable School policy, if you are contacted by the media, you should refer the individual making the inquiry to the School's Administrator. Academica West should be notified immediately in the event any incident could receive media attention. Only the Administrator or other individual authorized by the Board of Directors is authorized to give statements to any representative of the media.

## **Moonlighting**

Although the School expects you to devote your primary efforts towards your duties and responsibilities with us, you may engage in outside employment with the prior approval of the Administrator. Generally, outside employment will be approved if it:

- Does not conflict with your responsibilities at the School as required in your position;
- Does not interfere with your performance at the School;
- Does not prove detrimental to the interests of the School;
- Does not involve a conflict of interest or the appearance of a conflict of interest (such as working for a competitor or vendor); and
- Does not involve the use of confidential or proprietary information of the School or its students.

Before you serve as a paid officer, director, or advisor for another company, the School must determine that your accepting such a role is in the best interests of the School. Such determinations will be made by the Administrator.



Any issues regarding any outside employment you may be contemplating should be resolved prior to your accepting such employment

### **Personal Telephone Calls**

Open lines of communication are critical to the success of the School's business. As such, our telephones should generally be used for authorized School business only. Of course, we recognize that family emergencies may occur from time to time; in such instances, use of the telephones for personal matters is permitted.

The School has implemented a telephone tracking system which tracks both outgoing and incoming calls by telephone number. This system is designed to prevent abuse.

We urge you to ask your family members and friends not to call you at work unless it is an emergency. Your cooperation in this regard is appreciated. Excessive use of personal cellular phone for personal matters while on duty is prohibited – this includes text messaging or any other use that would distract from your primary responsibilities while on duty.

### **Reference Inquiries**

From time to time, the School may receive inquiries from third parties regarding employees, such as a bank verifying employment for an employee applying for a mortgage or personal loan. All requests for reference information should be directed to the Administrator, Academics West, or Helpside. Normally, the School will respond only to written inquiries. If a telephone reference inquiry is received, human resources will typically only verify whether an individual is employed or no longer employed and will inform the caller that he or she must submit a written request for additional information. The School reserves the right to release any information it deems appropriate in its discretion without authorization. Most states now have "immunity for reference" laws that give employers and former employers the ability to reveal your work history and behavior to third parties.

### **Return of School Property**

Employees are responsible for all School materials, including, but not limited to, all books, computers, software, data, files, or written information issued to them, developed or prepared by them, or in their possession or control. All such School property must be returned by employees to the Administrator on or before their last day of work, or at any other time as requested by the School. Failure to do so will result in the value of such items being withheld from your last paycheck or other legal action.

### **Use of School Equipment**

School equipment such as telephones, copy machines, faxes, computers, postage meters, etc. are to be used for business purposes only and are not available for personal use, except where authorized in advance by appropriate managerial personnel.

### **Visitors to Campus**

For safety and security reasons, personal visits to the School's campus and offices by relatives, friends, and former employees are discouraged. Visitors of any kind who enter our facilities, including parents and prospective students and families, must first report in at the front office.

Visitors must comply with all School policies, including safety and security regulations. Employees who are serving as escorts for any visitors are responsible for assisting visitors with compliance. Any noncompliance must be reported to the Administrator.

### **Voting Time**

The School encourages all employees to fulfill their civic responsibilities and to vote in all official public elections. Generally, your working hours are such that you will have ample time to cast your vote before or after working hours. However, if you find yourself with insufficient time to vote due to overtime work, etc., please discuss the matter with your Administrator. The School complies with all applicable voting-time laws of the states and municipalities in which its facilities and offices are located.

### **Copyright**

Employees must comply with federal and state copyright laws. It is illegal for anyone to violate any of the rights provided by the copyright laws. These rights, however, are not unlimited in scope. One major limitation is the doctrine of fair use, a legal principle that provides certain limitations on the exclusive rights of the copyright holders to allow limited use of a copyrighted work without permission for educational purposes. Fair use is important to the educational community because it provides substantial - but not unlimited - latitude to educators. If you have any questions about whether a certain activity violates copyright law, you should discuss the situation with the Administrator.

### **Work for Hire**

When an employee has created a work within the scope of their employment, the work is considered a "work made for hire," and the employer - not the creator - owns the work.

## ACKNOWLEDGEMENT OF EMPLOYEE POLICY GUIDE

This employee Policy Guide describes important information about the School and its policies. I understand that I should consult with my Administrator or Helpside concerning any questions not answered in the Policy Guide. I have entered into my employment relationship with the School voluntarily and acknowledge that there is no specific length of employment. Accordingly, either I or the School, or those designated by the School, can terminate the employment relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described in the employee Policy Guide are necessarily subject to change, I acknowledge that revisions to the Policy Guide and benefits may occur, however, the policy of employment-at-will is not subject to change. Changes may be communicated through official notices, and I understand that revised information, policies, benefits, etc., may supersede, modify, or eliminate existing policies and benefits. This edition of the Policy Guide supersedes all previous guide editions.

**Furthermore, I acknowledge that this Policy Guide is not a contract for employment and understand my employment is at-will and can be terminated at any time by the School or the employee with or without cause or advance notice.**

I have received the Policy Guide, including the drug and alcohol policy and Exhibit 1 (Job Duties and Responsibilities) and Exhibit 2 (Employee Confidentiality Agreement) to the Policy Guide. I promise to read and abide by the Policy Guide and to abide by other policies of the School not included in the Policy Guide. I further understand that failure to comply with policies within the Policy Guide or other School policies may result in termination of my employment.

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Print Name

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Date

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Signature

# **EXHIBIT 1**

## **JOB DUTIES AND RESPONSIBILITIES**

This exhibit provides a description of various job duties and responsibilities of Wallace Stegner Academy (the “School”) employees. It provides a list of job duties and responsibilities applicable to all employees as well as additional duties and responsibilities that pertain to specific employee positions. These descriptions are not meant to be an exhaustive list of employee job duties and responsibilities. They are provided for employee information purposes only and, importantly, do not alter the **at-will** nature of the employment relationship.

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#### **Job Duties and Responsibilities Applicable to:**

##### **All Employees**

1. The Employee shall perform the duties and responsibilities that are usual and customary to the position at Wallace Stegner Academy (the “School”).
2. The Employee shall use his/her best efforts in serving the School.
3. The Employee shall support the School’s policies, curriculum, mission, administration, and Board of Directors.

4. The Employee may not engage in any outside employment that would negatively impact his/her ability to perform these duties and responsibilities or adversely reflect upon the School.
5. The Employee shall refrain from using the School's name, image, or likeness for any purpose without the express permission of the Director or Board of Directors.
6. The Employee shall act in a professional, respectful manner whenever conducting School business, or when it is reasonably expected the Employee would be viewed as a representative of the School, whether the Employee is on or off School grounds. The Employee shall also maintain a positive attitude and demeanor at all times when representing the School, both on School property and off School grounds.
7. The Employee shall practice high standards of ethical behavior in accordance with all applicable ethical standards, including but not limited to the ethical standards set forth in law, Utah State Board of Education rule, and the School's Ethics Policy.
8. The Employee shall obtain a background check prior to commencement of any duties.
9. The Employee shall dress in professional attire when performing his/her duties and otherwise representing the School.
10. The Employee shall comply with all of the policies set forth in the School's handbooks issued by both the School and Helpside and any other policies and procedures established by the Director or Board of Directors.
11. The Employee shall comply with all applicable state and federal laws in connection with the performance of his/her duties.
12. The Employee shall maintain in the strictest of confidence all personal information regarding any students or employees of the School.
13. The Employee shall work under the direction of the Director and any other supervisor assigned by the Director.
14. The Employee shall perform additional duties as assigned by the Director.

#### **Assistant Administrators**

1. Hours of employment are to be determined by the School's Director. Unless instructed otherwise by the Director, the Employee is expected to be at School in accordance with the School calendar approved by the Board. The Employee is expected to work daily from the onset of the school day to at least one hour after dismissal, except on occasions when meetings, workshops, involvement with parent groups, or school activities, may require additional or evening hours. Summer hours may be limited to full-time days.
2. The Employee shall attend and demonstrate support for school-sponsored events.
3. The Employee shall assist the Director in the creation, development, and implementation curriculum for the School as instructed by the Director.

4. The Employee shall assist the Director in administering the School's educational program through strong instructional leadership and commitment to the School's mission.
5. The Employee shall assist the Director in the preparation of registration materials.
6. The Employee shall assist the Director in the preparation of class and student schedules.
7. The Employee shall assist the Director in coordinating fire drills and establishing rules and procedures for emergency dismissal.
8. As requested by the Director, the Employee shall meet and interact with other administrators, students, parents, and representatives of community organizations to help promote the School's goals.
9. As requested by the Director, the Employee will take part in interviewing, hiring, evaluating, disciplining, and discharging faculty and staff.
10. The Employee shall assist the Director in working with teachers to develop and maintain high curriculum standards, develop mission statements, and set performance goals and objectives.
11. As requested by the Director, the Employee shall conduct teacher observations and evaluations.
12. The Employee shall assist the Director in ensuring that all teachers obtain and maintain required certifications and licenses.
13. The Employee shall assist the Director in the development of staff morale.
14. The Employee shall assist the Director in taking reasonable steps to ensure the safety of students on the school ground and to maintain a safe learning environment for students.
15. The Employee shall assist the Director in monitoring students' educational progress.
16. The Employee shall assist the Director in managing counseling and other ancillary student services.
17. The Employee shall assist the Director in ensuring that students meet or exceed national and state academic standards.
18. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, modeling, discussing, and actively engaging in professional development activities.

### **Secretaries**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall assist in the formulation of office policies and operations; ensure personnel practices are in compliance with School regulations; assist and provide input to determine strategic

objectives for the School; interpret office and School policies and advises staff and students on their provisions.

3. As assigned by the Director, the Employee shall assist in and provide input in determining strategic objectives for the School, including research, trend analysis, and compilation and preparation of reports; assist with program/project development.
4. As assigned by the Director, the Employee shall assist with professional development planning, have signatory authority for various personnel transactions, oversee and/or process employment documents, and provide information on administrative procedures and requirements to staff.
5. As assigned by the Director, the Employee shall research, report, analyze, compile, and/or complete information for surveys and accreditation; direct the information gathering for the school; manage the use of computerized information systems within the school.
6. As assigned by the Director, the Employee shall administer building security and safety procedures as appropriate to the operating environment; develop procedures to control and assign building and/or office space and equipment.
7. The Employee shall answer phones, create and maintain school schedule, including parent/teacher conference schedules.
8. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engaging in professional development activities.

### **Teachers**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as established by the Director; as set forth in the School's Teacher Handbook, as it may be amended or updated from time to time; and in accordance with the requirements of the Utah State Board of Education.
3. The Employee shall develop lesson plans, which must be submitted to the Director in advance each Monday or the 1<sup>st</sup> day of each school week.
4. The Employee shall attend a one-week workshop prior to the commencement of the school year and other professional development activities throughout the school year without additional compensation.
5. The Employee shall assist in drop-off and pick-up duties at the School as assigned by the Director.
6. The Employee shall be duly certified and qualified to perform as an educator within the State of Utah. The Employee must also meet the requirements for Highly Qualified status as defined by federal law.
7. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engaging in professional development activities.

### **Teacher Assistants**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as established by the Director and in accordance with the Utah State Office of Education's requirements.
3. The Employee shall assist the head teacher by:
  - reinforcing concepts introduced during the lesson plan
  - emphasizing relevance of course content
  - directing students to additional resources
  - answering questions
  - stimulating interest and enthusiasm
  - encouraging student initiative
  - interpreting and enforcing course policies
  - counseling students
  - evaluating students
  - maintaining clear and complete records
4. The Employee shall assist in the implementation of lesson plans provided by the head teacher or Director.
5. The Employee will assist in pick-up and drop-off and/or in recess duty as assigned by the Director.
6. The Employee shall be duly certified and qualified to perform as a Teacher's Assistant within the State of Utah.

### **Substitute Teachers**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as established by the Director; as set forth in the School's Teacher Handbook, as it may be amended or updated from time to time; and in accordance with the requirements of the Utah State Office of Education.
3. The Employee shall assist in drop-off and pick-up duties at the School as assigned by the Director.

### **Technology Specialists**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as set forth in the School's Employee Handbook and in accordance with the Utah State Office of Education's requirements.



3. The Employee will assist in pick-up/drop-off and recess duty as assigned by the Director.
4. The Employee will assist the Director in the development, revision, and implementation of the School technology plan.
5. The Employee shall assist the teachers by:
 

<ul style="list-style-type: none"> <li>• reinforcing concepts introduced during the lesson plan</li> <li>• emphasizing relevance of course content</li> <li>• directing students to additional resources</li> <li>• answering questions</li> <li>• stimulating interest and enthusiasm</li> </ul>	<ul style="list-style-type: none"> <li>• encouraging student initiative</li> <li>• interpreting and enforcing course policies</li> <li>• counseling students</li> <li>• evaluating students</li> <li>• maintaining clear and complete records</li> </ul>
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6. The Employee shall assist in the implementation of lesson plans following the Utah Common Core.
7. The Employee shall be duly certified and qualified to perform as a Technology Specialist within the State of Utah.

### **Computer Specialists**

1. Hours of employment are to be determined by the Superintendent of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as set forth in the School's Employee Handbook and in accordance with the Utah State Office of Education's requirements.
3. The Employee shall be duly certified and qualified to perform as a Computer Specialist within the State of Utah.
4. The Employee shall follow lesson plans on state computer science objectives.
5. The Employee shall follow the curriculum and track student progress. The Employee shall teach Digital Literacy and monitor student work in class.
6. The Employee shall accurately record time in and out on time sheet located in the office to truly represent hours worked.
7. The Employee shall notify campus administration and office of any absences and if absent over 10 days will have a meeting with administration to determine if they can meet the needs of the position.
8. The Employee shall, if working in Special Education or Title 1 programs, meet federal standards previously used under ESEA (NCLB). Paraprofessionals must have a high school diploma plus one of the following requirements: An associate degree, 48 semester hours or 60 quarter hours of credit, or passing score on the Praxis Paraprofessional exam or similar exam.

### **Media Specialists**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall attend a one-week workshop prior to the commencement of the school year and other training and professional development throughout the school year without additional compensation.
3. The Employee shall assist in drop-off and pick-up duties at the School as assigned by the Director.
4. The Employee shall be duly certified and qualified to perform as a Media Specialist within the State of Utah. Media Specialist must also meet the requirements for Highly Qualified status as defined by federal law.
5. The Employee will perform a variety of technical library functions including the selection, circulation, maintenance and distribution of books, instructional materials, media resources, audio-visual materials and equipment.
6. The Employee shall order library books; order a variety of media materials for computers; process new materials; clean, repair, label and cover existing materials; and discard books according to established guidelines and procedures.
7. The Employee will assist students and teachers in the use of library resources.
8. The Employee shall train and coordinate employees and volunteers in using bar-code systems for circulation of library materials.
9. The Employee shall check books in and out at the circulation desk, process returned books, and place books in the appropriate shelf locations.
10. The Employee shall conduct grade appropriate lessons that are consistent with USBE's library curriculum.
11. The Employee shall maintain discipline and order with respect to the use of library resources.
12. The Employee shall manage library resources in accordance with Northwest Accreditation standards.
13. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engage in professional development activities.

### **Counselors**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.

2. Under the direction of the Director, the Employee will utilize leadership, advocacy, and collaboration, to promote student success, provide preventive services, and respond to identified student needs by implementing a comprehensive school counseling program that addresses academic, career, and personal/social development for all students.
3. The Employee shall attend a one-week workshop prior to the commencement of the school year and other workshops and professional development activities throughout the school year without additional compensation.
4. The Employee shall assist in drop-off and pick-up duties at the School as assigned by the Director.
5. The Employee shall be duly certified and qualified to perform as a Counselor within the State of Utah. The Employee must also meet the requirements for Highly Qualified status as defined by federal law. The Employee shall obtain a background check prior to commencement of any duties.
6. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engage in professional development activities.
7. The Employee shall participate in the development and management of the Comprehensive School Management Program, which may include the following responsibilities:
  - a. Discusses the comprehensive school counseling program with the school administrator.
  - b. Develops and maintains a written plan for effective delivery of the school counseling program based on USBE's Counseling Standard and current individual data.
  - c. Communicates the goals of the comprehensive school counseling program to education stakeholders.
  - d. Maintains current and appropriate resources for education stakeholders.
  - e. Uses the majority of time providing direct services through the Guidance Curriculum, Individual Student Planning and Preventive and Responsive Services and most remaining time in program management, system support and accountability. (National standards recommend 80% of time in Guidance Curriculum, Individual Student Planning and Preventive and Responsive Services and 20% of time in program management, system support and accountability. {American School Counselor Association (2003). The ASCA National Model: A Framework for School Counseling Programs. Alexandria, VA})
8. The Employee shall follow the Guidance Curriculum, which may include the following responsibilities:
  - a. Provides leadership and collaborates with other educators in the school-wide integration of USBE Core Standards.
  - b. Implements developmentally appropriate and prevention-oriented group activities to meet student needs and school goals.
9. The Employee shall conduct individual student planning, which may include the following responsibilities:
  - a. Assists all students, individually or in groups, with developing academic, career and personal/social skills, goals and plans.
  - b. Accurately and appropriately interprets and utilizes student data.
  - c. Collaborates with parents/guardians and educators to assist students with educational and career planning.

10. The Employee shall maintain preventive and responsive services, which may include the following responsibilities:
  - a. Provides individual and group counseling to students with identified concerns and needs.
  - b. Consults and collaborates effectively with parents/guardians, teachers, administrators and other educational/community resources regarding students with identified concerns and needs.
  - c. Implements an effective referral and follow-up process.
  - d. Accurately and appropriately uses assessment procedures for determining and structuring individual and group counseling services.
11. The Employee shall maintain a support system, which may include the following responsibilities:
  - a. Provides appropriate information to staff related to the comprehensive school counseling program.
  - b. Assists teachers, parents/guardians and other stakeholders in interpreting and understanding student data.
  - c. Participates in professional development activities to improve knowledge and skills.
  - d. Uses available technology resources to enhance the school counseling program.
  - e. Adheres to laws, policies, procedures, and ethical standards of the school counseling profession.
12. The Employee shall establish accountability, which may include the following responsibilities:
  - a. Conducts a yearly program audit to review extent of program implementation.
  - b. Collects and analyzes data to guide program direction and emphasis.
  - c. Measures results of the school counseling program activities and shares results as appropriate.

### **Curriculum Directors**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall create, develop, and implement curriculum for the School that is consistent with the School's philosophy and goals.
3. The Employee shall assist the Director with coordination of the accreditation process developing and maintaining high curriculum standards; developing mission/vision and DRSL statements, establishing and facilitating focus groups and setting performance goals and objectives.
4. The Employee shall assist the Director with implementation of curriculum for the School.
5. The Employee shall assist the Director with preparation of yearly academic reports on the accomplishments of the School and make recommendations for the next year according to standards set forth by the School Charter.
6. The Employee shall attend and demonstrate support for school-sponsored events.
7. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engage in professional development activities.

8. The Employee shall support the Director in the development of good staff morale.
9. The Employee shall assist the Director with ensuring students, faculty, and staff are safe on School grounds including assisting with supervision as needed during drop-off and pick-up, lunch, etc.
10. The Employee shall work as a mentor as assigned by the Director.
11. The Employee shall assist the Director with ensuring that students meet or exceed national and state academic standards.

### **Speech Therapists**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform instructional duties as set forth in the School's Teacher Handbook, as it may be amended or updated from time to time, and in accordance with the requirements of the Utah State Office of Education.
3. The Employee shall be duly certified and qualified to perform as a Speech Therapist within the State of Utah. The Employee must also meet the requirements for Highly Qualified status as defined by federal law.
4. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engaging in professional development activities.

### **Occupational Therapists**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall perform duties reasonably required of an Occupational Therapist in a school, including but not limited to the following:
  - a. Conducting screenings and evaluations of students;
  - b. Consulting with parents of students;
  - c. Participating in IEP meetings as a member of the IEP team;
  - d. Providing training for parents and school staff members;
  - e. Providing services to students;
  - f. Monitoring student progress towards goals established in IEPs; and
  - g. Maintaining proper files and records of services provided.
3. The Employee shall be duly certified and qualified to perform as an Occupational Therapist within the State of Utah.

4. The Employee shall endeavor to work collaboratively with colleagues by sharing best practices, mentoring, discussing, modeling, and actively engaging in professional development activities.

### **Nurses**

1. Hours of employment are to be determined by the Principal of the School. School hours are subject to change.
2. School Nurse shall be duly certified and qualified to perform as a School Nurse within the State of Utah.
3. School Nurse shall report concerns regarding students, parents, employees, and curriculum to the Principal or designated person.

### **Recess Monitors**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall supervise and provide a safe environment for students during the recess hours, whether indoors or on the playground.
3. The Employee shall enforce school playground rules and policies.
4. The Employee shall supervise children indoors or on the playground during noon hour.
5. The Employee shall maintain a safe playground environment for children.
6. The Employee shall report all safety concerns to the Director.
7. The Employee shall maintain a high level of ethical behavior and confidentiality.
8. The Employee shall participate in any in-service training as required by the School.

### **Kitchen Managers**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall ensure compliance with State and Federal regulations on meal accountability, adequate service of meals, and quality of production; shall organize distribution of meals and inventory control; and shall act as the School's liaison with USBE on nutrition services.

3. The Employee shall participate in interviewing kitchen help, orient new employees to cafeteria rules, and prepare lunchroom assignments and work schedules.
4. The Employee shall plan menus and conduct kitchen staff meetings on implementation of menus and new recipes; requisition emergency repairs and maintenance of equipment; maintain records; and submit required reports.

### **Kitchen Assistants**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall report concerns regarding students, parents, employees and curriculum to the Director or designated person.
3. The Employee shall assist in ensuring compliance with State and Federal regulations on meal accountability, adequate service of meals, and quality of production; shall organize distribution of meals and inventory control; and shall act as the School's liaison with USBE on nutrition services.
4. The Employee shall maintain a high level of ethical behavior.
5. The Employee shall participate in any training required by the School.

### **Coaches**

1. The Employee shall attend and be on time for practices and games.
2. The Employee shall coach throughout the entire season, including playoffs and championships.

### **Custodians**

1. Hours of employment are to be determined by the Director of the School. School hours are subject to change but will not exceed 8.5 hours per day. On occasion, additional hours may be required for events such as parent-teacher conferences and other school activities and events.
2. The Employee shall carry out assigned cleaning duties for all areas of the school to include cleaning windows inside and outside as necessary, sweeping walks and steps keeping them clear of snow and ice, scrubbing and disinfecting toilets and floors daily and cleaning all sanitary fixtures and drinking fountains daily.
3. The Employee shall move furniture or equipment within the building as required for various activities and as directed.
4. The Employee shall maintain the school grounds in a safe and attractive condition, remove trash, sweep sidewalks, and complete sidewalk snow removal.

5. The Employee shall assist in maintaining a system of building and ground security to include ensuring that the building is secure on non-school days and at other times as assigned and reporting to the Director any damage to school property.
6. The Employee shall reflect an understanding, courteous, and positive attitude toward the students and employees of the school.
7. The Employee shall participate in necessary general repairs as directed by the Director.
8. The Employee shall keep current on and comply with safety and OSHA requirements in connection with performing his/her duties.
9. The Employee shall participate in the general cleaning of the school building, including cleaning and dusting classrooms, corridors, and other spaces as assigned.
10. The Employee shall lift cartons, boxes, and buckets weighing in excess of sixty pounds as well as perform other physical activities requiring a prerequisite amount of strength.



## **EXHIBIT 2**

### **EMPLOYEE CONFIDENTIALITY AGREEMENT**

1. As an employee of Wallace Stegner Academy (the “School”), I understand that I will routinely handle documents that contain sensitive and confidential information. I understand that the student, staff, and faculty records of the School are kept to enhance student care and that the trust of all the School’s students, parents, staff, and faculty is vested in me to hold this information in confidence and not to disclose any information from these records.
2. I hereby agree to conform to these policies and procedures. I understand that various federal and state laws apply to the unauthorized release of confidential information, and that violation of the School’s policies and procedures may also be a violation of these laws. I accept complete responsibility for my own actions, and I understand that if at any time I violate this agreement, I am subject to immediate termination as an employee of the School. I further understand that I am liable for any claim or legal action brought as a result of a breach of this agreement.
3. I hereby agree to not disclose student data and/or student educational records unless authorized by the School.
4. I fully understand and agree to be bound by these requirements in perpetuity and recognize that any unauthorized disclosure of this information is unlawful.