

ACADEMY OF MATHEMATICS AND SCIENCE -
PHOENIX
EMPLOYEE HANDBOOK
2013-2014

TABLE OF CONTENTS

INTRODUCTION	6
RIGHTS AND RESPONSIBILITIES	6
EMPLOYEE RELATIONS	6
EQUAL EMPLOYMENT OPPORTUNITY	6
SEXUAL AND OTHER UNLAWFUL HARASSMENT	7
IMMIGRATION LAW COMPLIANCE	8
AMERICAN DISABILITY ACT COMPLIANCE	8
EMPLOYMENT FOR PERSONS WITH A DISABILITY	8
PUBLIC ACCOMMODATIONS FOR PERSONS WITH A DISABILITY	9
THE EMPLOYER / EMPLOYEE RELATIONSHIP	9
EMPLOYMENT IS "AT-WILL"	9
EMPLOYMENT CATEGORIES	9
LUNCH PERIODS	10
EMPLOYMENT APPLICATIONS AND RÉSUMÉS	10
EMPLOYMENT REFERENCE AND BACKGROUND CHECKS	10
CREDIT REPORT	10
FINGERPRINTING	10
RESIGNATION	10
EMPLOYMENT TERMINATION	10
EMPLOYMENT REFERENCES	11
ACCESS TO PERSONNEL FILES	12
SAFETY	12
PERSONAL SAFETY AND THE SAFETY OF OTHERS	12
SECURITY	12
ANTI-BULLYING ENVIRONMENT	13
SOCIAL MEDIA	13
EMPLOYEES' PERSONAL PROPERTY	13
WEAPONS	13
USE OF SCHOOL PROPERTY	13
LOGO AND LETTERHEAD	13
EQUIPMENT AND VEHICLES	13
RETURN OF PROPERTY	14
USE OF TECHNOLOGY - REQUIREMENTS FOR SAFETY AND SECURITY	14
USE OF PHONE AND E-MAIL	15
USE OF POSTAGE	15

<u>ATTENDANCE</u>	<u>15</u>
GENERAL ATTENDANCE AND PUNCTUALITY	15
TARDINESS	15
MANDATORY EVENTS - TEACHERS	15
<u>COMPENSATION</u>	<u>16</u>
PAYDAYS	16
SICK TIME	16
PAY ADVANCES	16
ADMINISTRATIVE PAY CORRECTIONS	16
PAY DEDUCTIONS	16
TIMESHEETS	16
<u>BENEFITS</u>	<u>16</u>
REGULAR BENEFITS	16
HOLIDAYS	17
WORKERS COMPENSATION INSURANCE	17
CONTINUING EDUCATION	17
OTHER BENEFITS	18
<u>TIME OFF / LEAVE</u>	<u>18</u>
SICK LEAVE	18
VACATION LEAVE AND FLEX DAY	18
LEAVE FORMS	18
INCREMENTAL TIME TRACKING	18
UNPAID SICK TIME	18
COMPENSATION FOR UNUSED SICK / VACATION TIME	19
WELLNESS BONUS	19
REQUESTS FOR SICK AND VACATION LEAVE	19
ABSENCES	19
FAMILY MEDICAL LEAVE ACT (FMLA)	19
BEREAVEMENT LEAVE	21
OTHER LEAVE WITHOUT PAY	21
JURY DUTY	22
<u>PERFORMANCE EVALUATIONS</u>	<u>22</u>

PERFORMANCE EVALUATION POLICY	22
ANNUAL EVALUATIONS	22
PERFORMANCE STANDARD	22
DEFICIENCIES	22
RECORD KEEPING	22
 <u>EMPLOYEE CONDUCT AND DISCIPLINE</u>	 23
GENERAL RULES	23
 <u>DRUG AND ALCOHOL USE</u>	 24
ILLEGAL DRUGS AND CONTROLLED SUBSTANCES	25
ALCOHOLIC BEVERAGES	25
PRESCRIPTION DRUGS, OVER-THE-COUNTER DRUGS, AND HERBAL SUPPLEMENTS	25
VIOLATION OF DRUG AND ALCOHOL POLICY	25
FEDERAL DRUG-FREE WORKPLACE ACT	25
DRUGS AND ALCOHOL TESTING	26
TOBACCO AND SMOKING	26
MEDICAL MARIJUANA USE / CARDS	26
 <u>PERSONAL APPEARANCE</u>	 26
 <u>ETHICAL CONSIDERATIONS</u>	 27
ETHICS AND CONDUCT	27
ELECTIONEERING	27
CONFLICTS OF INTEREST	27
OUTSIDE EMPLOYMENT	28
 <u>INFORMATION REQUEST POLICY</u>	 28
MEDIA INQUIRIES	28
PUBLIC INFORMATION REQUESTS	29
 <u>CONFIDENTIALITY OF INFORMATION AND RECORDS</u>	 29
STUDENT RECORD REQUESTS	29

<u>AMENDMENTS</u>	<u>30</u>
<u>SEVERABILITY</u>	<u>30</u>
<u>HEADINGS</u>	<u>30</u>
<u>SURVIVAL OF OBLIGATIONS UNDER AGREEMENT</u>	<u>30</u>
<u>ACKNOWLEDGEMENT OF RECEIPT AND UNDERSTANDING OF HANDBOOK</u>	<u>31</u>

INTRODUCTION

This Handbook is intended to provide employees with a general understanding of the school's personnel policies. The employees (the "Employee," or "you") are encouraged to familiarize themselves with the contents of this Handbook, for it will answer many common questions concerning employment with the Academy of Mathematics and Science (the "School," "AMS," "we," or "us"). **Nothing in this handbook shall change the employment relationship from "at will."**

Employee agrees to abide by and comply with such rules, regulations, guidelines or policies of Employer as may currently exist, and any which may hereafter be set forth and established by Employer, and as amended from time to time by Employer, whether in separate policy statements, in this employee handbook or in any other form, whether written or oral.

This Handbook, however, cannot anticipate every situation or answer every question about employment. **This handbook is not an employment contract and is not intended to create contractual obligations of any kind.** This means that the employment relationship may be terminated at any time (including any time during the Anticipated Term of the Agreement), with or without notice and with or without cause, by either party

In order to retain necessary flexibility in the administration of policies and procedures, AMS reserves the right to change, revise, or eliminate any of the policies and/or benefits described in this handbook, except for its policy of employment-at-will. The only recognized deviations from the stated policies are those authorized by the DIRECTOR of AMS.

RIGHTS AND RESPONSIBILITIES

Employee Relations

AMS believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that AMS amply demonstrates its commitment to employees by responding effectively to employee concerns.

Equal Employment Opportunity

AMS is an equal opportunity employer. The school hires and rewards employees based on their talent, ability and dedication.

At AMS, equal opportunity is more than simply a statement that the school will not discriminate with regard to race, creed, color, religion, national origin, sex, age, sexual orientation, marital status, ancestry, disability, or veteran status. It is a vigorous commitment to a goal that the makeup of our staff will, as much as possible, be as diverse as the makeup of our community.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Director.

Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary actions up to and including termination of employment.

For more information, please see the *EEO Policy Statement and Whistleblower Protection Policy*.

Sexual and Other Unlawful Harassment

AMS is committed to providing a work environment that is free of unlawful discrimination and unlawful harassment. This includes discrimination or harassment on the basis of race, creed, color, religion, national origin, sex, age, sexual orientation, marital status, ancestry, disability, or veteran status. Actions, words, jokes, or comments based on any of the prior listed characteristics, or based on any other legally protected characteristic, will not be tolerated. Conduct, whether intentional or unintentional, that results in harassment will also not be tolerated.

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1.) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2.) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3.) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. This includes both verbal and physical conduct such as inappropriate touching, sexual innuendoes, jokes, written materials, suggestive comments, objects or pictures, or offensive remarks of a sexual nature.

No employee shall threaten or suggest, either directly or indirectly, that another employee's refusal to submit to sexual advances will adversely affect the employee's continued employment, evaluation, compensation, or any other aspect of employment. Similarly, no employee shall promise or suggest, either directly or indirectly, that another employee's submission to sexual advances will result in the improvement of a term or condition of employment for the employee.

Other sexually harassing conduct in the workplace is also prohibited. This includes, but is not limited to: offensive or unwelcome flirtations, advances, or propositions; verbal abuse of a sexual nature; openly visible displays of sexually graphic pictures or objects in the workplace; and unnecessary or offensive touching of an employee, such as patting, pinching, hugging or repeated brushing against another employee's body.

It is the policy of AMS to maintain a work environment free of unlawful discrimination or harassment for all employees. Sexual and other types of unlawful harassment are unacceptable conduct, which violates this policy.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, or the employee believes that it would be futile to contact the supervisor, the employee should immediately contact the Director or any other member of the AMS administration. Employees can raise concerns and make reports without fear of reprisal or retaliation. AMS will protect the confidentiality of the harassment complaint to the

extent possible. Any supervisor who becomes aware of possible sexual or other unlawful harassment shall promptly advise the Director or any supervisor, who will handle the matter in a timely, appropriate, and confidential manner.

The School will take immediate and appropriate corrective action when it determines that harassment in violation of this policy has occurred.

Anyone engaging in sexual or other unlawful harassment, or retaliation against anyone who reports sexual or other unlawful harassment, will be subject to disciplinary action, up to and including termination of employment.

For more information, please see the *Sexual Harassment Policy, Zero Tolerance for Retaliation Policy, and the Anti-Bullying Policy*.

Immigration Law Compliance

AMS will comply with the laws affecting employment of individuals who are not citizens of United States.

AMS is committed to employing only United States citizens and documented immigrants 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 AMS within the past three years, or if their previous I-9 is no longer retained or valid.

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

For more information, please see *and Whistleblower Protection Policy*.

American Disability Act Compliance

AMS will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Employment for Persons with a Disability

AMS will not discriminate against a qualified individual on the basis of disability in regard to job application procedures, the hiring, advancement, or discharge of employees, employee compensation, job training, and other terms, conditions, and privileges of employment.

AMS will make every effort to provide reasonable accommodations per Title I of the 1990 Americans with Disabilities Act (ADA). Please contact your Supervisor if you want an accommodation. Requests for

reasonable accommodation are part of an inter-active process between you and us. Accommodations will be made on a case-by-case basis as a cooperative effort among the employee with a disability and AMS, provided the proposed accommodations do not constitute an undue hardship to AMS.

Undue hardship, as defined in the ADA are actions requiring significant difficulty or expense for the business/employer, considering the following factors:

- the nature and cost of the proposed accommodation,
- the overall financial resources of the business and the effect of the accommodation upon expenses and resources,
- and the impact of the accommodation upon the operation of the facility.

Public Accommodations for Persons with a Disability

AMS is a public accommodation as defined in the ADA, Title III, Section 12181 (7) (J). As such, AMS will not discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered at AMS.

Handicap parking spaces are provided (including van access) for use by employees and visitors with state issued handicap parking permits. It is your duty to be responsible by not parking in the handicap parking spaces without a valid permit and not to block access to these designated parking spots at any time.

THE EMPLOYER/EMPLOYEE RELATIONSHIP

Employment is "At-Will"

Employment at AMS is "at-will." ***This means that either the employee or AMS may terminate the employment relationship at any time with or without notice or cause and neither this Handbook, nor AMS policies and procedures, are part of an employment contract.*** Statements made by any supervisor or member of the AMS administration do not modify the employment at-will relationship.

Employees are SUGGESTED to provide a minimum of two weeks' notice of their intent to resign, but at NOT REQUIRED to do so.

Employee's employment hereunder shall automatically terminate upon Employee's death or permanent disability, which cannot be reasonably accommodated as may be required under the Americans with Disabilities Act or other applicable law.

Employment Categories

It is the intent of AMS to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Accordingly, **the right to terminate the employment relationship at-will at any time is retained by both the employee and AMS.**

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour

laws. An employee's EXEMPT or NONEXEMPT classification may be changed only upon written notification by a member of the AMS administration.

Lunch Periods

Every paid employee is provided with a lunch period each workday. Supervisors will schedule meal periods to accommodate operating requirements. Hourly employees are not paid during the lunch period.

Following the lunch period, every employee must be ready to work at his or her designated re-start time.

Employment Applications and Résumés

AMS relies upon the accuracy of information contained in the employment application and résumé, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any requested or provided information may result in AMS's exclusion of the individual from further consideration for employment or, if the person has been hired, may result in termination of employment.

Employment Reference and Background Checks

To ensure the safety of our students and staff, and to ensure that individuals who join AMS are well qualified and have a strong potential to be productive and successful, it is the policy of AMS to perform background check and verify the employment references of all applicants.

Credit Report

Positions where staff members have regular access to cash, financial transactions, and financial data, shall have a credit report run as part of the background screening, in compliance with FCRA.

Fingerprinting

Employees will be fingerprinted prior to starting work, and the fingerprints will be processed through the Arizona Department of Public Safety (DPS) and/or the F.B.I. Fingerprint documents must remain current as a condition of employment and are the responsibility of the employee. **Employees who not renew their fingerprint card and bring the card to the business office prior to the expiration of said card, shall not be permitted to work at AMS, and may be placed on unpaid administrative leave until they do obtain the card or they may be terminated.**

Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with AMS. Although **advance notice is not required**, AMS **requests at least 2 weeks' written notice** from all employees. Prior to employee's departure, an exit interview may be scheduled to discuss reasons for resignation and the effect of the resignation on benefits.

Employment Termination

Termination of employment is an inevitable part of personnel activities within any organization. It is defined as the involuntary termination of employment initiated by management.

AMS will generally schedule exit interviews at the time of employment termination. The exit interview will afford an opportunity to discuss such issues as the reason for termination and such other issues as employee benefits, insurance conversion privileges, repayment of outstanding debts to AMS, or return of AMS-owned property. Suggestions, complaints, and questions can also be voiced.

As stated above, **BOTH THE EMPLOYEE AND AMS HAVE THE RIGHT TO END EMPLOYMENT AT WILL, WITH OR WITHOUT JUST CAUSE, AT ANY TIME.**

CERTIFIED EMPLOYEES WHO EXERCISE THEIR RIGHT TO TERMINATE THE EMPLOYMENT RELATIONSHIP DURING THE SCHOOL YEAR MAY BE SUBJECT TO ACTION, PURSUANT TO STATE LAW, INCLUDING REVOCATION OF THEIR CERTIFICATION.

Employees will receive their final pay in accordance with applicable state law.

All accrued, vested benefits that are due and payable will be paid through the termination date. The employee portion of such benefits will be deducted from the final paycheck. Some benefits may be continued at the employee's expense if the Employee and Employer so chooses. The employee will be notified in writing of the benefits that may be continued, and of the terms, conditions, and limitations of such continuance.

Payments will be made with respect to each item of compensation or benefit as soon as practicable after the amount due is determined and as may be required by law.

In the event that Employee's employment is terminated for cause, Employer shall have the right to withhold any or all monies due to Employee and may apply same as an offset against any monies due to Employer from Employee as a result of Employee's misconduct which results in damages to Employer, as determined by Employer in its good faith reasonable discretion. By signing this document, Employee grants the Employer the right to make said deductions pursuant to Arizona Law.

Employment References

It is the Employer's policy to confirm only dates of employment, last position held and grades taught (if applicable) to prospective employers conducting reference/employment verification checks. The Employer generally will not provide this information to any other individual or entity or for any other purpose unless the individual involved has provided their written consent. Exceptions may be made to cooperate with legal obligations, law enforcement, safety, and medical officials who need specific employee information.

Employees should refer all requests from outside the Employer for personnel information concerning applicants, employees, and past employees to the Business Office. Under no circumstances is any employee who is not expressly authorized to do so to provide information about applicants, employees and past employees to anyone outside the Employer. An employee who agrees to provide a personal letter of reference may not refer to the Employer or base any aspect of that reference letter on the

requesting person's employment with the Employer. Employees who violate this policy will be subject to discipline, up to and including termination.

Requests to provide information other than dates of employment, last position held and grades taught (if applicable) to prospective employers conducting reference/employment verification checks, such as rate of pay or job descriptions, or requests to provide information to persons and entities other than prospective employers ("Additional Information"), must be made in writing by submitting a Request to Provide Additional Information and Release form to the Business Office.

Access to Personnel Files

AMS maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, résumé, documentation of performance evaluations, personnel action forms, salary changes, and other employment records.

Personnel files are the property of AMS, and access to the information they contain is restricted by state law.

Employees who wish to review their own file should contact the Director. With reasonable advance notice, employees may review their own personnel files in the AMS business office and in the presence of an individual appointed by AMS to maintain files.

SAFETY

Personal Safety and the Safety of Others

AMS strives to provide a pleasant, efficient, and safe work environment. Employees are expected to maintain their individual work areas in uncluttered, clean, and neat conditions so as to eliminate any possible safety hazards.

Each employee is expected to obey safety rules and to exercise appropriate caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, who fail to report, or, where appropriate, fail to remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In case of accidents that result in injury, regardless of how insignificant the injury may appear; employees must immediately notify their supervisor or the AMS administration. Such reporting is necessary to comply with laws and initiate insurance and workers' compensation benefit coverage and procedures.

Security

AMS wishes to maintain a work environment that is free of illegal drugs or controlled substances, alcohol, firearms, explosives, and other improper materials. Any employee who observes behavior that violates this policy shall report it to their supervisor, or Director immediately. AMS prohibits the

possession, transfer, sale, or use of such materials on its premises. AMS requires the cooperation of all employees in administering this policy.

Desks, lockers, and other storage devices may be provided for the convenience of employees but remain the sole property of AMS. Accordingly, any authorized agent or representative of AMS may inspect them, as well as any articles found or placed within them, at any time, either with or without prior notice. Employees shall have to expectation of privacy of their workstations, desks, classrooms, storage areas, or anywhere on school property.

Anti-Bullying Environment

AMS takes all student bullying complaints seriously. Every single one of our staff must be committed to ensuring that AMS students are safe and have the potential to maximize their learning experiences. Although AMS students can report bullying activity to any one of our staff or their parents who may choose to either contact school administration or fill out an anonymous bullying report form available on our website, teachers who witness bullying must report the incident to the principal or principal's designee, in writing, with such details as may have been provided. A failure by staff member to timely inform the school administrator or designee of a bullying allegation or their observation of an incident of bullying may subject the staff member to disciplinary action in accord with the school policy.

Social Media

At Academy of Mathematics and Science, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media. For more information, please see the *Social Media Policy*.

Employees' Personal Property

The School is not responsible for personal items that employees bring to work. It is the responsibility of each employee to secure those items.

Weapons

Pursuant to Arizona State law, the possession of a deadly weapon on School grounds is prohibited. This policy applies to all employees, students and visitors.

USE OF SCHOOL PROPERTY

Logos and Letterhead

Use school letterhead and logos for school-related business only. Employees shall not use company letterhead or logo for personal purposes. If you are unsure of the appropriate logo or letterhead to use for your school-related project, speak with your supervisor or the business office for guidance.

Equipment and vehicles

Equipment and vehicles necessary to completing job duties can be expensive, and may be difficult to replace. When using School property, i.e. copier, computers, radios etc. employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety rules, and any other guidelines.

Please notify your supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to others. Your supervisor or a member of the AMS administration can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicle may result in disciplinary action up to and including termination of employment.

Return of property

Employees are responsible for all AMS property, materials, or written information issued to them or in their possession or control. Employees must return all AMS property immediately upon request or upon termination of employment. Where permitted by applicable laws, AMS may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. AMS may also take all action deemed appropriate to recover or protect its property.

Use of Technology - Requirements for Safety and Security

- **DO NOT** use school email addresses for non work-related business. Examples of prohibited usage include, but are not limited to the following: inviting staff members to a social event not related to school business, soliciting donations for a charitable interest of the employee.
- **Always log off** before you leave for the day. It is not necessary for you to shut down your computer. Most computers are set to get updates for Windows and anti-virus at night and will not do so if they are shut down.
- **Save open files regularly.**
- **Lock your computer** when leaving the room. A simple way to do so is to press the Windows key and "L" at the same time.
- Set your screen saver to require a password.
- **Never** give your password to another person (especially a student) or write it down. We currently do not require regular password changes, but may do so if necessary.
- Notify the Network Administrator if you think someone else may know your password or if you notice any other security weaknesses.
- All staff must save all information of any kind created for, or pertaining to the school into their folder on the server.
- No information should be taken off campus electronically on CD/DVD, jump drive, memory card or any other method **without prior approved authorization.**
- Personal jump drives and/or memory cards should not ever be used on school computers **without prior approved authorization.**
- Personal computers should never be used on the school grounds.

- School computers must be utilized for school related purposes only.

For more information, please see *Information Technology Guidelines*.

Use of Phone and E-Mail

There is no expectation of privacy in this workplace or on workplace property. This includes, but is not limited to accessing internet browsing history, phone calls, and emails.

Personal use of telephone for long-distance and toll calls is not permitted. You should use your best judgment and discretion when making local personal calls and you may be required to reimburse the School for any charges resulting from your personal use of the telephone.

Use of Postage

The use of AMS-paid postage for personal correspondence is not permitted.

ATTENDANCE

General attendance and punctuality

A productive work environment requires that all employees be punctual and reliable. Absenteeism and tardiness place a burden on co-workers and on the School. In those instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

All unauthorized and/or unreported absences will be considered absences without pay and shall be considered as grounds for disciplinary action up to and including termination.

All employees are expected to be ready to work at their designated start times. Without exception, faculty will not leave their classrooms unsupervised.

Tardiness

When employees know that they are going to be tardy, they must notify the school as soon as possible so that arrangements can be made for classroom or administrative coverage. If employees are tardy, they must notify the office of their arrival at work before beginning his or her duties. Tardiness in excess of 15 minutes will require a leave form.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

Mandatory Events – Teachers

Teachers are expected to attend all parent meetings, after/before school faculty meetings, open houses, and assemblies.

COMPENSATION

Paydays

Employees are paid bi-weekly. Before any employee can be on AMS' payroll system, he or she must have completed all forms in the New Hire Packet.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation, unless the employee makes other arrangements.

Sick Time

Sick time is discussed in the TIME OFF / LEAVE section, below.

Pay Advances

AMS will not provide pay advances on unearned wages.

Administrative Pay Corrections

AMS will take all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck, and that employees are paid promptly on the scheduled payday. In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the AMS administration so that corrections can be made as quickly as possible.

It is the employee's responsibility to submit substitute forms to insure that the extra pay is recorded.

Pay Deductions

The law requires that AMS make certain deductions from every employee's compensation. Among these are applicable federal and state income taxes. AMS also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." AMS matches the amount of Social Security taxes paid by each employee. AMS will also make deductions for dependent insurance coverage, as described in Section VIII, below, if the employee has so requested.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, please contact the AMS administration.

Timesheets

Hourly employees must turn in a timesheet to their supervisor every two weeks (aligned to the payroll calendar). Time shall be tracked to the nearest quarter-hour.

BENEFITS

Regular Benefits

Eligible employees at AMS are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, and unemployment insurance) cover all employees in the manner prescribed by law. Eligible employees are those that have signed a Notice of Employment and are working more than 25 hours per week at AMS.

The following benefit programs are available to eligible employees:

- Health Insurance
- Dental Insurance
- Life Insurance
- Long Term Disability
- Short-Term Disability
- Retirement Plan
- Sick Time Off
- Vacation Benefits (non-teaching positions)
- Free Extended Care at the School for any child of the employee attending the School

Some benefit programs require contributions from the employee; others are fully paid by AMS, such as health, dental insurance plans. Dependent coverage on each of those plans is available, at an additional cost, which will be paid by the employee. Please refer to the individual plan descriptions provided in the New Hire Packet for details concerning each plan. If, after reviewing the plan descriptions, you still have questions, please contact the AMS administration.

The benefits provided by AMS are provided solely at the discretion of AMS, and are subject to change with or without notice.

Holidays

Winter break and Spring break are not paid days off. Employees receive paychecks for those breaks because employees' compensation is divided out and paid across the entire school year, thereby maintaining a consistent and predictable income stream for employees.

The Notices of Employment for administrative staff specify the holidays for these employees.

Workers' Compensation Insurance

AMS provides a workers' compensation insurance program at no cost to employees. This program covers any injury or illness arising out of and in the course of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses must immediately inform their supervisor or the AMS administration. This will enable AMS to process the required forms in a timely manner for an eligible employee to qualify for workers' compensation coverage as quickly as possible.

Continuing Education

The School believes that education classes and conferences are beneficial for teachers and administrators, if those classes and conferences are related to the employee's duties. If an employee is considering attending a class or conference, he or she should present the materials describing the class or conference to a member of the AMS administration and obtain an AMS administrator approval prior to enrolling in classes. Upon registration and successful completion of each course taken, the employee will be fully reimbursed for the class.

Other Benefits

Employer may provide meals and snacks at no cost to the employee at organizational related meetings and events.

TIME OFF / LEAVE

Sick Leave

Employees may be allocated a specific number of days that can be used only for sick time (**refer to the Notice of Employment**). Sick Time is not to be used for Vacation activities.

If an employee Notice of Employment is for less than one school year for a teachers, Sick and Vacation Time shall be pro-rated, based upon the employee's start date.

Vacation Leave and Flex Day

Employees (non-teaching staff) may be allocated a specific number of days that can be used for sick or vacation time. Refer to the Notice of Employment for more information.

Flex Day

Employees may be allocated one Flex Day, to be used for personal business, which is not pro-rated, per School Year (July 1st through June30th). Unused flex days are not "rolled over" to the next year.

Leave Forms

Employees requesting time off must complete a Leave Request and submit it to their supervisor for approval. Requests made well in advanced will help supervisors plan accordingly. When returning from an unplanned absence the Employee must submit a Leave Form showing the date(s) absent prior to returning to their duties.

Incremental Time Tracking

Sick and Vacation Time will be subtracted in one-quarter hour increments.

Unpaid Sick Time

If an employee is absent and has not accrued sufficient Sick Time, the corresponding amount will be deducted from the paycheck. No unearned Sick Time will be granted, unless special circumstances arise that are presented to, and approved by, the administration.

Compensation for Unused Sick / Vacation Time

Unused Sick Time does not “roll over” into the next school year. Unused Vacation Time will “roll over” for up to 80 hours.

If terminated or the agreement is not extended or renewed, unused earned vacation will be paid as part of any final lump sum payment due the employee.

Wellness Bonus

Employees will receive an **\$80 per day** (prorated by the hour) Wellness Bonus for every unused sick day. Checks for the Wellness Bonus will be issued in June or July.

Requests for Sick and Vacation Leave

The use of Sick Time for medical, dental, etc. appointments and Vacation time for vacation/personal leave requires at least one week advance notification to AMS whenever possible. Sick Time must be requested and approved in advance, on the appropriate Leave Request Form, except in cases of emergency. In the event of emergency, the Leave Request Form must be completed and turned in upon the employee’s first day back to work prior to the start of the employee’s first class. In deciding whether or not to grant Sick Leave and Vacation Leave requests, the Director shall give due consideration to the needs of the employee, but may request that leave be taken when it least interferes with the School’s programs.

Absences

If an employee is sick, he or she should contact the school and his/her supervisor (teachers, contact the Principal) as soon as possible so that appropriate arrangements can be made. CONTACTING THE OFFICE OR SUPERVISOR AS SOON AS POSSIBLE IS PARTICULARLY IMPORTANT FOR TEACHERS, BECAUSE A SUBSTITUTE WILL NEED TO BE FOUND TO COVER THE TEACHER’S CLASSES. Failure to report to work or contact the office or supervisor is grounds for disciplinary action up to and including termination.

Even if an employee has no accumulated Sick Time at the time of an absence, he or she shall complete a Leave Request Form. A Leave Request Form should be submitted regarding any time an employee is not on school grounds during school hours, even for absences due to approved professional development activities.

Family Medical Leave Act (FMLA)

Under the provisions of FMLA, and subject to certain specific restrictions, including having been employed at the School for at least twelve months, an employee may take up to 12 weeks unpaid leave:

- Because of the birth of a son or daughter of the employee and in order to care for such son or daughter.
- Because of the placement of a son or daughter with the employee for adoption or foster care.
- In order to care for the spouse, or a son, daughter, or parent of the employee, if such spouse, son, daughter, or parent has a serious health condition.

- Because of a serious health condition that makes the employee unable to perform the functions of the position of such employee.

Under the FMLA regulations, a “Serious Health Condition” is one requiring an overnight stay in a hospital, hospice or residential medical care facility or a period of incapacity requiring more than three calendar days’ absence and two visits to a health provider. Under the new regulations:

- 1st visit within 7 days of 1st day of incapacity
- 2nd visit within 30 days
- For chronic health conditions at least 2 visits per year

Employees may take up to 26 weeks unpaid leave in the during a single 12-month period to care for a covered service member with a serious injury or illness if the eligible employee is the service member’s spouse, son, daughter, parent, or next of kin (military caregiver leave). Under FMLA the Employee is required to give Employer sufficient notice, usually 30 days to prevent unduly disrupting employer operations. However lesser notice may be sufficient when a 30 – day is impossible. Employee have to follow the Employer’s usual call-in procedure for reporting absence unless unusual circumstances exist to excuse that process.

Upon notification of the employees request for leave, AMS will send a notification to the employee requesting what information is needed to review whether the employee qualifies for FMLA leave and what, if any further information is required to make a determination.

The employee will be notified in writing of whether the leave request qualified for FMLA and any other requirements for the FMLA leave.

The Employer defines a 12 month leave calendar as 12 months from the first day of an employee's first leave.

FMLA governs whether the leave can be taken in increments or must be taken in blocks, whether the employee will return to his or her prior position, and what constitutes a “serious health condition”.

Employees must use accrued paid vacation, accrued sick and paid personal leave for any of the situations covered by FMLA.

During this leave, the Employer will continue to pay premiums on its portion of Employer-sponsored medical insurance in which the Employee was enrolled at the beginning of the leave. The Employee is responsible for any Employee out of pocket premiums to be paid during the leave. The Employee shall reimburse the school for Employer-paid medical insurance costs if the Employee does not return from FMLA leave (unless it is beyond the Employee's control).

FMLA governs whether the leave can be taken in increments or must be taken in blocks, whether the employee will return to his or her prior position, and what constitutes a “serious health condition”. UNDER SPECIFIC CIRCUMSTANCES, THE SCHOOL CAN REQUIRE THAT THE EMPLOYEE TAKE Leave For The Remainder Of The Current Academic Term If A certain amount of FMLA leave is used. The School can also require that SICK TIME be used as part of FMLA leave.

Under special circumstances, the school can require that the employee take leave for the remainder of the current academic term if a certain amount of FMLA leave is used.

INDIVIDUAL WHO IS PRIMARILY EMPLOYED AS A TEACHER MAY NOT *NECESSARILY* BE IMMEDIATELY RETURNED TO AN INSTRUCTIONAL POSITION UPON RETURN FROM FMLA LEAVE BUT WILL BE PLACED INTO THE FIRST AVAILABLE INSTRUCTIONAL POSITION FOR WHICH THE EMPLOYEE IS QUALIFIED. REGARDLESS OF WHETHER OR NOT THE EMPLOYEE IS IMMEDIATELY RETURNED TO AN INSTRUCTIONAL POSITION, HIS OR HER SALARY AND BENEFITS WILL CONTINUE AS IF THE EMPLOYEE HAD NOT TAKEN FMLA LEAVE.

Under limited circumstances where restoration to employment will cause "substantial and grievous economic injury" to its operations, the Employer may refuse to reinstate certain highly-paid, salaried "key" employees. In order to do so, the Employer must notify the Employee in writing of his/her status as a "key" employee (as defined by FMLA), the reasons for denying job restoration, and provide the employee a reasonable opportunity to return to work after so notifying the employee. "Key" employees may include all non-secretarial business office personnel, school principal, and student dean. The Governing Board will decide if any specific position would cause "substantial and grievous economic injury" to its operations.

Employees who believe that they have a circumstance to which FMLA applies shall contact the Executive Director, as soon as they become aware of that situation to insure that all deadlines required under FMLA can be met. Early notification by the employee will insure that all his or her rights are protected.

For more information on this, please see the *FMLA Rights and Responsibilities, Employee's Guide to FMLA, and FMLA Fact Sheet #28*.

Bereavement Leave

An employee may take up to a total of 5 days leave of absence for the illness or death of immediate family members. Any days taken off for the illness or death of immediate family members must be taken in full day increments. The School reserves the right to require an employee to use Sick Time and Vacation Time as part of the 5 days of leave, with any remainder taken as unpaid leave.

After 5 days, if an employee does not return to his or her duties and doesn't have permission to be out longer, the employee may be terminated.

Other Leave Without Pay

Once an employee's Sick and Vacation Time has been exhausted, any other requested leave will be without pay.

Leave without pay that is subject to FMLA is discussed above. Leave without pay that is requested and that is not subject to FMLA will only be granted for medical or emergency reasons.

Each request will be evaluated on an individual basis. Approval may be contingent upon an employee providing a health care provider's certification. When requested, the health care provider's certification should be provided within **15** days of the request. Failure to provide requested certification, if leave has been taken, may result in disciplinary action up to and including termination of employment. All medical certifications shall be provided directly to the Director or the Director's designee. **This documentation will be kept confidential and maintained in a separate file kept in the Business Office.**

Jury Duty

If an employee has jury duty, the employee is responsible for presenting his or her jury slip to the office before the report date. The employee will also be expected to present a certified slip confirming his or her duty. The employee will not receive pay from the school for jury duty.

PERFORMANCE EVALUATIONS

Performance Evaluation Policy

The Performance Evaluation is an assessment of the staff member's performance in providing instruction and/or fostering an educational atmosphere that supports the development of students. This evaluation is intended as a constructive tool and is meant to serve as a mechanism for fostering professional growth.

Employees shall meet with their supervisor upon hire to discuss the evaluation tool used for their position. Staff members should expect to be periodically observed by management staff, peers, parents, and Board Members. Such observations may serve as a crucial component of the evaluation.

Administrative staff performance evaluations will focus on administrative responsibilities as opposed to instructional competence.

The Director or a designee of the Director shall conduct Performance Evaluations of all employees.

Annual Evaluations

The goal is that performance evaluations will be conducted at least once annually for all employees. In addition, a performance evaluation may be conducted at any time the administration deems it to be appropriate.

Performance Standard

Performance evaluations will be based upon the principle job elements set in the written position description and the professional development plan. In so far as possible, the evaluation will be based on objective, measurable criteria. The supervisor shall meet with staff members at the beginning of the year to review the performance standards included in the plan.

Deficiencies

Where a performance evaluation reveals opportunities for improvement in work performance, the evaluation shall include a recommended improvement plan (follow-up actions to be performed by the employee) in order to succeed in their position.

Record Keeping

Employees' performance evaluation reports will be filed in the employees' official personnel file. The records are confidential by law and are not open for public review. Employees will be given a copy of their performance evaluation upon completion and may also request a replacement copy if needed.

EMPLOYEE CONDUCT AND DISCIPLINE

General Rules

Your performance and professionalism are important aspects of the School's reputation.

The School's policies regarding conduct are designed to benefit both employees and the school. We expect you to use common sense and good judgment at all times. Misconduct or inappropriate behavior are serious matters, and may jeopardize your employment with us.

In addition to any other reasons available to Employer (including the right to terminate the contract "at will"), and without in any way limiting the bases for such, the occurrence of any of the following events shall constitute a breach of the terms of this Handbook subjecting Employee, at Employer's sole discretion, to disciplinary action up to and including, without limitation: suspension without pay, reduction in compensation, demotion, or termination. Behavior problems affecting performance will be dealt with on an individual basis. An employee's previous work history may be taken into account in determining the appropriate action. Other considerations might include the seriousness of the offense, the harm, and damage caused, and any criminal considerations.

It is not possible to list all forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Discourteous treatment of any students, parents, guardians, co-workers, or other persons while Employee is on duty
- Abusive language or other disrespectful conduct towards students, parents, co-workers, or visitors to the School
- Sexual or other unlawful or unwelcome harassment
- Disruptive conduct
- Inappropriate conduct involving students
- Employee's neglect, refusal, or failure to promptly, diligently, and satisfactorily perform his or her duties hereunder or as may be established by Employer in its rules, regulations, policies, or guidelines (as they may presently exist, or as they may, from time to time, be promulgated or amended, at the sole discretion of Employer) for any reason other than impossibility or temporary disability
- Employee's dishonesty in connection with the performance of his or her duties hereunder which includes any false oral representations to the employer or falsification of documents presented to the Employer by Employee either before or after employment
- Unsatisfactory performance or conduct
- Incompetence
- Inefficiency
- Employee's negligence in the performance of his or her duties hereunder

- Insubordination which is defined as refusing a lawful directive from a supervisor or management level official.
- Employee's violation of any statutory or common-law duty of loyalty to Employer
- Employee's conviction in any court of any felony or a Class 2 or higher misdemeanor, or of any crime that would have been classified as a felony or a Class 2 or higher misdemeanor had it been prosecuted in this state, or of any crime which would prevent the Employee from securing or retaining a class one or class two fingerprint clearance card
- Possession, distribution, sale, transfer, or use of alcohol, illegal drugs, or tobacco on the School grounds, at off-campus School-related events, while on duty, while operating School-owned equipment, or while within School-owned vehicles
- Possession of dangerous or unauthorized materials, such as explosives, firearms, or ammunition on the School grounds, at off-campus School-related events, while on duty, while operating School-owned equipment, or while within School owned vehicles
- Possession of firearms as defined in 18 United States Code 921 on school grounds, inside school buildings, in or on school parking lots or playing fields, in school buses or other school vehicles, or at off-campus school sponsored events
- Working under the influence of illegal drugs, or prescription or over-the-counter drugs in non-prescribed, non-approved, or non-directed amounts
- Possessing, dispensing, utilizing, or being under the influence of alcohol or any controlled substance without proper medical authorization while on duty
- Fighting or threatening on the School grounds, at off-campus School-related events, while on duty, while operating School-owned equipment, or while within School-owned vehicles
- Boisterous or disruptive activity on the School grounds, at off-campus School-related events, while on duty, while operating School-owned equipment, or while within School-owned vehicles
- Excessive absenteeism or any absence without notice
- Absence without leave without reasonable cause (if Employee fails to report to work for three consecutive days without calling in, Employee will be deemed to have voluntarily quit unless excused from doing so)
- Unauthorized absence from workstation during the workday
- Unauthorized use of telephones, mail system, or other School-owned equipment
- Unauthorized disclosure of business confidential or proprietary information, or legally privileged or protected information
- Theft or unauthorized removal or possession of School property, or the property of students, co-workers, parents, or other visitors to the school
- Misuse or theft of school property or that of fellow employees
- Negligence or improper conduct leading to damage of School-owned property
- Gambling on the School grounds, at off-campus School-related events, while on duty, while operating School-owned equipment, or while within School-owned vehicles
- Violation of safety or health rules
- Violation of school policies
- Violation of any provision of this Handbook

Employment with THE SCHOOL is at the mutual consent of AMS and the Employee, and **either party may terminate that relationship at any time, with or without cause, and with or without advance notice.**

DRUG AND ALCOHOL USE

AMS is committed to providing a workplace free from drug and alcohol abuse. We are concerned about the well being of employees whose drug or alcohol abuse or dependency may affect their job performances, their safety, and the safety and well-being of others.

Illegal drugs and controlled substances

The possession, use, sale, or distribution of illegal drugs or controlled substances on School time, on School premises, in School vehicles, or at off-campus School-related events is strictly prohibited, as is being at work under the influence of any illegal drug or controlled substance.

Alcoholic beverages

The unauthorized possession, use, sale, or distribution of alcoholic beverages on School time, on School premises, in School vehicles, or at off-campus School-related events is strictly prohibited, as is being at work under the influence of alcohol.

Prescription drugs, over-the-counter drugs, and herbal supplements

The use of prescription drugs, over-the-counter drugs, or herbal supplements in non-prescribed or non-approved doses, on School time, on School premises, in School vehicles, or at off-campus School-related events is strictly prohibited, as is being at work under the influence of any of those substances in non-prescribed or non-approved doses.

The distribution of prescription drugs to anyone other than the person for whom prescribed or the sale of prescription drugs, on School time, on School premises, in School vehicles, or at off-campus School-related events is strictly prohibited.

The distribution of over-the-counter drugs or herbal supplements in non-approved doses or the sale of over-the-counter drugs or herbal supplements, on School time, on School premises, in School vehicles, or at off-campus School-related events is prohibited.

For purposes of the AMS drug and alcohol policy, prescription drugs are those for which a prescription is required in the United States. For purposes of the AMS drug and alcohol policy, herbal supplements will be considered to be drugs if those supplements impair an employee's ability to perform his or her job.

Violation of Drug and Alcohol Policy

Any employee found to be in violation of any of the provisions of this subsection (III(C)) will face immediate disciplinary action, up to and including termination of employment. Such violations may also have legal consequences.

The legal use of prescribed drugs, over-the-counter drugs, or herbal supplements is permitted on the job only if such use does not impair an employee's ability to perform his or her job effectively and in a manner that does not endanger students, co-workers, or others.

Federal Drug-Free Workplace Act

Under the federal Drug-Free Workplace Act, an employee who performs work under a government contract or grant must notify AMS of a criminal conviction for drug-related activity occurring in the workplace. If the conviction occurs after the date of hire, the report must be made within five days of the conviction.

Drugs and Alcohol Testing

AMS reserves the right to require a drug and/or alcohol test under the following circumstances: pre-employment; to comply with federal regulations; **randomly** for those in certain safety-sensitive jobs; when the School has a reasonable suspicion that an employee may be under the influence of drugs and/or alcohol; after an accident if there is reason to believe that drugs and/or alcohol may have been a factor in the accident; as necessary after the employee's participation in a drug or alcohol rehabilitation program.

Drug and Alcohol Rehabilitation Programs

Voluntary participation in drug or alcohol rehabilitation programs will not jeopardize an employee's employment or future advancement, but such participation will not exempt an employee from disciplinary action for substandard job performance or rules infractions.

The school encourages employees who think that they may have a drug or alcohol problem, or are concerned about the drug or alcohol dependency of family members, to seek help through a rehabilitation program.

Employees with questions regarding this policy, or with issues related to drug or alcohol use in the workplace may raise those concerns with their supervisor, or with the Director, without fear of reprisal.

Tobacco and Smoking

Pursuant to Arizona law, smoking and the use of tobacco products is prohibited on the School grounds, at off-campus School-related events, while on duty, or while within School owned vehicles.

This policy applies to all employees, students, and visitors.

Medical Marijuana Use / Cards

Employees who have been legally issued medical marijuana cards will not be discriminated against in the workplace. However, Employees may not be under the influence of marijuana to the extent they are impaired in the workplace. Smoking or possessing marijuana during work hours on the employer's or customer/client premises is strictly prohibited. Should an employee exhibit signs of impairment, the situation will be treated under the Drug and alcohol procedures above. Being impaired in the workplace may lead to termination of employment.

PERSONAL APPEARANCE

Employees are expected to be neat in appearance and to dress in a manner consistent with an institution that serves the public. The impression made on students, visitors, and co-workers must be kept as a foremost consideration.

Employees who appear for work inappropriately dressed will be sent home and directed to return to work in proper attire. Under such circumstances, employees will not be compensated for the time away from work.

For more information, please see *Employee Dress Code*.

ETHICAL CONSIDERATIONS

Ethics and Conduct

The successful operation and reputation of AMS is built upon the principles of fairness and ethics. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of personal conduct and personal integrity.

The continued success of AMS is dependent upon the trust of students, their parents, and the public, and we are dedicated to preserving that trust. Every employee owes a duty to AMS, its students, their parents, and the public to act in a way that will merit continued trust and confidence.

AMS will comply with all applicable laws and regulations, and expects each of its employees to do the same, and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your supervisor and, if necessary, the Director.

Compliance with this policy is the responsibility of every AMS employee. Disregarding or failing to comply with this standard of ethics and conduct could lead to disciplinary action, up to and including termination of employment.

Electioneering

Employees shall not use School personnel, equipment, materials, buildings, or other resources for the purpose of influencing the outcome of any election other than intra-School elections.

Employees shall not use the authority of their positions to influence the vote or political activities of any subordinate employee.

Nothing contained in this subsection shall be construed as denying the civil and/or political liberties of any employee as guaranteed by the United States and Arizona Constitutions.

Conflicts of Interest

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which AMS wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further

clarification on issues related to the subject of acceptable standards of operation. Contact the Director for more information or questions about conflicts of interest.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of AMS business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the AMS administration, as soon as possible, the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which AMS does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving AMS.

Outside Employment

An employee may hold outside jobs as long as the employee continues to meet the performance standards of his or her job with AMS. All employees must provide written notification to the Director when they accept a job with another company. Any employee that currently has such employment must provide written notification to the Director. All employees will be judged by the same performance standards and will be subject to AMS' scheduling requirements regardless of any outside work demands.

If AMS determines that an employee's outside work interferes with his or her performance at AMS, or his or her ability to meet the requirements of AMS, the employee may be asked to terminate the outside employment if the employee wishes to remain with AMS.

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside of AMS for materials produced or services rendered while performing their jobs with AMS.

INFORMATION REQUEST POLICY

Media Inquiries

Positive relationships with the media are developed and maintained by providing accurate and helpful information to reporters in a timely manner. To insure that information provided to the media is accurate, comprehensive, and complete, and to insure that reporters have appropriate access to the best sources of information, a protocol for providing information to the media has been established and outlined in this policy.

Publicity regarding students shall always be evaluated in terms of the effect on the children. Employees are encouraged to cooperate with media representatives, however employees shall immediately notify the Principal and/or Executive Director whenever they are contacted by the media. The Executive

Director serves as the primary spokesperson for the Employer on all matters. The Executive Director may delegate other spokespersons.

Employees shall not release information which is private or confidential as identified by law and Board policy or administrative regulation.

Nothing in this regulation is intended as a restraint on the expression of personal opinion by any employee. This policy is to insure that information provided to the media is accurate, comprehensive, and complete, and to insure that reporters have appropriate access to the best sources of information

Public Information Requests

Persons may have access to Employer documents which are public records. Requests to examine public records or to be furnished copies of public records will be accepted by the District and will be processed within a reasonable time. Access to documents shall be granted unless clear prohibitions exist in statutes, Attorney General Opinions, Court decisions, or other legally binding decisions. Requests for public information should be made in writing and should include the following:

- Name
- Address
- City, State, Zip
- Telephone Number
- E-mail address
- Specific list of document(s) requested

Requests must be made to the business office and will be evaluated by the Executive Director. The Employer response will be provided in a reasonable time and will be scheduled so as not to interfere with the normal and necessary operation and functions of the Employer. Inspection and review of Requests for Public Documents forms and the requested documents themselves may be made by the Governing Board and appropriate administrators prior to fulfilling the request.

CONFIDENTIALITY OF INFORMATION AND RECORDS

The students at this School have a legal right to confidentiality. No employee is permitted to discuss students, student records, or student's personal information with anyone except school personnel, unless specifically authorized by the Director or the Director's designee. Unauthorized disclosure of student information is grounds for immediate disciplinary action, up to and including termination of employment.

Employee personnel records are also confidential. No one but the employee or a member of the AMS administration who has a right or need to know may view a personnel file unless specifically authorized by the Director or the Director's designee.

Student Records Requests

FERPA (34 CFR § 99.31) and A.R.S. 15-141 provide that the written consent of the parent/guardian/eligible student IS NOT REQUIRED to release educational records to officials of other

schools or school systems in which the student seeks or intends to enroll. Student Records requests must be made in writing and signed on school letterhead prior to releasing any records.

AMENDMENTS

Amendments or modifications to this Handbook shall be deemed effective on the date of the change.

SEVERABILITY

If any provision of this Agreement is found, to any extent, to be invalid or unenforceable, the remainder of this Agreement shall not be affected by that invalidity or unenforceability.

HEADINGS

The descriptive headings of the paragraphs of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof.

SURVIVAL OF OBLIGATIONS UNDER AGREEMENT

Except as otherwise specified herein, each and every one of the provisions of this Agreement shall survive the termination for any cause whatsoever of Employee's employment hereunder.

Acknowledgement of Receipt and Understanding of Handbook

I have received and have had time to review a copy of the Academy of Mathematics and Science Employee Handbook. I agree to abide by the rules, practices, policies, and procedures explained in the Handbook. I understand and agree that any provision of this Handbook may be amended, revised, or withdrawn at any time by the School. Such revisions will be provided to all employees within three working days of the change. I also understand and agree that my employment is terminable at-will, and that both the School and I remain free to choose to end our work relationship at any time, for any reason or for no reason at all.

If I am a certified employee, I acknowledge that should I exercise my right to terminate the employment relationship and that should I do so during the school year that I may be subject to action, pursuant to state law, to have my certification revoked.

By signing this acknowledgment, I agree that AMS may deduct any amounts I owe to it, as allowed by law.

I further agree that nothing in this Handbook is part of the Employment Contract between the School and me.

Employee's Signature: _____

Employee's Printed Name: _____

Date: _____