

Welcome to Hawthorn Academy

Welcome to Hawthorn 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 A-Plus Benefits, Inc. (A-Plus) for assistance.

The School has a business relationship with A-Plus Benefits, Inc. (“A-Plus”). A-Plus 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 A-Plus, the School and you, the employee.

Under this contractual arrangement, employment responsibilities are shared or allocated between A-Plus and the School. The School retains essential management control over the end-product of the work performed by the employees, and A-Plus 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 employees of the School and A-Plus 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 A-Plus.

This Policy Guide is not a contract, express or implied, and does not guarantee employment for any specific duration. Although we hope that your employment relationship with us will be long term, **either you, the School or A-Plus may terminate this relationship at any time, for any reason, with or without cause or notice.** Nothing in this Policy Guide limits or restricts any rights of the school as an at-will employer to terminate any employee for any reason, with or without notice. Nothing in this policy is intended to grant any employee any additional rights in connection with their employment. No employee should interpret anything in this employee Policy Guide or actions by management during employment to imply that there is a contract for employment. This employee Policy Guide is not a contract for employment; it is simply a set of guidelines and procedures to assist employees in doing their jobs.

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 non discrimination 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. In this connection, 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. As was stated above, 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 A-Plus (801-443-1090), who will undertake an investigation. Your complaint will be kept confidential to the maximum extent possible.

The School and A-Plus 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.

Introductory Period for Benefit Purposes

All new hires are required to go through a ninety (90) calendar day benefit waiting period.

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, exempt professional employees, and non-exempt employees working thirty (30) hours, or more over the course of the year, are eligible to participate in group health insurance plan(s) sponsored by A Plus. Part-time employees are not eligible to receive group health insurance benefits.

Part-time employees are those employees, whether paid a salary or an hourly wage, that are not regularly scheduled to work over 30 hours per week, or 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 A-Plus. 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 A-Plus 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 A-Plus 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. In this connection, 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 employee Policy Guide and by posting the Equal Employment Opportunity Commission'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 A-Plus 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.

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 the School's normal, full-time, thirty-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 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 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 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 A-Plus.

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 in writing and signed by the School's Administrator and the employee. This signed approval shall clearly set forth 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 full time employees your contract hours are 8.5. Teachers are to be at school from 7:40 to 4:10. You may adjust the time and come earlier and leave a little earlier. However, you must be here at 7:50 so that when students enter the doors you are there in your room to provide supervision. You must also remain at the school until "pick up" procedures have been completed at about 3:40.

For middle school teachers who are part time and teaching four periods, you must complete the prep time either before or after school as you are being paid for that period.

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 the possibility of discharge 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, 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 A-Plus 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.

For hourly employees, you must turn in your signed timesheet on Friday of the end of pay period in order to be paid on time. If you turn in the sheet late, or it is not signed, you will not be paid until the next pay period.

Overtime Pay Procedures

Generally, the School does not offer or require any employee to work overtime. Hourly employees are hired on a basis of an agreed amount of hours per week. Employees should 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. Employees who arrive late, may not make up the time by just staying longer.

Holiday Pay for Hourly Employees

Employees who are paid on an hourly basis will not be paid for holidays.

Salary Administration Programs

To attract and retain above-average employees, the School endeavors to pay wages and salaries competitive with those paid by other employers in our industry in our area. In line with this objective, the School monitors its wage scales to help ensure they are kept in line with local economic conditions.

Questions regarding our salary administration program or your individual salary should be directed to the Administrator, the Academics West HR representative, or to A-Plus.

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 or more full days for personal reason, other than sickness or disability; absence from work for one 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 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.

ELA 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 employee’s immediate supervisor in order to have the school notified 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 48 hours.

If the employee continues to believe that an improper deduction has been taken, the employee should appeal the initial decision to affirm the deduction, in writing, to the Administrator. The Administrator will render the final decision to the employee within 72 hours of the appeals receipt. If the Administrator finds in favor of the employee, a repayment of the deduction will be made within 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 appraisal 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.

An appraisal 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. An appraisal is only one of several factors that the organization uses in making these and other employment decisions.

Any comments made on your appraisal by your Administrator or other the School representatives, or statements made by such individuals during any discussions regarding the appraisal, 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 A-Plus 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 Family and Medical Act 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 at Crista@academicawest.com in writing.

A. General Provisions

Under this policy, the School will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered servicemember 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 12 months or 52 weeks. The 12 months or 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 consecutive days of incapacity with the first visit to the health care provider within seven days of the onset of the incapacity and a second visit within 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 Human Resource 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 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 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 12 weeks for the FMLA circumstances (1) through (5) above under this policy 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 12 months and subtract it from the 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 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 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 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 servicemember, the husband and wife may only take a combined total of 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 employer 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 Academics West Accounting Department by the tenth day of each month. If the payment is more than 30 days late, the employee's health insurance coverage may be dropped for the duration of the leave. The School will provide 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 which 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 taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid time off (PTO) prior to being eligible for unpaid leave. PTO may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by the established PTO policy.

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 weeks of pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute PTO as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all PTO prior to being eligible for unpaid leave.

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

H. Intermittent Leave or a Reduced Work Schedule

The employee may take FMLA leave in 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 12 workweeks (or 26 workweeks to care for an injured or ill servicemember 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. We ask that teachers prepare lesson plans for their substitutes to use while they are away on leave.

I. Certification for the Employee's Serious Health Condition

The School will require certification for the employee's serious health condition. The employee must respond to such a request within 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 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 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 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 Servicemember (<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 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 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 HR manager. Within five business days after the employee has provided this notice, the HR manager 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 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 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 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. The Administrator is to make the Board of Directors aware of any approved personal leave of absence taken by an employee. 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 days off work with pay in the event of the death of your spouse, child, parent, or sibling; up to three 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 day in the event of the death of a grandparent. Part-time and temporary employees will be granted five days off without pay.

Personal 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 10 days annual, paid PTO to its full-time regular employees (TA's and Part-time / Temporary employees do not receive any paid PTO).

PTO Carryover

PTO may be taken as time accrues at any point during the year, with approval from your Administrator. Each year, you may carry over up to 5 days PTO time beyond your next anniversary date. Any remaining time will be paid out at the rate of \$50 per day. For example, if you are eligible ten days of PTO, and you use 3 days during the school year, 5 days will carry over, and 2 days will be paid out at the rate of \$50 per day, for a total of \$100. Again, if there is unused PTO the subsequent year, only 5 days may be carried forward and the remainder will be paid out.

PTO / Vacation Scheduling

PTO may be taken as weekly periods or as individual days as long as the periods chosen meet with 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. Teachers must prepare lesson plans for their substitutes to use during the period that they are out.

A maximum of four faculty and staff will be approved for PTO on the day directly before and directly after a school holiday/break. This will be approved on a first come basis. No PTO will be approved for the last week of school. All teachers are to be in attendance at teacher work days. These days are not available for PTO. This includes Friday early out days which are designated for school wide professional development and/or team meetings.

Faculty must take PTO in half day increments (4 hours). The exception to this is if you have an appointment after school and need to take off the last hour of the day. This may be done with administrative approval and one hour of PTO used. If you have a teacher cover for you for a period, you still will have to take PTO.

Donation of PTO or use of donated PTO is governed by the Donation of Personal Time Off Policy adopted by the Board of Directors and must be approved by the Administrator as set forth in that policy.

Compensation Time Criteria Middle School Teachers Substituting on their Prep Period

Comp Time May Be **Awarded**:

- For covering classes during prep or unscheduled hours that would usually result in Hawthorn paying a sub.
- When pre-approved as "comp time" by the Lead Director or campus principal
- When arranged by the Lead Director or campus principal (teachers cannot ask another teacher to use comp time)
- When logged by the office and signed off by the Lead Director or the campus principal and the teacher
- For other activities as approved by the Lead Director or the campus principal

- The teacher being “covered” for is using PTO or on a school activity. (Comp time may not be used to cover for “Comp time”)

Comp Time May Be **Utilized When:**

- pre approved by **the Lead Director or the campus principal** and logged by the office
- Not done during hours that do not take a teacher away from Instruction time, Parent Teacher Conferences, Team meetings, and/or Car Pool and other duties.

Comp Time May NOT Be **Utilized Under the following Scenerios:**

- Comp time may not be accumulated and used to end the school year early (shorten the teacher work days/check out at the end of the year. However, if you have comp time and want to be the first to check out, you can work that out with the administration so that you get preference.
- Comp time may not carry over from one year to the next
- Comp time may not be traded for \$\$\$ at a later date

Examples:

Can

- Mr. Smith needs to leave early on Tuesday Mrs. Black has prep 8th period and agrees to cover Mr. Smith’s 8th period class. Mr. Smith’s PTO is approved and Mrs. Black gets “comp time” approved by Lead Director. Mr. Smith takes off the 8th period and Mrs. Black covers the class. Mrs. Black uses her 90 minutes of comp time by leaving at 3:30 on Monday for the next 3 weeks with Lead Director’s or Campus Principal’s approval.

Can Not

- Mr. Smith wants to take off early and Mrs. Black agrees to cover his 8th period class. Mr. Smith agrees to cover Mrs. Black’s 1st period class the following day so that Mrs. Black can come in late. Neither teacher uses PTO as this is a “trade.” Neither teacher talks to Lead Director or Campus Principal.

Workers’ Compensation Insurance

To provide for payment of your medical expenses and for partial salary continuation in the event of a work-related accident or illness, you are covered by workers’ compensation insurance. 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 or A-Plus.

Continuing or Converting Your Group Health Insurance Coverage

In the event you qualify for and have been enrolled in group health insurance coverage, if you resign or are terminated from the School's employ or if your work hours are reduced, and if this event makes you or your dependents no longer eligible to participate in one of our group health insurance plans, you and your eligible dependents may have the right to continue to participate for up to eighteen months at your (or your dependents') expense. **The School and A-Plus may or may not be required to offer you and your dependents this coverage based on the size of the school at the time your employment ends.** If you are determined to be disabled under the Social Security Act at the time your termination or reduction in hours occurs or within 60 days of these events, you may be entitled to continuation coverage for up to twenty-nine months.

Your eligible dependents may also extend coverage, at their expense, for up to thirty-six months in our group health insurance plans in the event of your death, divorce, legal separation, or enrollment for Medicare benefits, or when a child ceases to be eligible for coverage as a dependent under the terms of the plan. The eighteen-month continuation coverage period provided in the event of your termination or reduction in working hours may be extended to thirty-six months for your spouse and dependent children if, within that eighteen-month period, you die or become divorced or legally separated, or if a child ceases to have dependent status. In addition, if you enroll for Medicare during the eighteen-month period, your spouse and dependent children may be entitled to extend their continuation period to thirty-six months, starting on the date that you become eligible for Medicare.

If you or your eligible dependents elect to continue as members of the School's plans, you will be charged the applicable premium charged the School by our carriers plus an additional two percent (2%). Employees with disabilities, however, will be charged an additional fifty (50%) percent of the applicable premium during the nineteenth through the twenty-ninth months of continuation coverage. The premium is subject to change if the rates being charged the School increase or decrease. If this election for continuation coverage is made, you have the right to convert this coverage to an individual policy with our insurance carriers at the end of the continuation period.

Continuation coverage may end, however, if any of the following events occur: (1) failure to make timely payments of all premiums; (2) assumption of coverage under another group health plan, which does not exclude or limit coverage provided to you on account of a preexisting medical condition unless the preexisting condition does not apply due to the Health Insurance Portability and Accountability Act; or (3) the School's termination of its group health plans. If you enroll for Medicare, you will no longer be eligible for continued coverage, but, as noted earlier in this statement, your spouse and dependent children may be entitled to extend their continuation coverage.

Our plan administrator will contact you concerning these options at the time termination occurs or your work hours are reduced. The plan administrator will contact your qualified beneficiaries in the event of your death or enrollment for Medicare benefits. However, in the event that you become divorced or legally separated, or one of your dependents ceases to be eligible for coverage under our group health insurance plans, you and/or your dependent is responsible for contacting A-Plus to discuss continuation/conversion rights. You and your qualified beneficiaries are also responsible for notifying the plan administrator within sixty days of qualifying for social security disability benefits.

For further details regarding continuing or converting your group health insurance benefits, please contact A-Plus.

EMPLOYEE CONDUCT

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.

On Fridays, you may wear jeans and a Hawthorn shirt or a shirt that is a solid Hawthorn color (true red, navy blue, white or baby blue). You do not have to take advantage of the casual Friday dress. However, if you wear jeans, you must wear the indicated shirt. If you do not chose to wear jeans and the appropriate colored shirt, then you must be in business attire. On school days teachers are not to wear flip flops or capris.

Teachers are expected to keep their hair neat and in natural hair colors.

Employees are also 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 or the school's Assistant Administrator Administrative Assistant 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 make notification to your administrator is not acceptable notification. See the family and medical leaves of absence policy earlier in this Policy Guide.) You must also notify appropriate office personnel by 6:30 am on each day of your absence so that arrangements for a substitute teacher may be made.

Employees who leave the school campus during the school day must sign out with the office.

If you are absent for more than three consecutive workdays, a statement from a physician is 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 is 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 dismissal.

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. Teachers should communicate academic concerns to the School's Child Find team.

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 and regulations of the School. This list should not be viewed as being 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 the School property or using alcoholic beverages while engaged in the School business off the 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 / client information.
15. Using school time and/or computers to access and view pornographic web sites.

16. Inappropriate communication with students, including via electronic means (see also the Social Networking Policy adopted by the School's Board of Directors).

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 dismissal.

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 Grievance Policy adopted by the School's 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 may be asked to sign a statement of confidentiality at the time of hire and periodically throughout their term of employment to acknowledge their awareness of, and reaffirm their commitment to, this policy.

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.

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. In this connection, 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 discharge if on investigation they are found to be in violation of the School's security procedures or any other the School rules and regulations.

Electronic and Telephonic Communications

All electronic and telephonic communication systems and all communications and information transmitted by, received from, or stored in these systems are the property of the School. Please refer to the Acceptable Use of Internet and Other Electronic Resources Policy for Employees as well as the Social Networking Policy adopted by the School's Board of Directors. **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 or Board of Directors.

Smoking

In accordance with the Utah Clean Air Act, smoking inside the school building is strictly prohibited. Smoking within 25 feet from any doorway to the school building is prohibited.

Please contact your Administrator if you have any questions about the School's smoking policy. Complaints about violations of this policy may be filed under the School's complaint resolution procedure, which is described elsewhere in this section of the Policy Guide.

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. In this connection, the unlawful manufacture, distribution, dispensation, possession, sale, or use of a controlled substance on the school campus 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 convicted of controlled substance-related violations outside of the workplace, including pleas of nolo contendere (i.e., no contest), must inform the School within five days of such conviction or plea. 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 dismissal.

Every employee, when beginning employment, receives a basic Policy Guide (produced by A-Plus) 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 A-Plus.

Safety and Health

The School is committed to providing a safe and healthful working environment. In this connection, the School makes every effort 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 our facilities 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. In this connection, it is the policy of the School to expressly prohibit any acts or threats of violence by any the School employee or former employee against any other employee in or about the School's facilities or elsewhere at any time. The School also will not condone any acts or threats of violence against the School's employees, students, or visitors on the School's premises at any time 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 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 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 A-Plus 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 cardiopulmonary resuscitation 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 A-Plus 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 generally not to loan money or advance salary to any of its employees.

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 which 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 A-Plus. 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. Generally, information will be released only after a written release has been received from the employee or former employee, whichever the case may be. However, 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.

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.

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 (school property). 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 legal action.

Loyalty to the School; Nondisparagement

The School management 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. Complete loyalty to the school includes complete 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.

Cell Phone Use

The School wishes to remind employees that they are expected to be alert and about the business of the School at all times that employees are on duty. Employees are not allowed to have cell phones or pagers in their possession and turned on for personal use while on duty. Please leave these devices in your locker, desk or automobile. Cell phones and pagers should be turned off or on silent mode during school hours.

If you are issued (or allowed to use) a cell phone for business purposes, please refrain from using the device for personal communications. If you are on duty for the School, and driving any automobile, you are reminded that it is unsafe to drive and use a phone at the same time. If you are using your phone or pager while driving and an accident occurs, the School will not bear any responsibility for any damage that may be deemed to be contributory or to be caused due to the use of communication devices while driving a vehicle. Cell phone use while driving an automobile should only be done with the use of a hands-free set.

If employees use a school sponsored cell phone for personal use and the number of minutes allowed on the usage plan is exceeded, the employee will be responsible for the additional charge. The additional charge will be billed to the employee and the employee may be required to forfeit use of the cell phone until the cost has been paid or lose the use of the cell phone altogether.

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 A-Plus 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 policies, 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 an electronic version of the Policy Guide, including the drug and alcohol policy, via e-mail and promise to read its contents and understand my responsibilities to comply with the policies, and promise to abide by the policies of the School. I further understand that failure to comply with policies within the Policy Guide may result in termination of my employment.

Print Name

Date

Signature