

**new school for the arts
& academics**

**Faculty Procedures Handbook
Employee Policy & Procedures**

Revised March 2017

Contents

Part 1 Employee Handbook

Part 2 Policy and Procedures

MISSION1

VISION AND BACKGROUND 1

EMPLOYMENT POLICIES 2

 About This Handbook..... 2

 Employment at NSAA is At Will 3

 Equal Employment Practices 3

 Unlawful Discrimination is Prohibited 3

 Disabilities/Reasonable Accommodation Requests..... 3

 Prohibited Harassment 3

 Sexual Harassment Defined..... 4

 Harassment Due to Race, National Origin, etc., Defined 4

 NSAA’s Reporting Procedure..... 4

 Protection Against Retaliation 5

EMPLOYMENT PRACTICES AND PROCEDURES..... 5

 Background Checks 5

 Fingerprinting Requirement..... 6

 Certification Concerning Criminal Issues..... 6

 Immigration Compliance 7

 Qualifications 7

 Communicable Diseases 8

 Conflict of Interest 8

 Employment Status 9

 Introductory Period 9

 Employee Classifications..... 9

 Overtime 10

 Timekeeping Requirements 10

 Salary Pay Policy 10

 Performance Evaluations 11

Contacts.....	11
Renewal/Non-Renewal of Contracts.....	11
Termination Procedure.....	13
Open-Door Policy/Complaint Procedures	13
Reduction in Force.....	14
Transfers and Assignments.....	15
STANDARDS OF CONDUCT	15
Teaching Duties and Responsibilities.....	18
Employee Ethics	19
FERPA.....	20
Drug and Alcohol Abuse	20
Substance Abuse by Employees	22
Criminal Drug Convictions.....	23
Inspection of Property, Equipment and Vehicles	23
Drug and Alcohol Testing.....	24
Specimen Collection and Testing Procedures.....	25
Confidentiality of Test Results	26
Consequences of Refusal	26
Right to Explain Test Results	26
Consequences of Confirmed Positive Test Results	27
Methods of Intervention for Suspected Alcohol or Drug Problems:	27
POLICY REGARDING WORKPLACE VIOLENCE.....	27
DISCIPLINARY PROCESS	28
Level of Discipline.....	28
General Provisions for Discipline.....	28
Procedure for Long Supervision or Termination	29
Authority of the Hearing Officer	32
Authority of the Board on Appeal	32
Status During Pendency of Appeal.....	33
Resignation Requirements	33
BUSINESS ETHICS.....	33
Participation in Political Activities	33
Staff-Student Relations	34

Gifts and Solicitations.....	35
Tutoring for Pay.....	36
School Calendar.....	36
EMPLOYEE BENEFITS.....	36
Administration of Benefits.....	36
Holidays.....	37
Vacations.....	37
Insurance Benefits.....	37
Health Insurance.....	37
Life Insurance.....	38
Unemployment Compensation.....	38
Arizona State Retirement Fund.....	38
Sick Leave.....	38
Leaves of Absence.....	39
General Provisions.....	39
Family and Medical Leave.....	39
Workers' Compensation Leave.....	42
Military Leave (Active and Reserve Service).....	43
Other Time Off.....	44
Jury Duty Time Off.....	44
Voting Time Off.....	44
Professional Development.....	44
FACILITIES.....	44
Internet and Electronic Mail Use.....	44
Smoking.....	46
Safety and Health.....	46
EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT.....	47

MISSION

The New School for the Arts & Academics Performing and Visual Arts Middle and High Schools are public charter schools that strive to provide comprehensive and stimulating course work to young artists, preparing students to continue in their education, either at a college prep high school or in college. NSAA teaching methods are aligned with the Arizona state standards, and all coursework is taught using integration of art into the classroom, setting NSAA apart from traditional public schools. The graduates of NSAA leave with the ability to make cognitive connections between academics and art, and they have experienced art in the classroom through the teachings of professional artists and qualified teachers.

VISION AND BACKGROUND

In 1995, Founder Ron Caya had a vision: to open a high school that would give students an advantage in art and humanities with hopes of its graduates entering the professional fields of art and education. This has been achieved as demonstrated by the number of NSAA graduates continuing to college programs and becoming professionals in their fields, even returning to NSAA to teach the vision. NSAA has taken pride in staffing our faculty with professional artists and knowledgeable teachers. Our students excel due to the efforts of our dedicated teachers and staff. The NSAA community, although has changed over time, is essential to their success.

After 9 years of operating a high school, Founder Ron Caya decided it was time to open a middle school with a quality and comprehensive arts and academic curriculum to feed into the high school; this took place in 2003. The middle school physically joined the high school campus in 2005 and shares teachers and staff which bring the program and continuity between the two schools closer. In 2005 the schools served families from 22 zip codes in the valley.

The NSAA organization holds two charters; the high school and middle school. Both schools are classified as highly performing public schools according to the Arizona Department of Education. We are working towards reaching the excelling category of the standards, and earning the college preparatory status the founder and the charter of the high school describes. Both schools are working on earning accreditation, not as an indicator of achievements, but to permit our students easy movement among other public schools and universities.

An enormous part of our successful community relies on the NSAA faculty and staff. We take pride in hiring staff that are qualified teachers and professional artists. NSAA teachers are among the best in the field and continue to grow and develop according to the needs of the school and the community and evolve with the demands of teaching pedagogy and practices. Our students are privileged to have such a diverse group of faculty and staff to support and guide them.

The city of Tempe has played an instrumental role in contributing to the success of the schools since relocating to Tempe from Scottsdale five years ago. Both schools have been awarded and supported by city grants, and recognition by the Mayor of Tempe and the City Council. We share ownership in the property of the parking lot with hopes of becoming more accessible to families in the Valley when the light rail is up and running. The City of Tempe also uses our facility for city meetings, and classes ranging from music to dance classes. The schools have created an

annual tradition in participating in Mill Avenue events and other community festivals to bring the community closer, raise money and acquire recognition for the talented artists we teach.

Although NSAA has a teaching philosophy unlike traditional public schools, the requirements for charters remain the same as for other public schools. NSAA must demonstrate progress from year to year in student achievement that is measured through state approved assessments; meet a graduation requirement for high school seniors; and comply with all legislation both federal and state. NSAA is obligated to fulfill the goals and items described in the charter contracts with the Arizona State Board for Charter Schools. If NSAA does not meet these requirements, funding and the integrity of the charter contract may be questioned and possibly withheld or revoked.

On behalf of the NSAA administration and School Boards, we welcome our staff and faculty and look forward to experiencing success for all of you and our families we serve.

EMPLOYMENT POLICIES

ABOUT THIS HANDBOOK

This employee handbook contains information about the employment policies and practices of NSAA (hereinafter referred to as “NSAA” or the “School”). We expect each employee to read this handbook carefully as it is a valuable reference for understanding your job and this School. All previously issued handbooks and any inconsistent policy statements -- oral or written -- are superseded by the provisions in this handbook. Policies other than as described in this handbook can be adopted only by the Governing Board or by the Executive Dean.

NSAA reserves the right to revise, delete or add to any and all policies, procedures, work rules or benefits stated in this handbook. All such revisions, deletions or additions may be made at any time with or without notice, but they must be in writing and must be signed by the Governing Board or Executive Dean of the School. No oral statements or representations can change or alter the provisions of this handbook.

Nothing in this handbook or in any other personnel document, including benefit plan descriptions, creates, or is intended to create a contract, promise or representation of continued employment for any employee. No supervisor or manager has any authority to enter into a contract of employment -- express or implied -- with any employee. Only the Governing Board or Executive Dean of the School has the authority to enter into an employment agreement, and then only in writing. Indeed, any binding commitments regarding your employment being anything other than at will must be in writing and signed by the Governing Board or Executive Dean of the School.

Not all School policies and procedures are set forth in this handbook. We have summarized only some of the more important ones. If you have any questions or concerns about this handbook or any other policy or procedure, please ask Human Resources.

EMPLOYMENT AT NSAA IS AT WILL

Unless you have an employment agreement to the contrary, employment at NSAA is at will. This means that employment may be terminated for any or no reason, with or without cause or notice, at any time by you or NSAA. Nothing in this handbook, any other document or any oral statement can limit the right to terminate employment at will.

This at-will employment policy may be revised, modified, deleted or superseded only by a written employment agreement signed by the Executive Dean, which expressly revises, modifies, deletes or supersedes the at-will employment policy. Unless your employment is covered by such a written employment agreement signed by the Executive Dean, this at-will employment policy is the sole and entire agreement between you and the School as to the duration of employment and the circumstances under which employment may be terminated.

EQUAL EMPLOYMENT PRACTICES

UNLAWFUL DISCRIMINATION IS PROHIBITED

The School is an equal opportunity employer and makes employment decisions on the basis of merit and other non-discriminatory factors. In accordance with applicable law, the School prohibits discrimination based on race, color, religion, sex, pregnancy, age, national origin or ancestry, physical or mental disability, genetic characteristics, veteran status or any other consideration protected by federal, state or local laws.

DISABILITIES/REASONABLE ACCOMMODATION REQUESTS

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship and/or a direct threat to the health and/or safety of the individual or others would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Department and request such an accommodation. The individual with the disability should specify in writing what accommodation he or she needs to perform the job. The School will consider the request, and may request additional information from the employee, to identify possible accommodations, if any, that will help to employee perform the essential functions of the job. If the accommodation is reasonable and will not impose an undue hardship on the School and/or a direct threat to the health and/or safety of the individual or others, the School will make an appropriate reasonable accommodation.

PROHIBITED HARASSMENT

NSAA is committed to providing a work environment free of unlawful harassment. Therefore, the School prohibits sexual harassment and harassment because of race, color, gender, national origin or ancestry, religion, disability, age, or any other basis protected by federal, state or local law. The School also prohibits harassment based upon the perception that a person has, or is associated with a person who has, any of these characteristics. NSAA's policy prohibits

harassment of employees, students, applicants, and persons providing services. The School is committed to taking all reasonable steps to prevent harassment from occurring.

SEXUAL HARASSMENT DEFINED

Sexual harassment is defined as unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when: (1) submission to such conduct is made a term or condition of employment; or (2) submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

HARASSMENT DUE TO RACE, NATIONAL ORIGIN, ETC. DEFINED

In addition to sexual harassment, federal and state law prohibits harassment based on race, color, national origin, religion, age and disability. Improper harassment includes verbal or physical conduct that creates an intimidating, hostile, or offensive work environment or that unreasonably interferes with an employee's work performance. Examples of conduct that may constitute harassment include, but are not limited to:

- The use of racial, ethnic, or gender-based slurs;
- Epithets or negative stereotyping;
- The use of socially unacceptable words at the workplace, even between employees of the same racial, ethnic, religious or disability group;
- Written materials that condone hostility because of race, color, national origin, age, or disability.

NSAA'S REPORTING PROCEDURE

NSAA is committed to investigating each complaint of harassment. NSAA's reporting procedure provides for a timely, thorough and objective investigation of any harassment or discrimination claim, appropriate disciplinary action against anyone found to have engaged in prohibited harassment or discrimination, and other appropriate remedies if warranted under the circumstances.

If you believe you have been harassed or discriminated against on the job, or if you are aware of the harassment or discrimination of others, you must provide a report, preferably in writing, to the Executive Dean as soon as possible. As an alternative, you may file the report with any member of the Governing Board. The report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, emails, cartoons, etc.). All incidents of harassment or discrimination that are reported will be investigated. The School will endeavor to protect the privacy and confidentiality of all parties involved to the extent possible consistent with a thorough investigation.

The Executive Dean (or his/her designee) will investigate reports made under this policy as soon as reasonably possible. The investigation may include meetings, interviews and requests for written statements from the complainant, any witnesses, and the alleged harasser. During the investigation, the cooperation of all involved is required.

If the School determines that harassment or discrimination has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment or discrimination. Employees may be disciplined for violations of this policy, even if the violations do not rise to the level of being unlawful. For example, employees may be disciplined for isolated incidents of misconduct, up to and including termination, even if the misconduct does not constitute severe or pervasive unlawful behavior. If a complaint of harassment or discrimination is substantiated, appropriate disciplinary action, up to and including termination, will be taken. If the discipline is to exceed ten days of suspension without pay or termination, the Executive Dean will initiate the due process provisions of NSAA's disciplinary hearing procedure.

If the investigation does not reveal any policies have been violated, NSAA will inform the complainant in writing.

PROTECTION AGAINST RETALIATION

Applicable law also prohibits retaliation against any employee by another employee or by the School for reporting, filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by the School or a federal or state enforcement agency concerning discrimination or harassment. Please report any retaliation to the Executive Dean or any member of the Governing Board of the School. Any report of retaliatory conduct will be objectively, timely and thoroughly investigated in accordance with the School's investigation procedure outlined above. If a report of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken against the perpetrator.

If the School determines retaliation has occurred, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future retaliation. The School will not retaliate against any employee for filing a complaint and will not knowingly permit retaliation by management or coworkers.

EMPLOYMENT PRACTICES AND PROCEDURES

BACKGROUND CHECKS

The School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and nonviolent, and who do not present a risk of serious harm to their co-workers, the students, or others. All employees working with children must be fingerprinted and the School will run a background check. For purposes of furthering these concerns and interests, the School reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal requirements, the School also reserves the right to obtain and

to review an applicant's or an employee's credit report, criminal history, and other relevant information, and to use such information when making employment decisions.

FINGERPRINTING REQUIREMENT

In accordance with A.R.S. § 15-106, it is mandatory that all school employees hold a current fingerprint clearance card. In the event of lost, stolen or expired cards, the employee may be removed from the classroom and used in a clerical capacity, which will be reflected in their salary, or they may be placed on unpaid leave until the current card is submitted to Human Resources. It is the responsibility of the employee to plan on renewal before expiration and replace the card if lost. NSAA is only responsible for providing the charter board and ADE with copies of cards, not alert employees of renewal or replacement.

CERTIFICATION CONCERNING CRIMINAL ISSUES

Pursuant to Arizona law, applicants for employment and employees shall certify whether or not they are awaiting trial or have been convicted of or admitted committing any of the following criminal offenses in Arizona or similar offenses in other jurisdictions:

1. Sexual abuse of a minor.
2. Incest.
3. First or second degree murder.
4. Kidnapping.
5. Arson.
6. Sexual assault.
7. Sexual exploitation of a minor.
8. Felony offenses involving contributing to the delinquency of a minor.
9. Commercial sexual exploitation of a minor.
10. Felony offenses involving sale, distribution or transportation of, offer to sell, transport, or distribute or conspiracy to sell, transport or distribute marijuana or dangerous or narcotic drugs.
11. Felony offenses involving the possession or use of marijuana, dangerous drugs or narcotic drugs.
12. Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
13. Burglary in the first degree.

14. Burglary in the second or third degree.
15. Aggravated or armed robbery.
16. Robbery.
17. A dangerous crime against children as defined in A.R.S. § 13-705.
18. Child abuse.
19. Sexual conduct with a minor.
20. Molestation of a child.
21. Manslaughter.
22. Aggravated assault.
23. Assault.
24. Exploitation of minors involving drug offenses.

NSAA has developed and implemented procedures that include the following for employees:

- (1) Background checks and investigation, per A.R.S. § 15-512, to obtain information regarding prior employers and other references in order to determine a person's fitness and qualifications for employment;
- (2) Information from the Arizona Department of Education regarding a person's certification record when applicable; and
- (3) Fingerprinting of employees and providing fingerprint checks.

IMMIGRATION COMPLIANCE

The School will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States. In accordance with the Legal Arizona Workers Act, the School uses "E-Verify" to confirm the work authorization of all employees hired after January 1, 2008.

QUALIFICATIONS

When the job requires certification, degrees, or other special training or academic achievements, the employee must provide proof of such attainment from the institution certifying the requirements were satisfactorily completed. All teachers must meet the NSAA, Arizona Department of Education, federal Department of Education and any other applicable requirements.

COMMUNICABLE DISEASES

MEASLES (RUBOELA)

It shall be a condition of employment that, unless exempted, all personnel, including substitutes and temporary employees, born after January 1, 1957, shall present proof of immunity to Ruboela (measles) prior to reporting for work. Evidence of immunity to measles shall consist of: (1) a record of immunization against measles with a live virus vaccine given on or after the first birthday; or (2) a statement, signed by a licensed physician or a state or local health officer, affirming serologic evidence of having had measles.

GERMAN MEASLES (RUBELLA)

Similarly, unless exempted, all personnel, including substitutes and temporary employees born after January 1, 1942, shall present proof of immunity to Rubella (German Measles) prior to reporting for work. Evidence of immunity to Rubella shall consist of: (1) a record of immunization against Rubella given on or after the first birthday, or (2) statement, signed by a licensed physician or a state or local health officer, affirming serologic evidence of having had Rubella; or (3) attaining age 45 (presumed immunity).

GENERAL INFORMATION

Exempted employees include those with medical contraindications for receiving vaccines and those who refuse immunization for religious beliefs. Non-immune employees, including those who utilize the exemption, in the event of an outbreak of either disease, will be placed on leave without pay during the time they are excluded from work due to the outbreak. If sick leave is available, it may be used during this period of time.

OTHER COMMUNICABLE DISEASES

Any staff member who has, or is recovering from, a communicable disease including, but not limited to diphtheria, chicken pox, hepatitis, tuberculosis, influenza, measles, or mumps will not be permitted to work until the period of contagion is over, or until a physician recommends their return, in accordance with Arizona law or appropriate health department authorities.

CONFLICT OF INTEREST

EMPLOYMENT OF CLOSE RELATIVES

No person employed by NSAA may be directly supervised by a close relative or family member, which includes parent, spouse, child, life partner, brother, sister, or anyone living in the employee's household. The policy applies to seasonal, temporary or part-time work as well as for full-time employment.

NSAA will not employ a dependent of a Governing Board member under any circumstances.

BUSINESS RELATIONS

Any employee who has, or whose relative has, a substantial interest in any decision of NSAA shall make known this interest in the official records of NSAA, and shall refrain from participating in any manner as an employee in such decisions.

VENDOR RELATIONS

No employee will accept gifts from any person, group, or entity doing, or desiring to do, business with NSAA. The acceptance of any business-related gratuity is specifically prohibited, except for widely distributed advertising items of nominal value. Acceptance of business lunches or meals and holiday gifts for general consumption is generally not a violation of this policy.

EMPLOYMENT STATUS

INTRODUCTORY PERIOD

The first 90 days of continuous employment at NSAA, during which you learn your responsibilities and get acquainted with your fellow employees, is considered an introductory period. During this time, your performance will be closely monitored and you will have a chance to decide whether you are and will be happy with your job, and your supervisor will have the opportunity to determine whether you are adapting to your new work at the School. Your supervisor can extend this period if necessary. During the introductory period, any employee may be terminated without cause or notice. Subject to any employment contract or applicable law, completion of the probationary period does not alter the at-will employment relationship.

EMPLOYEE CLASSIFICATIONS

Full-Time Non-Exempt Employees: Full-time non-exempt employees are those who are normally scheduled to work and who do work a schedule of 40 hours per week. Following the completion of the introductory period, full-time non-exempt employees are eligible for all employee benefits described in this Handbook.

Part-Time Non-Exempt Employees: Part-time non-exempt employees are those who are scheduled to and do work less than 40 hours per week. Part-time non-exempt employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time non-exempt employees are eligible for some, but not all, employee benefits described in this Handbook.

Temporary Employees: A temporary employee is one hired for a specific term or project and is not eligible for any benefits other than those benefits required by law. Reclassification of a temporary employee to a regular employee is at the sole discretion of the School and must be in writing.

Independent Contractors: Independent contractors are not employees of the School. They are hired to perform specific services under contract. They are not entitled to any employee benefits.

Exempt Employees: Exempt employees are those who are not entitled to premium pay for overtime under state and federal law. Pursuant to the federal Fair Labor Standards Act, school administrators, teachers and certain other employees are exempt employees.

OVERTIME

All non-exempt employees will be paid overtime at a rate of time and one-half the employee's regular rate of pay for all hours worked in excess of 40 hours in one workweek. Only those hours that are actually worked are considered for overtime pay. Compensated holidays or paid time off, for example, are not hours worked and therefore are not counted in overtime calculations. An employee may request in writing to make up time lost due to personal obligations in lieu of overtime pay, provided the time is made up during the same week and does not result in working more than 40 hours in one workweek to make up the time lost. This request must be approved in writing by the employee's direct supervisor prior to the change in scheduled work hours.

Exempt employees are not eligible for overtime pay and are expected to work the hours necessary to complete their job duties.

TIMEKEEPING REQUIREMENTS

All employees are required to keep accurate time records of all hours worked. Non-exempt employees are required to record the beginning and end of each work period and meal period. Time records must also include time missed due to illness, vacation, holidays, and other time off. Employees should advise their supervisor of mistakes on time records as soon as possible. No employee may record time for another employee. Falsification of employee time records may result in discipline, up to and including termination.

SALARY PAY POLICY

Full-time administrative employees will work on a twelve-month contract and 30 or more hours per week. Full-time teachers will work from start to finish of their contractual period and, typically, teaching six classes if in the high school, and teaching five classes if in the middle school.

A teacher is classified as part-time if regularly scheduled to teach four classes or fewer.

Employee salaries are set based on duties and responsibilities, and are determined upon the recommendation of the Principal and the authority of the Executive Dean.

In general, exempt employees receive their salary for any week in which they perform any work. However, an exempt employee's salary may be reduced for complete days of absence in certain instances, such as before sick leave benefits accrue or after they are exhausted, and for incomplete initial and final weeks of work. An exempt employee's salary will not be reduced due to partial weeks of work because of service as a juror, witness or in the military, or for lack of work.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act, as well as state law, and shall be construed in accordance with these laws. Exempt employees are encouraged to bring any question concerning their pay to the Executive Dean so that any inadvertent error can be corrected.

PERFORMANCE REVIEWS

NSAA recognizes the importance of performance appraisals, feedback interviews, planning and communication sessions between supervisors and employees. The formal process involves probationary and annual employee evaluations by the supervisor based on job performance, meeting professional development requirements established by the Executive Dean, meeting deadlines for data entry, attending school events and functions as well as teacher self evaluations, surveys from teachers, students, and parents and other factors. Your supervisor will periodically review your performance and discuss the review with you. Your first performance evaluation will likely be conducted after you complete your introductory period. After that review, you will receive an annual performance evaluation, although the frequency of performance evaluations may vary depending upon, among other things, length of service, job position, past performance, changes in job duties or recurring performance problems.

Your performance evaluations will include a review of the quality and quantity of the work you perform, your knowledge of your job, your initiative, your work attitude, your attitude towards others and other job-related factors. The performance evaluation should help you become aware of the progress you are making, the areas in which you need to improve, and objectives or goals for future work performance. Positive performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the School and depend upon many factors in addition to your individual performance.

For all employees, the evaluation may set forth a remediation program or plan of improvement. The remediation provision may discuss the specific nature of the deficiencies, specific instances of behavior, the acts or omissions constituting the deficiencies, and/or any other information regarding the deficiencies. The plan should then set forth the changes to be made and suggestions or guidelines for improvement, as well as a time frame for the changes and/or improvements to be made. Failure to comply with the remediation plan, in whole or in part, may lead to termination of employment.

CONTRACTS

NSAA may enter into an individual written contract with employees commensurate with the requirements of the position. All terms and conditions of contracts conform to the requirements of applicable Arizona law.

RENEWAL/NON-RENEWAL OF CONTRACTS

NSAA shall, between March 15 and May 15, offer an employment contract for the next ensuing school year to each full-time teaching staff member and administrator who is under a contract of employment with NSAA for the current school year, unless, on or before April 30, the teacher is given notice of NSAA's intention not to offer a new contract.

The employee's acceptance of the contract for the ensuing year must be indicated within thirty (30) days from the date of the written contract offer or the offer is revoked. The employee accepts the contract by signing the contract and returning it to the Executive Dean.

Notice of NSAA's intention not to reemploy a full-time teacher or administrator will be in writing and delivered personally or by mail directed to the employee's place of residence as recorded in NSAA's records. The notice will incorporate a statement of the reasons for non-renewal of the employment contract. If the reasons are based upon inadequacy of performance, the Board or the Executive Dean (or his designee) will, at least ninety (90) days prior to such notice, give the employee written preliminary notice of his/her inadequacy, which may be part of the employee's performance review. The notice is intended to set forth the nature of the inadequacy with sufficient particularity in order to furnish the employee an opportunity to sufficiently correct his/her inadequacies.

The Board may delegate to the Executive Dean (or his/her designee) the issuance of preliminary notices of inadequate performance without the need for prior approval by the Board.

If, within the ninety (90) days after notice of inadequate performance, the employee does not show or demonstrate sufficient improvement, notice of non-renewal may be issued at that time. In other words, NSAA does not have to wait for the ninety (90) days to expire before the notice of non-renewal is given.

Nothing in this policy limits NSAA from terminating an employee for misconduct, attendance deficiencies, budgetary or economic reasons, or for purposes of reorganization or consolidation. Also, a non-disciplinary termination may occur for various reasons, which include performance problems, reductions in force, or contract non-renewal.

Full-time employees whose contracts are being renewed or extended and who have been employed for at least two (2) years may utilize the Disciplinary Process applicable for long suspensions and termination, starting with Step 3. A timely request for a hearing must be filed. During the pendency, the employee will not be paid unless reassigned to perform other work duties. (See provision on Performance Problems set forth below.) There are no appeal procedures available for full-time employees (teachers and administrators) who have not completed two (2) years in the position.

CONTRACT NON-RENEWALS

If up to sixty (60) days notice of non-renewal of employee's written employment agreement is given by NSAA, it shall constitute a permanent layoff and is not a violation or breach of the agreement, applicable law or NSAA's policies. The procedure for termination under the Disciplinary Rules is not applicable. The sixty (60) day notice is applicable only at the end of the full term of the employment agreement.

INELIGIBILITY FOR UNEMPLOYMENT COMPENSATION

Pursuant to A.R.S. § 23-750, unemployment compensation benefits are excluded for educational institution personnel during non-working periods of time. These times include vacations, holidays and between academic years. The exclusion of benefits between academic years is

when the employee is given reasonable assurance for returning to work for the next academic year.

TERMINATION PROCEDURE

Although NSAA reserves the right to deviate from this procedure when warranted and permissible, the procedure for termination for performance problems is typically as follows:

- (a) written notification to the employee outlining or itemizing the problems, listing the areas for improvement, and a period of time for the improvement to be made and/or the problems to be rectified, which typically is not less than thirty (30) calendar days;
- (c) if the necessary improvements or corrections are not made to the satisfaction of the administration, the employee's termination will be recommended to the Executive Dean;
- (d) the Executive Dean will review and determine whether the recommendation for termination should be upheld.

The employee may file a written dissent regarding the recitation of performance problems and/or plan of improvement. Likewise, the employee may submit his/her position regarding the recommendation for termination. Also, the Executive Dean may hold a meeting with the employee and other personnel in order to reach the decision on the recommended termination. The decision by the Executive Dean shall be final.

OPEN-DOOR POLICY/COMPLAINT PROCEDURES

At some time during your employment, you may have a complaint, suggestion, or question about your job, your working conditions or the treatment you are receiving. In order to resolve problems, employees are encouraged to discuss any problems or complaints with their supervisor or appropriate administrator. It is anticipated that if these lines of communication are utilized, complaints and problems can be rectified.

In the event an employee has a complaint that alleges a violation or misinterpretation of any NSAA policy, standard, rule or procedure that directly and specifically governs the employee's terms and condition of employment, he/she should use the following procedure.

PROCEDURAL STEPS

Step One: Within five (5) days after the complainant knew, or should have known, of the action that gives rise to a complaint or within five (5) days after the informal conference, the complainant must present the complaint in writing to his/her immediate supervisor.

The complaint should contain a summarized statement of the events or circumstances giving rise to the complaint, a specific reference to the policy, standard, rule or procedure that directly and specifically governs the employee's terms and conditions of employment, and any other information that can assist in the processing of the complaint.

The immediate supervisor will communicate a decision to the employee in writing within five (5) days after receiving the complaint. However, the supervisor may request a conference or seek to engage in other activities in an attempt to resolve the grievance. Therefore, the five-day time limit may be extended.

Step Two: In the event the complaint is not resolved at Step One, the complainant may appeal to the Executive Dean. This appeal must be in writing and must be submitted within five (5) days after receipt of the supervisor's response.

The appeal shall include a copy of the original complaint, the supervisor's response, and a summary statement of the reasons for the appeal.

The Executive Dean will issue his/her decision in writing within ten (10) days after receiving the appeal. However, the Executive Dean may request a meeting, conference, or undertake an investigation, if he deems necessary, in order to issue his/her decision. As such, the ten-day time frame may be extended.

The decision of the Executive Dean shall be final and binding unless the Executive Dean decides to submit the appeal to the President of the Governing Board. If this is done, the Board will review the appeal to the extent it deems necessary and will issue a response at the time of the next regular Board meeting or within twenty (20) days, whichever occurs first. The Board's response constitutes a final and binding decision.

REDUCTION IN FORCE

While the School hopes to continue growing and providing employment opportunities, changes in the economy, unavailability of financial aid, assistance, or the lack of financial funds or grants, and other factors can create a need to restructure or reduce the number of people employed.

If it becomes necessary to restructure or reduce the number of employees, the School will attempt to provide advance notice, if possible, so as to minimize the impact on those affected. Employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite, if possible.

In determining who will be subject to the layoff or reduction, various factors will be taken into consideration. These include, among others: probationary status, performance, attendance, attitude, length of service, nature of position held, qualifications, ability to perform (without training) retained jobs, special skills or talent, and other factors. These factors are applicable whether or not the reduction is temporary or permanent. (Note: None of the factors is considered to be dominant). Ultimately, however, the School has the sole discretion to determine which employees will be selected for layoff.

It is realized that involuntary assignments or transfers of non-terminated employees may occur because of the reasons for the reduction in force. When this occurs, the reassigned or transferred employee shall have the option of accepting the job or taking a permanent layoff. Thirty (30) days pay will be granted to the employee who accepts a permanent layoff.

In the event of a temporary layoff, when recall is necessary, it shall be in the reverse order of layoff and/or in accordance with the factors set forth above regarding the determination for layoff. If the temporary layoff exceeds three (3) months, it shall be considered to be a permanent layoff and the recall provision is not applicable.

In any layoff that exceeds thirty (30) calendar days, the requirements of COBRA will be in effect.

For recall purposes, the employee will be notified by telephone and/or letter. The employee will have two (2) work days to notify the Executive Dean's office of his/her intent to return and the return must be within seven (7) calendar days thereafter. Failure to timely respond and/or return may result in termination.

The procedures for termination under Disciplinary Process are not applicable or available in reduction in force situations, nor are they applicable to termination of full-time teachers and administrators employed for two (2) years or less.

TRANSFERS AND ASSIGNMENTS

The Executive Dean or his/her designee determine all staff assignments. Such assignments will be based on the needs of NSAA following input from administrative staff members and others, as determined from time to time. In addition, no right to a specific grade or subject will be guaranteed or inferred from the employment contract or prior years' service.

All reassignments or transfers will be based on the needs of the instructional program. Assignments, reassignments, and transfers may be necessary when it is determined to be in the best interest of the students, school and personnel.

Professional staff members may apply for transfer or reassignment, whether or not a vacancy exists. Generally, transfers will not be approved during the school year unless the needs of NSAA dictate otherwise. In the event a vacancy occurs, first consideration will be given to the staff member who has applied for transfer or reassignment, provided the individual is fully qualified to perform the duties and responsibilities of the position.

In cases of vacancies in new or existing positions, first consideration will be given to qualified applicants among current employees before hiring outside personnel.

The Executive Dean makes all decisions regarding assignments, reassignments, and transfers.

STANDARDS OF CONDUCT

All personnel shall refrain from the following list of unacceptable conduct, which is illustrative and not intended to be all-inclusive. Therefore, in the event NSAA management has sufficient grounds to believe or reasonable suspicion that there have been violations of conduct, disciplinary action, up to or including termination, may be taken. Unacceptable conduct includes:

- (1) Excessive or repeated tardiness or absences or failure to timely notify your supervisor;
- (2) Communicating using social media without parental consent, or for non-school subjects;
- (3) Interfering with another employee's job performance;
- (4) Failure to observe working hours such as the schedule of starting time, quitting time and meal or break periods;
- (5) Performing unauthorized personal work on NSAA time;
- (6) Failure to notify supervisor of intended absence in advance;
- (7) Unauthorized use of the NSAA telephone or equipment for personal business;
- (8) Commitment of any acts while off duty that could bring discredit to NSAA;
- (9) Unresolved personality conflicts or attitude problems;
- (10) Repeated disregard of personal appearance, hygiene or appropriate dress standards;
- (11) Using profane or abusive language at any time on NSAA premises;
- (12) Any conduct obstructing, disrupting, or interfering with teaching, learning, research, service, administrative or disciplinary functions, or with any activities sponsored or approved by the Board or Executive Dean;
- (13) Physical or verbal abuse of, or threat of harm to, any student or employee, or anyone on property controlled or used by NSAA, regardless of location;
- (14) Damage, or threat of damage, to property of NSAA or of any student or employee of NSAA, regardless of location, or property of a member of the community or a visitor of the school, when the property is located on school premises;
- (15) Forceful or unauthorized entry to or occupation of NSAA facilities, including rooms, buildings, and grounds;
- (16) Use, possession, distribution, manufacture, transfer or sale of or reporting to work after using, drugs, alcohol, or other illegal contraband on NSAA property, parking area or at school-sponsored functions;
- (17) Conduct or speech that violates commonly accepted standards and that, under present circumstances, has no redeeming social value;

- (18) Insubordination or failure to carry out directives or work orders of supervisory or administrative personnel, or failure to identify oneself to any NSAA official or law enforcement officer when legally requested to do so;
- (19) The carrying or possessing of a weapon on school property, which includes parking areas, unless first obtaining specific written authorization from the Executive Dean;
- (20) Any conduct violating any federal, state, or local law or regulation;
- (21) Failure to protect or properly care for NSAA or student property;
- (22) Failure to give coworkers, students and parents the dignity and respect that they deserve, or embarrassing any coworker, student or parent unnecessarily.
- (23) Engaging in unprofessional conduct;
- (24) Committing fraud in securing appointments;
- (25) Exhibiting incompetence in their work;
- (26) Exhibiting inefficiency in their work;
- (27) Exhibiting improper attitudes;
- (28) Neglecting their duties;
- (29) Engaging in acts of insubordination;
- (30) Engaging in acts of dishonesty;
- (31) Engaging in acts of child abuse or child molestation;
- (32) Engaging in discourteous treatment of NSAA personnel, parents, or the public;
- (33) Engaging in misuse or unauthorized use of school property;
- (34) Breaching or violating any of NSAA's policies, standards, rules and regulations.

All personnel must immediately report any physical altercation, involvement with alcohol or drugs, or presence of a weapon during school or working hours in or around school premises.

All personnel are expected to conduct themselves in a manner consistent with effective and orderly education and to protect the students' and NSAA's property. They are expected to

maintain order and carry out all orders or directives given by the Executive Dean, administrators, and/or supervisory personnel.

All personnel are expected to dress appropriately and maintain a general appearance to reflect their position and so as not to be detrimental to the educational program, reputation or appearance of the school.

TEACHING DUTIES AND RESPONSIBILITIES

In addition to exercising sound classroom discipline and supervision, teachers shall be responsible for a number of items. These include:

- (1) Presenting any certification or licensing when requested;
- (2) Enforcing a course of study, the use of adopted textbooks, and the standards, policies, and rules and regulations of NSAA.
- (3) Holding pupils to strict account for disorderly conduct;
- (4) Exercising supervision over pupils in the halls, recess and other non-classroom settings;
- (5) Keeping a school register, which shall be carefully preserved as one of NSAA's records;
- (6) Making such reports as may be required or requested;
- (7) Making the decision to promote or retain a pupil in a grade or to pass or fail a pupil in a course (such decision may be overturned only as provided in A.R.S. § 15-342 (11)); and
- (8) Complying with all policies, standards, rules and procedures of NSAA and applicable law relating to the duties and responsibilities of an employee of NSAA and of a teacher in general.

A teacher shall not use sectarian or denominational books or teaching aids or teach any sectarian doctrines or conduct religious exercises.

In addition to these responsibilities, the Executive Dean or Principal may develop a job description for Department Chairs and teachers that must be followed.

A teacher, who fails to comply with the duties and responsibilities set forth herein, as well as the standards for teachers in general, and in accordance with their job description, may be subject to disciplinary action, up to and including termination.

EMPLOYEE ETHICS

All personnel of NSAA are expected to maintain high standards of personal and professional ethics. The standards must be regular and ongoing and applied reasonably to students, parents, other personnel, and the public at large. The responsibility requires the personnel to maintain standards of exemplary professional conduct. It must be recognized that the actions of NSAA personnel will be viewed and appraised by the community, professional associates, and students. To these ends, all personnel shall be responsible for:

- (1) Making the well-being of students the fundamental value of all decision-making and action;
- (2) Maintaining just and courteous relationships with pupils, parents, staff members, and others;
- (3) Striving for the maintenance of his/her efficiency and knowledge of developments in his/her field of work;
- (4) Fulfilling his/her responsibilities with honesty and integrity;
- (5) Obeying local, state, and national laws; and
- (6) Implementing and complying with the rules and policies established from time to time by the Board and/or Executive Dean.

In addition to the foregoing, other duties and obligations of all personnel include:

- (1) Not endorsing any product of any type in the manner that will identify the staff member in any way as an employee of NSAA;
- (2) Not using school contacts and privileges to promote partisan politics, sectarian religious views, or personal financial gain of any kind;
- (3) Avoiding using his/her position for political, social, religious, economic, or other benefit;
- (4) Properly using and protecting all school property, equipment, materials, and supplies, and assuring a safe and healthful school and working environment; and
- (5) Honoring all contracts until fulfillment or release.

FERPA

The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99) is a Federal law that protects the privacy of student education records. FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the

student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

- Parents or eligible students have the right to inspect and review the student's education records maintained by the School. The School is not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records. The School may charge a fee for copies.
- Parents or eligible students have the right to request that the School correct records which they believe to be inaccurate or misleading. If the School decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if the School still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.
- Generally, the School must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows the School to disclose those records, without consent, to the following parties or under the following conditions (34 CFR § 99.31):
 - School officials with legitimate educational interest;
 - Other schools to which a student is transferring;
 - Specified officials for audit or evaluation purposes;
 - Appropriate parties in connection with financial aid to a student;
 - Organizations conducting certain studies for or on behalf of the school;
 - Accrediting organizations;
 - To comply with a judicial order or lawfully issued subpoena;
 - Appropriate officials in cases of health and safety emergencies; and
 - State and local authorities, within a juvenile justice system, pursuant to specific State law.

DRUG AND ALCOHOL ABUSE

The School believes that it is important to promote a drug free community, to maintain safe, healthy, and efficient operations, and to protect the safety and security of the employees, facilities, and property of the School. Drugs or alcohol may pose serious risks to the user and all those who work with the user. In addition, the use, possession, sale, transfer, manufacture, distribution, and dispensation of alcohol or illegal drugs in the workplace pose unacceptable risks to the maintenance of a safe and healthy workplace and to the security of School employees, facilities, and property. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, students and the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of services provided by the School. For all of those reasons, the School has established this Substance Abuse Policy.

This Policy supersedes and revokes all previous practices, procedures, policies, and other statements of the School, whether written or oral, that modify, supplement, or conflict with this Substance Abuse Policy. This Policy may be amended at any time.

SCOPE OF POLICY

This Policy applies to all School employees, including management, administration, teachers, staff and temporary employees, and to all applicants who have received conditional offers of employment with the School. The policy also applies to all vendors and contractors who perform work at any of NSAA's facilities.

Depending upon their specific job duties, certain employees may be subject to additional testing requirements under state or federal regulations.

DISSEMINATION OF POLICY

A. All employees will receive a copy of this Policy, and will be required to sign an appropriate acknowledgment and receipt.

B. All applicants who have received conditional offers of employment with the School will be required to sign an appropriate acknowledgment and receipt.

DEFINITIONS

ILLEGAL DRUGS

"Illegal drugs" means any controlled substance, medication, or other chemical substance that (1) is not legally obtainable; or (2) is legally obtainable, but is not legally obtained, is not being used legally, or is not being used for the purpose(s) for which it was prescribed or intended by the manufacturer. Thus, "illegal drugs" may include over the counter medications, if they are not being used for the purpose(s) for which the manufacturer or prescribing physician intended them.

LEGAL DRUGS

"Legal Drugs" means prescribed or over-the counter drugs that are legally obtained by the employee and used for the purpose(s) for which the manufacturer or prescribing physician intended them. Staff and faculty should not be under the influence of legal medications if it may alter decision and professional practices; this includes but is not limited to marijuana, and opiates.

SCHOOL PROPERTY

"School property" and "School equipment, machinery, and vehicles" means all property, buildings, facilities, offices, parking lots, desks, cabinets, lockers, closets, equipment, machinery, tools, and vehicles, etc., owned, leased, rented, or used by the School.

ON DUTY

"On duty" means all working hours, as well as meal periods and break periods, regardless of whether on School property, and all hours when an employee represents the School in any capacity.

POSITIVE DRUG TEST

"Positive Drug Test" means, for the purpose of this policy, a confirmed positive test showing the presence of an illegal drug or its metabolite in the tested individual's test sample.

POSITIVE ALCOHOL TEST

"Positive Alcohol Test" means a confirmed positive test showing the presence of .04 or more alcohol in the tested employee's system.

POST-ACCIDENT

"Post Accident" means that the employee has been involved in a workplace accident or an incident resulting in an injury, or that result in property damage estimated at or in excess of five hundred dollars (\$500).

REASONABLE SUSPICION

"Reasonable Suspicion" means either: (a) reason to suspect an employee is currently affected by alcohol, drugs or a controlled substance, based upon specific personal observations of the supervisor concerning behavior, speech, body odors, etc.; or (b) evidence of other specific contemporaneous physical, behavioral or performance indicators suggesting that the employee has violated this Policy.

CONTRABAND

"Contraband" means any item such as illegal drugs, drug paraphernalia or other related items whose possession is prohibited by this policy.

SUBSTANCE ABUSE BY EMPLOYEES

ALCOHOL

Employees may not use, possess, sell, or transfer alcohol while on duty, while working, while on School property, or while operating School equipment, machinery, or vehicles.

Employees may not work or report to work with alcohol in their system.

Employees who violate either of these rules will be subject to discipline, up to and including immediate termination. The School may make exceptions to these rules for certain business or social functions sponsored or approved by the School.

ILLEGAL DRUGS

Employees may not possess illegal drugs or engage in the illegal use of drugs while on duty, while working, while on School property, or while operating School equipment, machinery, or vehicles.

Employees may not work or report to work with illegal drugs or the metabolites of illegal drugs in their system.

Employees may not manufacture, distribute, dispense, transfer, or sell illegal drugs.

Employees who violate any of these rules will be subject to discipline, up to and including immediate termination.

LEGAL DRUGS/MEDICATIONS

Any employee who has reason to believe that the legal use of drugs, such as a prescribed medication, including medicinal marijuana, may pose a safety risk to any person or interfere with the employee's performance of his or her job, must report such legal drug use to his or her supervisor. The School shall then determine whether any work restriction or limitation is required. Failure to report the legal use of a drug that may pose a safety risk could result in discipline, up to and including immediate termination.

CRIMINAL DRUG CONVICTIONS

Any employee who is convicted of violating any criminal drug statute while in the workplace or off duty will be subject discipline, up to and including immediate termination.

Employees are required to report any criminal drug statute conviction occurring in the workplace to the Executive Dean within five days.

INSPECTION OF PROPERTY, EQUIPMENT AND VEHICLES

All persons on School property or who are performing services for the School, and all property, equipment, and vehicles on School property or being used in connection with the performance of services for the School (including, without limitation all vehicles, containers, desks, purses, backpacks and file cabinets), are subject to unannounced inspection by the School. You should not expect that any property or items that you bring to work with you or that you use at work are private. If you do not want any property or items inspected, do not bring them to work. Such inspections may occur at any time, and either in the presence or outside the presence of the affected employees.

Employees who refuse to cooperate with inspections under this Policy will be subject to discipline, up to and including immediate termination.

DRUG AND ALCOHOL TESTING

The School may require employees and applicants to provide urine, blood, breath, and/or other samples for drug and alcohol testing under any of the following circumstances:

REASONABLE SUSPICION TESTING

The School may require employees to submit to a drug and/or alcohol test when there is reasonable suspicion to believe the employee may be using or is under the influence of illegal drugs and/or alcohol, or is otherwise in violation of this policy. In addition to other reasons for suspicion, the presence of drugs, alcohol or paraphernalia possibly used in connection with illicit drugs on the employee's person or at or near the employee's work area may trigger a reasonable suspicion test.

RANDOM TESTING

The School may conduct random drug testing of all employees on an unannounced basis. Individuals will be selected for random testing from the pool of employees subject to such testing using a neutral, objective selection method, and once selected for testing, no individual may be exempted from the testing process. Random selections will be made at various times throughout the year and will be spread so as to be unpredictable. The School may also elect to conduct unannounced, random tests of employees based on their location or job description in an effort to protect safety or productivity, quality of products, or the security of property or information.

POST-ACCIDENT TESTING

Each employee involved in an accident or incident that leads to an injury may be tested for drugs and alcohol as soon as possible after the incident but after any necessary emergency medical attention has been provided. Additionally, any accident in which there is property damage estimated to be valued at or in excess of five hundred dollars (\$500.00) may trigger a post-accident test.

FOLLOW-UP TESTING

Employees who have tested positive on a drug and/or alcohol test, or who have sought assistance for drug and/or alcohol dependence, may be required to submit to unannounced follow-up testing, for a period of up to 60 months, as determined by the School, in consultation with the individual's treatment provider. Also, employees who violate this policy who seek to return to work may be required to take and pass a drug and/or alcohol test as one of the conditions of continued employment before returning to work.

REFUSALS TO TEST

Job applicants, employees, and contractors who refuse to submit to a drug and/or alcohol test when requested will be considered insubordinate and subject to disciplinary action, up to and including termination. Attempts to adulterate, substitute, dilute, tamper with, or otherwise evade the testing process will be treated as a refusal to test.

TESTING GUIDELINES.

The School will test for the following types of substances:

Marijuana

Cocaine, including crack

Opiates, including heroin and codeine

Amphetamines, including methamphetamines

Phencyclidine (PCP)

Alcohol

Other drugs may be added to this list, at the School's discretion.

SPECIMEN COLLECTION AND TESTING PROCEDURES

SCHEDULING OF TESTS

All alcohol impairment or drug testing will normally occur during, or immediately before or after a regular work period. The School will provide transportation or reimburse reasonable transportation costs to and from the testing facility. The time for testing and transportation is considered work time and employees will be paid their normal hourly rate during the testing and travel time. An employee may be suspended without pay pending the results of this test and any related investigation, but employees who have been suspended without pay will be reinstated with full back pay if they test negative.

SPECIMEN COLLECTION PROCEDURES

TEST SUBJECT PRIVACY

Appropriate professional personnel will supervise the collection of urine and blood specimens for testing. In the absence of a reasonable suspicion that the test subject will alter or substitute a urine specimen, the collection personnel will not directly observe the collection of the urine specimen.

CHAIN OF CUSTODY PROCEDURES

The testing facility will take steps to preserve the chain of custody of specimens, in order to ensure testing accuracy.

SPECIMEN TESTING PROCEDURES

Only laboratories that are properly approved to conduct drug and alcohol testing by the federal Department of Health and Human Services, the College of American Pathologists, or the Arizona Department of Health Services will test specimens.

Specimens will be tested only for the presence of alcohol, illegal drugs, and their metabolites.

The School will rely only on positive initial screening test results that also have been confirmed by gas chromatography/mass spectrometry or other methods of confirmatory analysis provided for by the federal Department of Health and Human Services, the College of American Pathologists, or the Arizona Department of Health Services ("confirmatory test").

COST OF TESTING:

The School will pay for all drug and alcohol testing that it requests or requires.

SUSPENSIONS PENDING TEST RESULTS:

Pending receipt of test results and written explanations and requests for retests of positive confirmatory test results, employees may be temporarily suspended. If an employee is suspended and the final confirmatory test result is negative, the employee will be reinstated with full back pay.

TEST RESULT REPORTS:

The testing facility will communicate the test results to test subjects. Any test subject may request a written copy of his or her test result report.

CONFIDENTIALITY OF TEST RESULTS

The School will not disclose test results to third parties except as authorized by the test subject or as authorized, permitted, or required by applicable law. Only employees with a business need to know may be made aware of the test results within the School.

The School will maintain all drug and alcohol test records, and records concerning substance-abuse treatment, confidentially. Test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures without employee consent may also occur when: the information is compelled by law or judicial or administrative process; the information has been placed at issue in a formal dispute between the School and the employee or job applicant; and/or the information is needed by first-aid, safety or medical personnel for the diagnosis or treatment of an employee who is unable to authorize disclosure.

CONSEQUENCES OF REFUSAL

Employees may refuse to undergo drug and alcohol testing. However, employees who refuse to undergo testing or who fail to cooperate with the testing procedures will be subject to discipline, up to and including immediate termination.

RIGHT TO EXPLAIN TEST RESULTS

Any test subject who tests positive on a confirmatory test on any drug and alcohol test required by the School may:

C. Submit additional information to the Medical Review Officer, in a confidential setting, to try to explain the confirmed positive test result; and

D. Request in writing a confirmatory retest of the original sample, at his or her own expense, provided the Medical Review Officer or School receive the request within five (5) working days after the test subject has been informed of the confirmed positive test result.

Confirmatory retests requested and paid for by the test subject may be conducted only by laboratories that are properly approved to conduct drug and alcohol testing by the federal Department of Health and Human Services, the College of American Pathologists, or the Arizona Department of Health Services.

CONSEQUENCES OF CONFIRMED POSITIVE TEST RESULTS

Any employee who refuses to take, or who tests positive on, any drug and alcohol test required by the School and who does not timely and successfully refute the test results by explanation or retesting will be subject to discipline, up to and including immediate termination, and may be ineligible for unemployment and/or workers' compensation benefits.

METHODS OF INTERVENTION FOR SUSPECTED ALCOHOL OR DRUG PROBLEMS

The School regards its employees as its most valuable asset. To protect the welfare, health and safety of co-employees, our customers, and the public, all employees have an obligation to report suspected alcohol or illegal drug use to their supervisor or the Executive Dean.

No employee will be subject to discipline for voluntarily seeking assistance or substance abuse treatment. An employee may not, however, avoid discipline for violating the Substance Abuse Policy or for poor performance or excessive absenteeism by seeking this assistance after the employee is referred for testing pursuant to this Policy or after the employee's misconduct has justified disciplinary action. In addition, an employee's participation in a referred substance abuse treatment program will not excuse the employee from being required to meet all of the same standards and qualifications for the job that apply to other employees, including performance, attendance, and other measures.

POLICY REGARDING WORKPLACE VIOLENCE

The School is committed to providing its employees and students with a safe environment. The School will not tolerate any violent or threatening behavior by or toward its employees or students. This policy prohibits actual or threatened violence against any person on School-premises, at any School-sponsored event, and/or while engaging in any School-related activity. Safety and security in the workplace is every employee's responsibility. The School relies upon employees' compliance with the policy to achieve our goal of providing a safe and violence-free workplace.

Some examples of conduct that violates this policy include:

- Threats of any kind;
- Physically aggressive or violent behavior;
- Intimidating or harassing behavior; or
- Sabotage or destruction of any Company property or property of any employee.

Additionally, the School strictly prohibits the possession of any weapon, firearm, or other dangerous objects or material of any kind on School premises or at any School-related event.

Any conduct violating this policy, including any threats of or actual violence, either direct or indirect, must be reported as soon as possible to your immediate supervisor or any other member of management. This includes threats by employees, as well as threats by students, contractors, vendors, solicitors, volunteers or members of the public. Additionally, anyone receiving a report of a violation of this policy must report the matter immediately to your supervisor or any other member of management.

DISCIPLINARY PROCESS

LEVEL OF DISCIPLINE

The level of discipline (oral warning, counseling, written warning, probation, short suspension without pay (up to 10 days), long suspension without pay (10 or more days) or termination, will depend upon the circumstances involved or the events, conditions or factors surrounding the infraction. The School does not always follow the levels of discipline in any order, rather, the School reserves the right to choose whichever type of discipline to impose depending on the infraction, and may skip steps or even terminate an employee for the first infraction.

GENERAL PROVISIONS FOR DISCIPLINE

General provisions for discipline, which may be utilized for any personnel, include:

- (1) Due process for lesser discipline. For discipline less than long suspension or termination, due process means: (a) notice of the inferior/improper conduct, performance, or activity; (b) an opportunity for the employee to respond and/or present his/her side of the matter; and (c) timely opportunity to present a written rebuttal, dissent, or explanation after the disciplinary action is taken. Timely means no later than five (5) work days after the opportunity to respond is made available. In the alternative or in conjunction with this process, the employee may utilize the Open Door/Complaint Procedure at either Step One or Step Two, whichever is applicable.

- (2) Due process for severe discipline. For long suspensions and termination, due process means: (a) notice and presentation of the inferior/improper conduct, performance, or activity which may be presented in a Statement of Charges; (b) opportunity to present a written response to the notice (or Statement of Charges), which must be presented within seven (7) calendar days after receipt of the notice; (c) upon written request at the time the written response is presented, a meeting with the Executive Dean (or his/her designee, as outlined below) or a hearing to be held before a Hearing Officer (as outlined below); and (d) the opportunity upon written request (no later than fourteen (14) calendar days after the Hearing Officer's findings) to the Board President for the Board to review the Hearing Officer's findings (as outlined below).
- (3) Definition of work days. For the purposes of this policy, a work day is any day that the District's administrative office is open for business.
- (4) Additional reasons for discipline. An employee may be disciplined for conduct that has occurred but that, at or near the time of misconduct, was not the subject of or identified as a reason for a specific proceeding under this policy.
- (5) Review of discipline. Disciplinary action review procedures are not available or applicable to employees during their ninety (90) day probationary status, to temporary employees (employed for less than six months) or to part-time employees regularly scheduled to work less than thirty (30) hours a week.

NSAA reserves the right to amend this policy in any way at any time. Any amendment shall have prospective application only.

PROCEDURE FOR LONG SUPERVISION OR TERMINATION

The following procedures will be used to impose discipline consisting of long suspensions of ten (10) or more days, but not more than one (1) year, or termination.

Step 1 - Notice. Upon the Executive Dean's (or his/her designee's) determination of the existence of cause to impose the discipline, the full time or regular part-time (regularly scheduled 30 hours or more per week) employee will be given written notice of the intent to impose the discipline. The notice (often called a Statement of Charges) will include the following:

- (1) The conduct or omission on the part of the employee that constitutes the reason for discipline;

- (2) The provision(s) of the Employee Handbook, Faculty Procedures Handbook or standards of conduct that have been violated;
- (3) A statement of the disciplinary action to be imposed including, if applicable, the number of days of suspension without pay; and
- (4) An outline for action, which includes the requirement for a timely written response, request for a hearing before a Hearing Officer, or a request for a meeting with the Executive Dean.

If the employee chooses to contest the disciplinary action, within five (5) work days after receipt of the notice (Statement of Charges), the employee must submit a written request for a meeting (Step 2) or for a hearing (Step 3) as outlined below.

Step 2 - Meeting. This step is the alternative to a hearing (as outlined below). The employee may wish to meet with the Executive Dean (or his/her designee) and present his/her position. In presenting the position, the employee may include written statements and other documentary items. This meeting is not intended, however, to be a substitute for a hearing and no testimony or witnesses will be permitted unless specifically asked for by the Executive Dean (or his/her designee). The Executive Dean (or his/her designee) has the discretion to require additional information and may reduce the disciplinary penalty. The request for the meeting must be included in the employee's written response to the notice. The meeting will be held within ten (10) work days after the written request is received. If this step is used, the hearing step is waived.

Step 3 - Hearing. If the employee chooses to have a hearing rather than utilize the meeting step, the employee must timely submit the written request to the Executive Dean for a hearing. Within five (5) work days after receipt of the request, a Hearing Officer will be selected from a list of hearing officers approved by the Board. The Hearing Officer will schedule, hear and decide the appeal of the disciplinary action using the following guidelines:

- (1) Written notice of the hearing date, time and location will be sent to the employee and the responsible administrator;
- (2) Names of witnesses who will testify and exhibits to be used will be exchanged between the responsible administrator and the employee at least one (1) week before the hearing;
- (3) The hearing must be scheduled to begin within three (3) weeks from the date of the Hearing Officer's written notice of hearing;
- (4) The employee and administration may be represented by outside persons (with prior notice thereof to the other side and to the Hearing

Officer), and each party will bear responsibility for its own fees and costs incurred if it chooses to use outside representation;

(5) The hearing will be conducted in an informal manner, but with proper decorum;

(6) The hearing will be conducted without adherence to the rules of evidence and procedures required in judicial proceedings;

(7) The administration shall proceed first in the presentation of its case;

(8) The parties may present relevant and probative testimony and evidence by examining and cross-examining witnesses and presenting opening and closing summaries;

(9) Witnesses will declare to tell the truth and the presence or exclusion of witnesses during the hearing will be decided by the Hearing Officer;

(10) The hearing will be tape recorded;

(11) The hearing will not be open to the public; and

(12) Within two (2) weeks after close of the hearing, the Hearing Officer will set forth in writing his/her findings and reasons for the finding.

Step 4 - Appeal. Within two (2) weeks after receipt of the Hearing Officer's findings, a notice of appeal may be filed with the President of the Governing Board. If an appeal is not timely filed, the Hearing Officer's findings shall be final and binding on the parties. Within one (1) week after the notice of appeal is filed, the appealing party must file with the Governing Board an appeal statement of position and reasons why the Hearing Officer's findings are arbitrary, without factual basis, and/or against the great weight of the testimony and evidence. Within one (1) week after receipt of a copy of the appeal statement of position, the other side may submit a counter statement of position.

Once a notice of appeal is filed, the tape-recorded hearing will be transcribed and made available to the Board and the parties. The cost of transcribing shall be borne by the appealing party which shall be paid before the Board issues its determination.

The imposition of discipline shall be suspended pending the outcome of the appeal.

At the next Board meeting (or via special meeting), the Board will meet in Executive Session to examine, discuss and review the appeal. The agenda for the Board meeting will state:

Consideration of an appeal from the findings of a Hearing Officer regarding the [long suspension or termination] of an employee. The review will be conducted in an Executive Session. The vote as to whether the Hearing Officer's findings should be upheld and/or any other disposition of the appeal will be conducted in open meeting.

The tape recording and transcript of the hearing, along with the statements of position and exhibits used at the hearing, will be made available for the Board members to review and examine as part of the appeal.

AUTHORITY OF THE HEARING OFFICER

The Hearing Officer shall listen to the testimony and evidence and determine if the administration acted within its authority for suspending or discharging the employee as outlined in the Employee Handbook and/or Faculty Procedures Handbook. The Hearing Officer shall have the authority to interpret and apply the policies, standards, and practices regarding the alleged wrongdoing or inferior performance, but shall not have the authority to change the policies, standards or practices or insert his/her judgment for that of the administration. However, the Hearing Officer shall have the authority to reject or lessen the discipline if he/she finds the administration's evidence does not sustain the full extent of the disciplinary action.

AUTHORITY OF THE BOARD ON APPEAL

The issues before the Board on appeal are:

- (1) Whether to accept the appeal and hold a hearing; and/or
- (2) Whether to accept or reject the Hearing Officer's findings.

The Board has no obligation to conduct a hearing or to receive evidence not previously presented to the Hearing Officer.

The Board's authority is to study, discuss, and review the evidence and submissions by the parties and determine if the Hearing Officer abused his/her authority, acted arbitrarily or made findings that were without a factual basis and/or against the great weight of the testimony and evidence. The Board does not have the authority to insert its judgment for that of the administration and/or the Hearing Officer.

If the Board's determination is to hold a hearing, the same hearing process applicable to hearings held by the Hearing Officer are applicable to the Board. The Board, however, may utilize a representative to conduct the proceedings and with whom the parties will communicate. The hearing will be held in private. The determination, but not the deliberations, will be conducted in an open meeting.

The determination of the Board, whether at the appeal stage or after a Board hearing, shall be final and binding on all parties.

STATUS DURING PENDENCY OF APPEAL

The commencement date of the long suspension will be held in abeyance pending the final or last decision. During the pendency, the employee may be reassigned to perform other work duties (which may include clerical, office or other work), during which the employee will receive his/her regular pay.

In a termination situation, the employee may be reassigned to perform other work duties (which may include clerical, office or other work) or placed on administrative leave, during which the employee will receive his/her regular pay, but only for a maximum of one (1) month from the date of the Step 1 notice.

If the decision is to reduce or reverse a termination decision and the employee is on a no-pay status, the employee will be reimbursed for all unpaid time off after the one (1) month of pay has ended.

If the employee is reassigned to perform other work duties but refuses or fails to perform them timely, adequately, or responsibly, the employee will be considered to have vacated the job and his/her pay will be ended. Even if the decision is to reduce or reverse the long suspension or termination action, the employee will not be paid any additional pay after the day his/her pay ended because he/she vacated the job.

RESIGNATION REQUIREMENTS

Teachers must give written notice of resignation to the Executive Dean at least 30 days before the commencement of the succeeding academic year. Failure to give the requisite notice allows the School to deduct from the August paycheck any necessary and ordinary expenses incurred by the School to replace the teacher (in no event more than one-twelfth of the teacher's annual salary). A minimum of 30 days notice is also required for mid-year resignations, and deductions in pay may be made as above should failure to give adequate notice occur. A teacher forfeits eligibility for performance-based incentives in the event he/she resigns during the school year.

BUSINESS ETHICS

PARTICIPATION IN POLITICAL ACTIVITIES

NSAA recognizes the right of its employees, as citizens, to engage in political activities. However, school time may not be used for political purposes. Staff members who intend to engage in political activities shall be guided by the following principles:

- (1) No employees shall engage in political activities on school property, unless written permission has been granted for that purpose through the uniform use of school facilities policy of the Governing Board;
- (2) Active campaigning or other election activities cannot be done during working hours in work areas;

- (3) Invitations to participate in election activities, except when extended by groups leasing or using school facilities, shall be extended only when such invitations are extended to all candidates for the office;
- (4) The use of NSAA equipment, supplies, materials, buildings, or other resources to influence the outcome of any election is not permitted;
- (5) Political petitions may not be posted or distributed in or at school;
- (6) The solicitation or collection of campaign funds and/or the solicitation of campaign workers is prohibited on school property at any time;
- (7) The use of students for writing or addressing materials intended to influence the outcome of any election or the distribution of such materials by students is forbidden; and
- (8) Employees may not use the authority of their position to influence the vote or political activities of any subordinate employee.

The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are permitted under the provisions of this policy.

STAFF-STUDENT RELATIONS

Teachers and other staff members are expected to exercise general supervision over the conduct of students, not only while in the classroom, but also before and after school and during recess, lunch and extracurricular activities. At all times, teachers and other staff members will accord students the dignity and respect that they deserve, and avoid embarrassing any student unnecessarily.

Students are expected to regard all school employees as individuals who are employed to provide direct or indirect contributions to learning. While students are to have considerable latitude in making choices for themselves, they shall be required to respect the rights of all school personnel and other students and interference with those rights will not be condoned or tolerated.

Students do not have the right to interfere with the efforts of instructional staff members to coordinate or assist in learning, to disseminate information for purposes of learning, or to otherwise implement a learning program. Students also do not have the right to interfere with the motivation to learn or the learning activities and efforts of other students. All personnel are charged with the responsibility to make sure these prohibitions are complied with.

All personnel are expected to relate to students in a manner that maintains social and moral patterns of behavior consistent with community standards and acceptable professional conduct. There are a number of prohibitions that must be observed by all personnel, especially teachers. These include:

- (1) Relationships between personnel and students that include “dating,” “courtship,” or “romantic involvement” are prohibited because these behaviors deviate from ethical or professional standards and are unacceptable and contrary to the policies and expectations of NSAA;
- (2) Staff/student relationships must reflect mutual respect and, therefore, acts that can be characterized as creating a hostile or offensive school or workplace environment, sexual innuendoes or activities or activities of a sexual nature cannot be tolerated;
- (3) Personnel shall not fraternize with students, which includes going to lunch, going to social or recreational activities before or after school, driving students or engaging in other meetings outside of school unless it is a school activity or the teacher (or other employee) has the express permission of the student’s parents and authorization from the employee’s supervisor and/or the Executive Dean or his/her designee.

Violations of the above shall be considered serious and may result in severe disciplinary action, up to and including termination.

GIFTS AND SOLICITATIONS

Pupils, parents and other patrons of NSAA are discouraged from the routine presentation of gifts to employees. This should not be interpreted as intending to discourage acts of generosity in unusual situations, and simple remembrances expressive of affection or gratitude do not violate this policy.

Gifts to students by staff members is discouraged. Simple remembrances on certain occasions to all students in a class or section does not violate this policy.

SOLICITATIONS

No School personnel shall use his/her position to influence parents or pupils to purchase books or other merchandise, except materials approved by the Executive Dean for use in the classroom.

Staff-solicitation(s) of other employees and/or pupils for any profit, non-profit or charitable groups, institutions, organizations must have the written approval of the Executive Dean in advance.

There shall be no solicitations or distribution of printed matter of any kind during working time in work areas. Violation of this policy may result in disciplinary action, up to and including termination..

TUTORING FOR PAY

School premises are not to be used for private tutoring or classes for which students pay a fee to staff members without prior permission from administration and unless a rental contract has been entered into with NSAA.

Staff members are not permitted to provide tutoring for pay to any students who attend or are registered in any of their own classes without permission from the Executive Dean.

Teachers of NSAA may charge a fee and use School equipment to assist only those students having graduated from NSAA within the last two calendar years in making application to college, with 10% of the fee being paid to the School for use of materials and/or equipment.

SCHOOL CALENDAR

The work for teachers and other personnel is determined annually by the Governing Board. Teachers' reporting days will be clearly specified in the adopted calendar and in teacher contracts. The adopted calendar will also reflect dates on which the school's administrative offices will be closed.

The teacher workday and workweek include many professional activities in which the teacher is involved in other than direct student contact in the classroom. However, the main focus is work and/or availability in the classroom. The teacher must be in the classroom during periods that are assigned as teaching periods, unless other arrangements have been specifically made and approved by appropriate supervision. All teachers, new and returning, may be required to attend one or more pre-session orientation days as determined by the Board of Governors or Executive Dean.

Teachers must attend all scheduled faculty meetings (unless other arrangements have been specifically made and approved), and when performing such responsibilities as evening meetings, teacher-parent conferences, scheduled activities requiring their presence, and other activities that require their time. Failure to attend these before or after workday activities can lead to disciplinary action, up to and including termination.

Teachers are expected to work the last scheduled workdays, before and after any holiday or recess identified in the school calendar, unless they are ill and have permission for such absence. If the absence is unexcused or improper, the employee may be subject to disciplinary action and/or will not be paid for the day.

EMPLOYEE BENEFITS

ADMINISTRATION OF BENEFITS

All of the employee benefit programs at NSAA are administered by NSAA or its designated administrators. NSAA reserves the exclusive authority and discretion to determine all issues of eligibility and all questions of interpretation and administration of each benefit program.

HOLIDAYS

Holidays are established by the Governing Board in conjunction with national holidays, state holidays and school industry standards. Holidays will be noted on the school calendar for each school year.

The school calendar approved by the Board will also reflect dates on which the school's administrative offices will be closed, constituting holidays for full time administrative staff.

VACATIONS

Vacations with pay are available to NSAA's full time administrative staff, after the employee has worked his/her first full year. Upon the anniversary date, the 12 month employee will be eligible for 15 days of vacation. Vacation time cannot be carried forward from year to year and will not be paid if not used within the year earned. Additionally, unused vacation will not be paid at the time of termination whether voluntary or involuntary.

The request for vacation days off must be presented by the employee to his/her supervisor. The dates of the vacation time, however, may be modified by NSAA to avoid inconvenience to the school.

INSURANCE BENEFITS

HEALTH INSURANCE

NSAA provides group health insurance coverage for each full-time employee who is regularly scheduled to work more than thirty (30) hours a week. Details of the coverage and benefits are found in the Summary Plan Description furnished to each eligible employee. Coverage and eligibility are established by the insurance contract and set forth in the Summary Plan Description.

Employees who wish to obtain the same insurance program for their spouses and children may do so by applying within thirty (30) days of their own eligibility. The premium (cost) for insurance coverage for dependents is paid by the employee, through payroll deduction. Dependents may include the spouse and unmarried dependent children to the age of nineteen. Unmarried dependent children who are full-time students in a college or university may be considered dependents to age twenty-three.

Full-time employees decreasing to part-time employment are not eligible to continue with health insurance once they are assigned part-time status. Board members joining the Board during or after May 2009 also are not eligible for NSAA health insurance.

For persons being terminated, group health insurance benefits terminate for the individual and dependents with the last work day; for persons resigning or requesting release from a contract, the benefits terminate on the date the Governing Board accepts the resignation or request for release. Generally, employees and their dependents who lose group health insurance coverage are eligible for COBRA continuation coverage at their own expense.

LIFE INSURANCE

NSAA provides full-time employees with life insurance. More detailed information can be found in the life insurance documents.

UNEMPLOYMENT COMPENSATION

NSAA contributes to the state's unemployment insurance program. In the event your employment with NSAA ends, you may be entitled to unemployment benefits from the Arizona Department of Economic Security.

ARIZONA STATE RETIREMENT FUND

Any teacher teaching more than the number of hours per week specified by the Arizona State Retirement Fund must participate in the Arizona State Retirement Fund.

SICK LEAVE

Sick leave is a designated amount of compensated leave granted to full-time employees who, because of personal or family illness, injury, or quarantine, are unable to perform the duties of their position. Family, for purposes of sick leave, includes: spouse, domestic partners, children, and parents. Family illness, for purposes of sick leave, shall not exceed a period of five (5) consecutive work days, unless the Executive Dean or his/her designee grants an approval in writing.

At the time sick leave is requested, the staff member shall provide the following information: (1) purpose for which sick leave is being taken; (2) expected day of return from sick leave; and (3) where he/she may be contacted during the leave.

Sick leave is only for the purpose of recuperative activities, for example, obtaining medical care or treatment, procuring medications or other prescribed materials, convalescing at home or at a medical facility, or other therapy or activity prescribed by the employee's physician or health care provider (with verification required if requested). Medical or other evidence may be requested for any absence where sick leave is sought. Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule during non-work time.

Sick leave becomes available after the probationary period has ended. Each full-time employee is credited with a sick leave allowance of nine (9) days per year. Part-time employees who have been employed by NSAA for three or more consecutive school years will be provided sick leave on a pro-rated basis, or five (5) days per contract year. The unused portion of such allowance shall accumulate up to a maximum of eighteen (18) days, after which time employees do not earn any additional days until they fall below the 18 day maximum. Employees are not paid for unused sick leave.

When employees exhaust all days of accumulated sick leave, an unpaid leave of absence must be requested, pursuant to either NSAA policies and/or the Family and Medical Leave Act, if applicable.

Sick leave credit becomes available at the beginning of the school year. If the employee does not commence work at the beginning of the year or for the new employee who must serve the probationary period, the credited leave is pro rated for that year. If for any reason the current year is not completed, any use of unearned leave will be deducted from the employee's final paycheck based on a daily rate of pay.

It is your responsibility to apply for any disability benefits for which you may be eligible as a result of illness or disability, including workers' compensation insurance, and/or any other disability insurance benefits. Your sick leave benefits will be fully integrated with other benefits available to you such that at no time will you be paid more than your regular compensation. The School reserves the right to require a release from the employee's health care provider before the employee returns to work.

Any employee who violates or misuses the sick leave policy or misrepresents any statement or condition will be subject to discipline, up to and including termination.

LEAVES OF ABSENCE

GENERAL PROVISIONS

The School may grant leaves of absence to employees in certain circumstances. It is important to request any leave in writing as far in advance as possible, to keep in touch with your supervisor and Human Resources during your leave, and to give prompt notice if there is any change in your return date. Employees do not accrue vacation or sick time during any leave of absence. If your leave expires and you have not contacted your supervisor and Human Resources, it will be assumed that you do not plan to return and you have terminated your employment. If you are unwilling or unable to return to work at the conclusion of any leave, the School will not be able to guarantee you reinstatement and your employment may be terminated, depending on the circumstances. It is also understood that you will not engage in any other employment while you are on a leave of absence, unless otherwise authorized in writing in advance by School administration. Acceptance of other employment without authorization while on leave will generally be treated as a voluntary resignation from employment at the School.

FAMILY AND MEDICAL LEAVE

The School recognizes that an employee may need to be absent from work for an extended period of time for family and/or medical reasons. The School complies with applicable laws granting family and medical leaves, including the federal Family and Medical Leave Act ("FMLA"). The School will grant these leaves as required by law, but only to the extent the law requires. Employees do not accrue any paid vacation or sick time during the such leave. You must request any leave in writing as far in advance as possible.

EMPLOYEES WHO MAY TAKE LEAVE

Before you may seek a leave of absence for family or medical reasons, you must:

- have been employed by the School for at least 12 months; and
- have worked at least 1,250 hours in the previous 12 months; and
- work within 75 miles of 50 or more of our other employees.

REASONS FOR TAKING LEAVE.

The FMLA allows leave for one of the following reasons:

1. the birth, adoption, or foster care of an employee's child within 12 months following birth or placement of the child ("Bonding Leave");
2. to care for an immediate family member (spouse, child, or parent) with a serious health condition ("Family Care Leave");
3. an employee's inability to work because of the employee's own serious health condition ("Serious Health Condition Leave");
4. a "qualifying exigency" for military operations arising out of a spouse's, child's, or parent's Armed Forces (including the National Guard and Reserves) active duty or call to active duty in support of a contingency operation" declared by the U.S. Secretary or Defense, President or Congress, as required by law ("Military Exigency Leave"); or
5. to care for a spouse, child, parent or next of kin (nearest blood relative of an individual) who is an Armed Forces member with a serious injury or illness incurred in the line of duty while on active duty that may render the individual medically unfit to perform his or her military duties ("Service member Family Leave").

Unless otherwise required by law, a "qualifying exigency" under Military Exigency Leave will be defined by the School on a case-by-case basis.

LENGTH OF LEAVE

Eligible employees may take the maximum amount of leave allowed under the FMLA during a rolling 12-month period. The 12-month period begins on the date of your first use of FMLA leave. Successive 12-month periods commence on the date of your first use of such leave after the preceding 12-month period has ended. The School will use a "rolling" 12-month period measured backwards from the date you begin a leave to

determine how much leave time is available to you, unless another calculation is required by law.

The maximum amount of FMLA leave will be twelve (12) workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Exigency Leave. However, if both spouses work for the School and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or Family Care Leave.

The maximum amount of FMLA leave for an employee wishing to take Service member Family Leave will be a combined leave total of twenty-six (26) workweeks in a 12-month period.

EXAMPLE: You take 12 workweeks off to bond with a newly adopted child. Later, in that same 12-month period, you wish to take time off from work to care for a spouse, child, parent or next of kin under the Service member Family Leave provision of this policy. Because the law allows extra time off for Service member Family Leave, you will be allowed to take this time off, so long and the total amount of leave does not exceed 26 weeks in any 12-month period.

If both spouses work for the School and are eligible for leave under this policy, the spouses will be limited to a total of 26 workweeks off between the two in any 12-month period when the leave is for Service member Family Leave only or is for a combination of Service member Family Leave, Bonding Leave and/or Family Care Leave.

Under some circumstances, you may take FMLA leave intermittently, meaning taking leave in blocks of time, or by reducing your normal weekly or daily work schedule.

NOTICE AND MEDICAL CERTIFICATION

You may be required to provide the School with advance leave notice and medical certification. Your leave request may be denied or your leave delayed if these requirements are not met.

- You must provide us 30 days notice of your need to take leave if you know about the need in advance, or you must notify us as soon as possible in advance for any emergencies. Reasonable advance notice is required even in emergencies.
- We require medical certification if you request leave because of your own or a family member's serious health condition. We may also require a second or third medical opinion regarding your own serious health condition at our expense. You are required to cooperate with us in obtaining any additional medical information or opinions we may require.

- If you require a leave because of your own serious health condition, you must obtain certification from your health care provider that you are able to return to work before you report to work at the end of your leave.

JOB BENEFITS AND PROTECTION

An FMLA leave is an unpaid leave. However, during your FMLA leave, the School will continue its contributions for your health care coverage for the duration of your leave. You must continue to make any premium payments for health care coverage for yourself or your dependents that you are required to make when beginning your leave if you want the coverage to continue during your leave. Employees will normally be restored to their original or equivalent position with equivalent pay, benefits, and other employment terms when they return from leave. Your use of leave allowed by this policy will not result in the loss of any employment benefit that accrued prior to the start of your leave. However, at your option or our option, certain kinds of paid leave may be substituted for unpaid leave. Thus, for example, you may choose to use, or the School may require that you use, accrued sick and/or vacation time for which you will be paid during your leave. Key employees may be subject to reinstatement limitations in some circumstances. You will be notified of the possible limitations on reinstatement at the time you request a leave if you are a key employee.

PREMIUM COST REPAYMENT

If you choose not to return to work from a leave allowed by this policy, you will be required to repay to us the health insurance premium amounts we paid during your leave, unless you do not return to work because of circumstances beyond your control.

WORKERS' COMPENSATION LEAVE

NSAA employers are covered by a workers' compensation insurance policy. Thus, the School will grant workers' compensation leave if you have an occupational illness or injury in accordance with state law. As an alternative, the School may offer you modified work. Leave taken under the workers' compensation policy runs concurrently with FMLA leave under both federal and state law.

NOTICE AND CERTIFICATION REQUIREMENTS

You must report as soon as possible all workplace accidents, injuries and illnesses no matter how minor to your supervisor. In addition, you must provide the School with a certification from a healthcare provider of your workplace injury or illness, your inability to work, and/or your work restrictions, and the expected duration of your restrictions and/or inability to work. In addition to reporting any workplace injury or illness, there are certain other requirements you must follow to make sure you are eligible to receive workers' compensation benefits, including filing out an Employee Injury Report that can be obtained from the School or a healthcare provider.

COMPENSATION DURING LEAVE

Workers' compensation disability leaves are without pay from the School, although you may receive some payments from the workers' compensation insurer. You may take accrued vacation time and any other accrued paid time off during the leave. However, all such payments will be integrated with any disability, workers' compensation, or other wage reimbursement benefits for which you may be eligible. At no time will you receive a greater total payment than your regular compensation.

BENEFITS DURING LEAVE

If you are taking a workers' compensation disability leave, the School will maintain your group health coverage if such insurance was provided before the leave was taken and on the same terms as if you had continued to work.

Under certain circumstances, an employee's workers' compensation leave may end, but the employee may still be entitled to the remaining portion of his or her FMLA leave under federal law. In these circumstances, the School will maintain the employee's group health insurance coverage for the remaining portion of the employee's FMLA leave - up to a maximum of 12 workweeks per 12-month period as required by law - if such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. In some instances, the School may recover premiums it paid to maintain health insurance coverage for an employee who fails to return to work following an FMLA leave.

Employees on FMLA leave which extends beyond a workers' compensation leave, who do not receive continued paid health coverage, or whose paid coverage ceases after 12 workweeks, may continue their group health insurance coverage through the School in conjunction with federal COBRA guidelines by making monthly payments to the School for the amount of the relevant premium.

REINSTATEMENT

Upon the submission of a medical certification that you are able to return to work, you will be considered for reinstatement in accordance with applicable law. If you are disabled due to an industrial injury, the School will attempt to accommodate you. If you are returning from a workers' compensation leave that runs concurrently with an FMLA leave, then the provisions of the FMLA policy will also apply. In all circumstances, you must submit an acceptable health care provider statement certifying your release to work. You should also provide as much notice as possible regarding the expected date of your return to work.

MILITARY LEAVE (ACTIVE AND RESERVE SERVICE)

Leave without pay is provided to employees in accordance with applicable law when they enter military service in the Armed Forces of the United States or are in the Armed Forces Reserves. Employees are afforded reemployment rights and retain full seniority benefits for all prior service upon reemployment in accordance with the Uniformed Services Employment and Reemployment Rights Act. Employees must notify the Executive Dean of their need for military leave as soon as

possible, and present their official military service orders to the Executive Dean for review prior to commencement of the leave.

OTHER TIME OFF

JURY DUTY TIME OFF

NSAA encourages employees to serve on juries when called. You must notify your supervisor of the need for time off for jury duty as soon as a notice from the court is received. Any jury duty fees will be integrated with any payments made by the School such that at no time will you receive more than your regular compensation. You may be requested to provide written verification from the court clerk of having served and the amount paid by the court for the jury service. If work time remains after any day of jury duty, you will be expected to return to work for the remainder of your work schedule.

VOTING TIME OFF

On election days, if an employee has less than three (3) consecutive hours between the opening of the polls and the beginning of his or her work shift, or between the end of his or her regular work shift and the closing of the polls, such employee may either arrive to work late or leave work early for such a length of time that when added to the time difference between work shift hours and opening or closing of the polls will provide you a total of three consecutive non-work hours to vote. Any additional time off will be without pay. You must give reasonable notice of the need to have time off to vote prior to the day of election. The School may specify the hours during which you may absent yourself for voting purposes.

PROFESSIONAL DEVELOPMENT

Release time, with pay may be granted to administrators and teaching personnel to attend meetings or conferences. However, they must obtain prior approval from the Executive Dean.

The following guides will be used in granting release time and/or travel expenses: (1) the value of the meeting or conference; (2) the funds available in the appropriate budget; (3) the availability of a substitute, if one is necessary; and (4) whether the program/workshop improves student achievement.

With prior approval, a per diem subsistence allowance, and/or mileage, for private automobiles may be paid as provided in state law or Board policies.

FACILITIES

INTERNET AND ELECTRONIC MAIL USE

Internet, World Wide Web, E-Mail and Intranet access has been provided to School employees for the benefit of the School and its students. This access enables employees to connect to information and other resources around the world. All employees are required to maintain and enhance the School's public image, and to use these resources in a productive manner in accordance with the following guidelines.

ACCEPTABLE USES OF THE INTERNET AND RELATED SYSTEMS

Employees accessing the Internet, World Wide Web and/or the School's own Intranet/E-mail systems are representing the School when doing so. Accordingly, all such communications should be for professional, business reasons only and should not be for personal use. Each employee is responsible for ensuring that they use their access privilege in an effective, ethical and lawful manner. "Chat rooms" may be used to conduct official School business, or to gain technical or analytical advice. Electronic mail may be used only for non-confidential business purposes.

UNACCEPTABLE USE OF THE INTERNET AND RELATED SYSTEMS

The Internet, World Wide Web and/or the School's Intranet/E-mail systems should not be used for personal gain or advancement of individual views. Solicitation of non-School business, or any use of these systems for personal gain, is strictly prohibited. Use of these systems must not disrupt the operation of the School network or the networks of other users, and must not interfere with an employee's productivity. Copyrighted materials belonging to entities other than this School may not be transmitted by employees on these systems. One copy of copyrighted material may be downloaded for an employee's personal use in research if pre-approved by the employee's supervisor. Employees are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner of such information or programs and by the School. Failure to observe copyright or license agreements may result in disciplinary action from the School or legal action by the copyright owner.

Employees should be aware that harassment of any kind is prohibited. No messages with derogatory or inflammatory remarks about an individual or group's age, disability, gender, race, religion, national origin, physical attributes, sexual preference or any other classification protected by federal, state or local law may be transmitted through any electronic means.

EMPLOYEE RESPONSIBILITIES

Employees will be given an electronic mail password when granted access to the Internet or the School's electronic mail system. Employees may change these passwords from time to time, however, all passwords must be made known to the School. Because your system may need to be accessed by the School when you are absent, the Executive Dean or his/her designee must be able to access all School computer equipment, electronic mail and Internet accounts at all times.

Each employee is responsible for the content of all text, audio or images they place or send over these systems. All messages communicated on these systems must have your name attached, and no messages may be transmitted under an assumed name or anonymously. Employees or other users may not attempt to obscure the origin of any message. Employees who wish to express personal opinions are encouraged to obtain their own user names on other Internet systems.

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software onto their computer or any drive in that computer. Employees interested in obtaining software from the Internet should contact the Information Technology Department.

COMPUTER AND SYSTEM SECURITY

All computers and the data stored on them are and remain at all times the property of the School. As such, all messages created, sent or retrieved over the Internet or the School's electronic mail system are the property of the School, and should be considered public information, and employees should not have any expectation that anything they create, send, store or retrieve on the School's computers or electronic systems is private. The School reserves the right to retrieve and read any message composed, sent, received or stored on the School's computer equipment and electronic systems. Employees should be aware that, even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

VIOLATIONS

Violations of any guidelines listed above may result in disciplinary action up to and including termination. In addition, the School may advise appropriate legal officials of any illegal conduct.

SMOKING

Pursuant to A.R.S. § 36-798.03, tobacco products are prohibited on school grounds, inside school buildings, in school parking lots or playing fields, in school buses or vehicles and at off-campus school-sponsored events. Violation of the law is a petty offense and will subject the employee to discipline, up to and including termination.

SAFETY AND HEALTH

The School is committed to providing a safe and healthful workplace. The School expects employees to conduct themselves in a safety-conscious manner at all times. Any unsafe condition or conduct must be reported immediately to a supervisor.

ACCIDENT OR INCIDENT REPORT

Any employee who observes an unsafe or unhealthy situation, or who has an accident no matter how slight, while on duty, shall notify the supervisor or administrative offices immediately. Failure to do so may subject the employee to discipline, up to and including termination. Incident reports are available at the Executive Dean's office.

EMPLOYEE HANDBOOK RECEIPT AND ACKNOWLEDGEMENT

I hereby acknowledge that I have received and read a copy of the New School for the Arts & Academics Employee Handbook. I understand the policies and procedures contained therein and agree to comply with those policies and procedures. I understand that the School’s policies may be changed from time to time at the School’s discretion. Furthermore, I understand and agree that, unless I have a written contract to the contrary signed by the Executive Dean or the Governing Board, my employment at the School is at-will. In other words, I understand and agree that either the School or I may terminate my employment with or without reason, at any time, with or without advance notice. I also understand that the at-will nature of my employment can be modified only by a written agreement signed by the Executive Dean or the Governing Board, or their authorized designee, and no other agent or representative of the School has the authority to enter into an employment agreement for any specified period of time.

Print Employee Name

Employee Signature

Date