



EMPLOYEE HANDBOOK

6100 N. LOCUST GROVE RD.
MERIDIAN, ID 83646

208/323-3888 (VOICE) / 208/672-0522 (FAX)

WWW.THEAMBROSESCHOOL.ORG

A NOTE FROM THE BOARD OF DIRECTORS

Welcome to The Ambrose School, the Treasure Valley's classical and Christian school. Our employees are the heart of our mission: to educate children to the glory of God alone.

The Board of Directors, which operates pursuant to the organization's bylaws, governs The Ambrose School. The day-to-day operations of the school are completed by the Head of School, the administrative staff, and, most importantly, the teachers.

The Ambrose School opened its doors in 1995 with three 2nd grade students. Currently, we have over 525 students in grades K-12. By God's grace, we will continue to provide the best education in the Treasure Valley.

This Employee Handbook sets standards of conduct and clarifies the internal workings of the school. We value our employees and desire to have a well-run working environment so we can focus on our principal task, the education of children.

We pray that your time here is fruitful and enjoyable. Thank you for your investment in our children.

The Board of Directors
The Ambrose School

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AT WILL EMPLOYMENT

All employment with The Ambrose School is “at-will,” meaning that both you and the school remain free to terminate the employment relationship at any time, for any reason, with or without cause or notice.

None of the following alter the at-will nature of employment with The Ambrose School:

- Oral or written statements or representations, whether before or after your hiring, except an express written contract that is signed by you and the Headmaster and Chairman of the Board of The Ambrose School
- Practices or procedures of The Ambrose School or its supervisory personnel
- Any written materials including recruitment materials, employment applications, policies, rules, guidelines, descriptions of benefits, and this Employee Handbook
- Completion of an “introductory period” or conferral of “regular” status

The Ambrose School reserves the right to modify or rescind this Employee Handbook and any of the school’s policies, rules, guidelines, practices, procedures, and employee benefits at any time, without notice. This Employee Handbook is intended to provide information. It is not a contract. It is your responsibility to inform yourself of changes to this Employee Handbook.

CONTRACTUAL STATUS OF HANDBOOK

The policies and procedures contained in this Employee Handbook do not encompass or anticipate every situation, answer every question, or solve every problem about employment. Consequently, the information contained within can only be a resource for employee education or training and cannot be construed as a legal document or an employment contract. We reserve the right to modify or remove any portion of this Handbook at any time, with or without notice.

This Employee Handbook provides a description of The Ambrose School’s general policies and is not intended to and does not create a contract of employment in any manner. Absent an employment contract, employment at The Ambrose School is at will, and either the employee or The Ambrose School may end the employment relationship at any time and for any reason. No representative of The Ambrose School, with the exception of the full Board of Directors, has any authority to enter into any contract of employment to the contrary, and then only if the Board, through its Chairman, signs a specific written employment agreement.

NEITHER THIS HANDBOOK NOR ANY OF THE AMBROSE SCHOOL’S POLICIES OR EMPLOYEE BENEFIT PLANS SHOULD BE CONSIDERED A CONTRACT FOR PURPOSES OF EMPLOYMENT OR PAYMENT OF COMPENSATION OR BENEFITS.

TEMPORARY EMPLOYEE

A temporary employee is defined as an individual hired for a specified, limited term of less than six months to fill a particular position or perform a certain function. Temporary employees will be paid hourly for each hour worked and are not entitled to other employee benefits, which may be paid or provided to The Ambrose School's full-time or part-time employees.

Temporary employees of The Ambrose School may apply for any permanent full-time or part-time positions offered by The Ambrose School by pursuing the same application process as required for all position applicants.

FULL-TIME/PART-TIME EMPLOYEES

Regular Full-Time employees are those who are not in a temporary or part-time status and who are regularly scheduled to work a full-time schedule of at least 30 hours per week. Regular, full-time employees are eligible for The Ambrose School's employee benefits package, subject to the terms, conditions, and limitations of each benefit program.

Part-Time employees are those who are not hired as a temporary employee and who are scheduled to work less than thirty (30) hours per week. While they do receive all legally mandated benefits (such as Social Security and worker's compensation insurance), they are not eligible for other employee benefits programs offered by The Ambrose School.

EXEMPT AND NON-EXEMPT EMPLOYEES

Compensation for those positions determined to be exempt under the Fair Labor Standards Act shall be paid on a salary basis and shall not be entitled to overtime or additional compensation based upon additional hours worked. Compensation for all other positions shall include overtime pay, calculated to be 1-1/2 times the normal hourly rate, for every hour worked over the standard forty (40) hour work-week.

In general, all professional positions (teachers, administrators, and professional staff) are exempt. Office administrative personnel (secretarial) are not considered exempt. These categories primarily focus on administrative, executive, and professional positions where the level of training and/or exercise of independent judgment justify The Ambrose School's assignment of certain tasks to those positions without regard to the number of hours required to perform those tasks.

Positions that are paid hourly or that otherwise do not fall within the specified categories determined to be exempt from the Fair Labor Standards Act are referred to as non-exempt positions. An employee who holds a non-exempt position is required by law to be paid 1-1/2 times his/her normal hourly rate for every hour he/she works above forty (40) hours in a regular work week.

BACKGROUND CHECKS

All The Ambrose School employees are subject to a post-offer, pre-hire background check.

By accepting employment at The Ambrose School, an employee agrees to comply with a background check. Failure to disclose criminal activity on the employee's application will likely result in termination.

If information surfaces during a background check that would jeopardize any child's welfare, this will likely result in immediate termination.

GOVERNING DOCUMENTS OF THE AMBROSE SCHOOL

There are four documents that guide the formulating of policies, standards, and procedures within the school. The Ambrose School Bylaws and Board Handbook provides the primary governing function of the school. The Parent/Student Handbook provides information to parents and students regarding the applicable rules and policies of the school, including the statement of faith and our mission statement. The Employee Handbook provides the policy and procedural information required by teachers or staff. Finally, the Operations and Instructions Manual provides information for all employees on procedures. All employees of The Ambrose School should be familiar with these documents as they implement the policies in our day-to-day operations.

DOCTRINAL AND PHILOSOPHICAL AGREEMENT

Each employee must accept The Ambrose School's Statement of Faith without verbal or mental reservation. In addition, teachers also accept the mission, vision, and educational philosophy of this school and are committed to upholding them. This includes an understanding and appreciation of the school's classical emphasis based upon an application of the principles of the *Trivium* and a commitment to implementing this model in practical ways.

Any employee of the school who has school-aged children should have them enrolled at the school. Exceptions to this rule may be made in cases where academic hardship, financial hardship, or other concerns are present. The goal of this policy is to ensure that our employees are our strongest supporters. If they choose another school, this makes a statement about their support. Exceptions will only be granted by the Headmaster when there are clear and obvious reasons.

STATEMENT ON MARRIAGE, GENDER AND SEXUALITY

We believe that God wonderfully and immutably creates each person as male or female. These two distinct, complementary genders together reflect the image and nature of God. (Gen 1:26-27.) Rejection of one's biological sex is a rejection of the image of God within that person.

We believe that the term "marriage" has only one meaning: the uniting of one man and one woman in a single, exclusive union, as delineated in Scripture. (Gen 2:18-25.) We believe that God intends sexual intimacy to occur only between a man and a woman who are married to each other. (1 Cor 6:18; 7:2-5; Heb 13:4.) We believe that God has commanded that no intimate sexual activity be engaged in outside of a marriage between a man and a woman. We believe that any form of sexual immorality (including adultery, fornication, homosexual behavior, bisexual conduct, bestiality, incest, and use of pornography) is sinful and offensive to God. (Matt 15:18-20; 1 Cor 6:9-10.)

We believe that in order to preserve the function and integrity of The Ambrose School as the local Body of Christ, and to provide a biblical role model to the The Ambrose School members and the community, it is imperative that all persons employed by The Ambrose School in any capacity, or who serve as volunteers, agree to and abide by this Statement on Marriage, Gender, and Sexuality. (Matt 5:16; Phil 2:14-16; 1 Thess 5:22.)

We believe that God offers redemption and restoration to all who confess and forsake their sin, seeking His mercy and forgiveness through Jesus Christ. (Acts 3:19-21; Rom 10:9-10; 1 Cor 6:9-11.) We believe that every person must be afforded compassion, love, kindness, respect, and dignity. (Mark 12:28-31; Luke 6:31.) Hateful and harassing behavior or attitudes directed toward any individual are to be repudiated and are not in accord with Scripture nor the doctrines of The Ambrose School.

ROLE MODEL STANDARD FOR EMPLOYEES

All employees of The Ambrose School will be Christians whose membership is in good standing in churches whose fundamental beliefs are consistent with The Ambrose School's Statement of Faith (I Corinthians 6:14-18; Ephesians 4:3-6). They will give evidence of trusting Jesus Christ alone as Lord and Savior (Romans 10:9-10). They will demonstrate spiritual maturity, a teachable spirit, and have a clear conscience before God and man (Titus 2:1-8).

The Ambrose School employees will also manifest by precept and example the highest Christian virtue and personal decorum, serving as role models (I Timothy 4:12) both in and out of school to students (Luke 6:40), as examples to parents, and fellow faculty members in judgment, respect, and Christian living.

As a Christian role model, we expect our employees to refrain from such activities as the abuse of alcohol and tobacco, use of illicit drugs, and the use of vulgar and profane language (Colossians 3:17; Titus 2:7-8; I Thessalonians 2:10; 5:18, 21-22; James 3:17-18). Further, all The Ambrose School employees follow the Biblical standards for sexual behavior. Consumption of pornography and other sexually deviant behavior violates Biblical standards. Deviation from Scriptural standards after hiring may result in immediate termination (cf. Romans 12:1-2; I Corinthians 6:9-20; Ephesians 4:1-11, 5:3-5; I Thessalonians 4:3-8; I Timothy 4:12; II Timothy 2:19-22; I Peter 1:15-16; I John 3:1-3).

NON-DISCRIMINATION & NON-HARASSMENT POLICY

The Ambrose School will not tolerate sexual harassment by any of its employees. For these purposes the term "harassment" includes slurs and any other objectively offensive remarks, jokes, other verbal or graphic depictions, or physical conduct of a sexual nature. Sexual harassment also includes repeated unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, and other verbal or physical conduct, or visual forms of harassment of a sexual nature, when submission to such conduct is either explicitly or implicitly made a term or condition of employment, or is used as a basis for employment decisions, or when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or objectively offensive work environment.

The proper procedures to handle sexual harassment are as follows:

Politely but firmly confront whoever is doing the harassing. State how you feel about his or her actions and request that the person cease harassing you immediately.

If the harassment continues, or if you believe some employment consequence may result from your confrontation, report the matter to your immediate supervisor or Human Resources. If circumstances prohibit this response, or if you are uncomfortable for some reason about reporting this matter to your immediate supervisor, then report the behavior to the Headmaster or to the chairman of the Board. You may make such report orally or in writing. Please provide specific details of the harassing behavior (e.g. the nature of the offensive conduct, date(s), time(s), etc.). This action may be taken without fear of reprisal. Every effort will be made to maintain confidentiality.

If after a reasonable length of time you believe inadequate action is being taken to resolve your complaint, go directly to the Board for resolution of your problem. The policy of The Ambrose School is to listen to all complaints, investigate them, and quickly take appropriate action to solve the problem.

Retaliation Prohibited. The Ambrose School will not tolerate retaliation against anyone who has reported workplace harassment or discrimination or assists in a workplace investigation. Offenders will be subject to disciplinary action, up to and including termination of employment. If the retaliator is the same person who causes the harassment or discrimination, the disciplinary action will be harsher than what would have been imposed for the underlying conduct alone.

Sexual harassment and false accusations of harassment can have serious consequences. Therefore, all investigations regarding sexual harassment will be conducted with as much discretion as possible while still obtaining all of the necessary facts. We trust that all employees of The Ambrose School will act in a responsible fashion and provide for a pleasant work environment, which is free from all types of harassment and discrimination.

OTHER TYPES OF HARASSMENT & DISCRIMINATION

The Ambrose School prohibits harassment or discrimination of any kind, including harassment on the basis of any protected class. This includes a prohibition on harassment on the basis of race, color, age, disability, national origin, or veteran status. Similar to the ban on harassment and discrimination on the basis of gender, or sexual harassment, The Ambrose School encourages those who feel they have been subjected to such unlawful harassment or discrimination based on a protected class status to come forward as outlined above (see “Sexual Harassment”). An investigation will be performed, and all policies that apply to sexual harassment complaints will also be applied to other forms of harassment and/or discrimination. Employees will not be subjected to retaliation for submitting complaints about unlawful harassment and/or discrimination.

EQUAL EMPLOYMENT OPPORTUNITY AND AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE

It is the policy of The Ambrose School that employees and applicants for employment shall receive fair and equal treatment regardless of race, color, sex, age, national origin, disability, or veteran status. This policy of non-discrimination includes, but is not limited to, employment,

promotion, demotion, transfer, recruitment, advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training.

Any individual who believes that he/she has been subjected to, or has witnessed, unlawful discrimination should immediately contact his/her immediate supervisor or the school Board chairman. However, nothing in this policy should be construed to require an individual who believes he or she has been subjected to unlawful discrimination to report such conduct to the person who is the source of that conduct.

While The Ambrose School's administration is responsible for overall administration of this policy, each manager, supervisor, and employee within the organization is specifically charged with the responsibility of positively implementing the letter and spirit of this policy.

The ADA prohibits an employer from discriminating against a qualified individual with a disability, because of that individual's disability, with regard to the terms and conditions of employment. These terms and conditions include job application procedures, hiring, advancement, discharge, compensation, or job training. Qualified individuals with a disability may request reasonable accommodations through their supervisor or Human Resources. The Ambrose School will engage in a dialog with the employee requesting an accommodation to determine whether a reasonable accommodation can be made for the employee.

PROMOTION POLICY

All employees, regardless of race, color, sex, age, national origin, disability, or veteran status are provided opportunities to progress and advance their career at The Ambrose School consistent with their skills and interests as vacancies arise. Employees, however, do not have any greater rights to secure open positions than outside candidates. By adoption of this promotion policy, and by encouraging promotion from within, The Ambrose School does not intend to promise that any particular employee will receive any particular position.

PERFORMANCE REVIEW POLICY

All full-time teachers will be observed in the classroom by administration or a master teacher a minimum of twice each year, generally during 1st quarter and sometime in the last semester. Newer teachers will be observed more frequently. The principal will review the in-class observation with the teacher within 2 weeks of conducting the classroom visit. The observation review will include a curriculum review with the teacher to verify that the teacher is on-track to complete curriculum objectives by the end of the year.

All teachers, including part-time teachers, will also be evaluated at the end of each school year unless changes warrant a sooner evaluation. For the year-end evaluation, the following general categories will be considered (see Ops Manual for more details.): 1. Compliance with curriculum and systems. 2. How well the teacher connects with the students. 3. Classroom tone. 4. Organization. 5. Review. 6. Staying within the specified guidelines for homework. 7. Other criteria on form F-214. This evaluation will also include 1. The report on both of the two observations and an assessment by the principal of the progress made between the two. 2. The teacher will provide a written development plan to address the concerns, interests, or strengths brought up in the

observations. 3. A merit assessment from the principal recommending the percentage of the allowed merit pay the teacher should receive. The headmaster makes the final determination.

GRIEVANCE PROCEDURES

If you have a complaint about your performance evaluation, your job assignments, your compensation, discipline, or related issues, you may pursue this grievance procedure. First, every reasonable effort should be made to resolve the grievance or complaint with your immediate supervisor. If not resolved, you should then discuss the issue with the Headmaster within ten (10) working days of the occurrence. This time limit provides an opportunity to resolve the issue immediately. The Headmaster will recommend a solution to the grievance. If you are not satisfied with the recommended solution, you may take your grievance to the Board of Directors by filing a written request to the Chairman of the Board within five (5) days of the Headmaster's response. If the grievance is pursued to the Board level, then the recommended solution of the Board is the solution that will be imposed. Employees should make every effort to avoid pursuing grievances in ways that are disruptive to the workforce (e.g. gossip, etc). Employees should also assure that their pursuit of a grievance does not disrupt their work performance. While the employee will not be disciplined for pursuit of the grievance procedure, discipline may be imposed for disruptive behavior in the pursuit of a grievance. Employees should strive to present their grievances in a biblical and professional manner. The Board may dismiss the grievance as lacking merit in any case that it judges frivolous or malicious.

ACCESS TO PERSONNEL RECORDS

Personnel records are maintained on every employee. These confidential files contain important information about each employee, and you are expected to immediately notify the administration of any changes in your personal information including:

- Marital Status
- Dependents
- Address
- Emergency Contact Information

These files are the property of The Ambrose School. Work performance will be noted in these files, including both positive and negative performance. Current employees in good standing may review their personnel file within five days of their written request.

WORK PRODUCED AT THE AMBROSE SCHOOL

All work produced for or in relation to The Ambrose School by employees of The Ambrose School is the sole property of The Ambrose School. Lesson plans, curriculum, tests, or other academic or intellectual property related to The Ambrose School is the property of the school. An employee's right to academic materials generated while employed may be negotiated as part of the employee's terms of employment.

EXPECTATION OF CONFIDENTIALITY

The Ambrose School trains its employees and shares confidential information with them. Thus, employees are prohibited from using that training and information to the detriment of The Ambrose School. The protection of the good will of the business, and the confidential information of the business, is vital to the interests and success of The Ambrose School, and employees who improperly use confidential business information will be subject to disciplinary action, up to and including termination of employment and legal action, even if they do not actually benefit from the disclosed information. Agreement to the above mentioned terms is a condition of employment. Examples of confidential information may include future hiring plans, class schedules, building sites, or other information not publicly communicated outside of our staff or employees.

ELECTRONIC SYSTEMS POLICIES

Unlimited Monitoring: All electronic information including emails, internet history, and voicemail messages on school systems are company records. Such communications should be used for business purposes. The Ambrose School reserves the right to access all electronic and voicemail communications at any time, without notice to the recipient or the sender. The Ambrose School also reserves the right to disclose the contents of any electronic communication and voice mail messages to others within The Ambrose School, or elsewhere if business purposes require it. Employees abusing electronic or voicemail privileges may be disciplined.

General Policy: Every Ambrose School employee is responsible for ensuring that the email, internet, and voice mail systems are used properly, consistent with company policy. Any questions about this policy should be directed to the Headmaster.

The email system is part of the business equipment and technology owned by The Ambrose School and should be used for business purposes. Personal business should be limited and should not interfere with the use of the email system.

Employees should disclose information or messages from the email system only to authorized employees.

Employees do not have a personal right of privacy in any matter created on, received through, or sent from The Ambrose School email or voicemail systems – on the internet. The Ambrose School, in its discretion, reserves the right to monitor and to access any matter created on, received through, or sent from the email system.

Any password you select should be secure, unique and not easily identifiable by others. You may not share your password with anyone, including co-workers or family members. The Ambrose School may require all employees to change their passwords on a periodic basis for security reasons. Even if you have a password for the email system, it is impossible to assure the confidentiality of any message created on, received through, or sent from The Ambrose School email system. Any password you use is known to The Ambrose School, and The Ambrose School may access your computer for any reason.

The provisions of all other The Ambrose School policies apply to all electronic systems owned by The Ambrose School, including email, computer and voicemail systems.

The Ambrose School expressly reserves the right to access, retrieve, read, and delete any communication that is created on, received through, or sent in the e-mail system to assure compliance with this or any other company policy.

Teachers should not use email to resolve contentious issues with parents. Email often makes matters worse. Teachers are encouraged to communicate difficult matters in person or over the phone.

Any employee who becomes aware of misuse of any of the electronic systems should promptly contact his/her supervisor or the school Board chairman.

WORKPLACE VIOLENCE POLICY

The Ambrose School is committed to providing a workplace that is free from any form of violence. Therefore, threats of physical harm, physical abuse, vandalism, arson, sabotage, other use of criminal acts, use of weapons, carrying weapons of any kind onto the employer's property, or any other violent act which in the administration's opinion is inappropriate in the workplace, is a violation of this policy.

The employer reserves the right to conduct searches and inspections of employees, employees' personal effects, and their personal work spaces without notice.

Employees may not bring firearms, knives, or weapons of any type into the building or onto school property without the prior consent of the Headmaster.

TRAVEL AND ENTERTAINMENT POLICY

Business Travel Expenses: The Ambrose School will reimburse employees for reasonable business travel expenses incurred while on direct work assignments away from the normal work location. The Headmaster must approve all business travel in advance. Employees are asked to be as cost-conscious as possible because the school runs on a very tight budget.

Abuse of the Business Travel Expense policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Personal vehicle use for authorized The Ambrose School business will be reimbursed to employees at a per-mile rate.

Driving on Company Business: Employees who drive any form of vehicle while performing services for The Ambrose School are expected to drive in a safe manner at all times. Employees who drive while performing services for The Ambrose School must follow all governing laws that relate to the operation of a vehicle. Employees may not allow distractions while driving such as texting and emailing. If an employee talks on a cell phone while driving, the driver is expected to pull over to the side of the road and stop driving or to use a hands-free device. Any violations or citations received by an employee while driving for The Ambrose School are the personal responsibility of the employee, but must be reported to the employee's supervisor within two business days. All

employees must maintain their own vehicle liability insurance, current Idaho driver's license and reliable transportation.

STATEMENT ON IMMIGRATION COMPLIANCE

The Ambrose School, as an equal opportunity employer, employs persons legally entitled to work in the United States without regard to citizenship, ethnic background, or place of national origin. Candidates offered employment at The Ambrose School are required to produce satisfactory evidence of their eligibility to work in the United States and assist in completion of the INS Form 1-9 solely for purposes of compliance with the Immigration Reform and Control Act of 1986.

EMPLOYMENT OF RESIDENT ALIENS

All resident aliens applying for work at The Ambrose School or currently working at The Ambrose School must have a current valid visa on file with The Ambrose School authorizing such person to be employed.

WORKPLACE SEARCHES

The Ambrose School provides desks, and/or storage facilities for employees to store personal items and may search these areas at any time. Employees should not retain any expectation that these areas are private and not subject to search. If the employee chooses to provide a lock for a desk or cabinet, the combination must be provided to the employee's supervisor. By using the school's property, the employee consents to any search conducted by The Ambrose School.

DISCHARGE POLICY

An employee may be discharged by The Ambrose School for any reason, including but not limited to misconduct, violation of company rules, inability to perform satisfactorily the requirements of the position, even with reasonable accommodation, lack of work, absenteeism, or a poor work attitude. The employee's employment is "at-will" and may be terminated by the employer at any time and for any reason which does not violate applicable state and federal laws.

If a discharged employee wishes to seek review of his/her discharge, he/she may seek review by contacting the Board of Directors through the Chairman of the Board in writing within five (5) days of his/her discharge.

In accordance with Idaho law, a discharged employee will receive, at the usual place of payment, all wages due and owing on the next regularly scheduled payday or within ten (10) days after such discharge, weekends and holidays excluded, whichever is sooner.

All group health and life insurance plans are canceled as of the date of discharge unless law requires continuation of such plan and the employee complies with such applicable law.

The employee's final check may be reduced by required legal deductions and authorized pension plan deductions. All property of The Ambrose School must be returned by the employee immediately. Deductions may be made for company property not returned, the use of company services or purchases, or other lawful deductions if the employee has agreed in writing that such deductions may be made.

HIRING OF SPOUSES OR RELATIVES OF BOARD MEMBERS

Spouses or close relatives of Board members or Board members themselves will not be employed by The Ambrose School unless recommended by the Headmaster. Such a recommendation by the Headmaster and subsequent approval by the Board will constitute a waiver of this prohibition. The spouse or close relative or Board member himself will be supervised and reviewed as any other employee. Objections or appeals by such employees of any aspect of this oversight by the Headmaster will be deferred to the whole Board of The Ambrose School for decision. The Board member who is related to such an employee, or who is the employed person, will recuse himself from all discussions and/or decisions related to the hiring or supervision of this employee.

ANTI-FRATERNIZATION

Personal relationships between employees, especially those of a romantic nature, can often have an adverse impact on the working relationship similar to a situation where a relative is employed. A personal relationship between a supervisor and a subordinate could later lead to allegations of unlawful sexual harassment, even if the relationship began as a consensual one. Even if the two employees are not in the same department, a personal relationship could have an adverse impact on the morale of others in the workplace, especially if inappropriate behavior is exhibited in the workplace. Personal relationships between co-workers can also give rise to potential liability for The Ambrose School. Thus, employees are directed that they are to maintain a professional demeanor in the workplace, and inappropriate behavior will not be tolerated. Any behavior that could be interpreted by any employee as the showing of favoritism due to a personal relationship is strictly prohibited.

COPYRIGHT POLICY

The Ambrose School does not condone the unauthorized reproduction of copyrighted materials in any format (e.g., book, periodical, internet). Compliance with the Copyright Act is the individual responsibility of every employee, including faculty and support staff.

Employees of The Ambrose School should not make multiple copies of articles or cover-to-cover copies of newsletters, periodical issues, or volumes. This practice should be observed for standard materials as well as material obtained from computer on-line services.

The Ambrose School will allow the making of one copy of an article from its library materials. The recipient of the article should not make or distribute additional copies of the article without permission from the publisher.

Individuals in The Ambrose School may request permission from the administration to produce material that goes beyond these guidelines and, when necessary, will pay royalties for copies made when such copying is beyond that permitted under the Copyright Act. Royalties may be made directly to the copyright owners or other alternative mechanisms.

Any questions concerning the Copyright Act should be addressed with your immediate supervisor.

OFFICE HOURS AND ATTENDANCE

Staff Hours: Employees schedules are set by their supervisors, based on the needs of the classroom or department. Employees are expected to report to work on time and work their scheduled hours. If an employee has any questions about his or her schedule, it is the employee's responsibility to ask the employee's supervisor.

A "grace period" is extended to employees arriving up to 15 minutes late due to an emergency. **This privilege should not be abused.**

A non-exempt employee arriving more than 15 minutes late or leaving more than 15 minutes early, must take personal leave for that absence, if available.

Attendance: You are expected to report for work on time and continue working to the end of your work period. Your attendance is important as it will be part of your record and will be taken into consideration during your evaluation. Unsatisfactory attendance will be cause for disciplinary actions.

If, for any reason, you are unable to report to work, call your supervisor as soon as possible as to why you are unable to come to work and when you expect to return.

Vacation and personal time must be scheduled in advance with your supervisor.

Non-exempt employees may not, under any circumstances, work "off-the-clock." For non-exempt employees, all worked time must be reported for payroll purposes.

The administrative office remains open from approximately 7:15 a.m. to 4:00 p.m., Monday through Friday.

WORKPLACE SECURITY & DECORUM

Whenever people work together, their safety, efficiency, and happiness require adherence to certain rules of conduct. Our policy is to keep rules to a minimum and to formulate them only with the good of all in mind.

Workplace Security: The Ambrose School is concerned about the personal safety of its employees, students and the security of employees' personal belongings. Employees are, therefore, asked to assist in ensuring their own security and safety by observing certain established procedures, by being attentive to their surroundings and by reporting anything unusual or suspicious to administrative staff.

- **Security.** In an emergency situation, assistance can be obtained by dialing 911 and reporting the location and nature of the emergency. In non-threatening situations, assistance can be obtained by contacting Administration.
- **Personal Property.** Personal items and property of value should be safeguarded. Any item(s) of value should be kept in a lockable workspace, if available, or in a locked personal vehicle. The Ambrose School cannot be responsible for the loss of an employee's money or other personal belongings.

Client Relations/Office Decorum: In order to present the most favorable image possible of the school, certain basic standards should be followed when interacting with clients:

- All visitors will be treated courteously, their business given prompt attention, and their stay in the office made pleasant. When scheduling appointments, visitors should be directed to the main reception area.
- Provide a list of visitors and their expected arrival times to the receptionist, particularly when large groups are expected. Meetings scheduled prior to 7:30 a.m. and after 2:00 p.m. should be reported so that arrangements can be made to have someone at the appropriate reception area.

When a guest arrives for an appointment, the receptionist should notify the appropriate individual. If that individual cannot meet the client immediately, the receptionist should give the client an explanation for the delay and an estimate of how long the individual will be.

MISCONDUCT

If you fail to maintain at all times proper standards of conduct or if you violate any of the following rules, you will be subject to disciplinary action as set forth below. While extensive, the following list does not include all instances that may require disciplinary action. It must be remembered that as circumstances change, rules often must change. Therefore, from time to time, we may amend some rules to meet changing needs.

The following are considered misconduct on your part and will result in disciplinary action, up to and including termination of employment, in accordance with the nature of the offense. The items listed below are illustrative of the type of behavior that will not be permitted:

1. Theft or inappropriate removal or possession of property.
2. Falsification of timekeeping or other employee records.
3. Working under the influence of alcohol or illegal drugs, or testing positive for alcohol or illegal drugs while on the job, regardless of when or where the exposure to such alcohol or drugs occurred.
4. Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while driving for the School or using School equipment.
5. Fighting or threatening violence in the workplace.
6. Boisterous or disruptive activity in the workplace.
7. Negligence or improper conduct leading to damage of property.
8. Insubordination or other disrespectful conduct.

9. Violation of the applicable Code of Conduct for Non-Judicial Employees or other rules governing employee conduct.
10. Smoking in prohibited areas.
11. Any form of unlawful or unwelcome harassment or discrimination.
12. Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace, with the exception of judicial officers authorized to carry concealed weapons.
13. Excessive absenteeism or any absence without notice.
14. Unauthorized absence from the classwork or work station during the workday.
15. Unauthorized use of The Ambrose School resources, including time or equipment.
16. Unauthorized disclosure of confidential information.
17. Violation of the policies set forth in this Handbook or those incorporated by reference.
18. Inability to work with others, involving repeated conflicts in the workplace.
19. Unsatisfactory job performance or conduct.

The foregoing list is not intended to be all-inclusive. Any questions regarding the non-exhaustive list of conduct that will be considered misconduct should be directed to the Headmaster.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image The Ambrose School presents to the community.

Your appearance should always reflect credit upon yourself and The Ambrose School. Since you will be working closely with others throughout the day, attention to good grooming and personal hygiene is a matter of simple courtesy to your fellow employees.

Dress Code: We are proud of the professional caliber of our people and want your appearance to be a reflection of your abilities. Your personal appearance can create favorable or unfavorable impressions; some moderation in good taste and dress, hairstyles, and grooming is important. The primary criteria for proper office wear is that it is neat, business-like, and professional. It should also always serve as a model to our students.

Men should wear a dress shirt and tie, slacks, and appropriate footwear when school is in session. Business casual attire is appropriate during breaks if employees are working in our facility.

Ladies should wear coordinated business attire. Skirts and “skorts” (skirts-shorts) should be dressy and approximately knee length. Slacks and capris that are dressy and fit properly are fine, while denims are not acceptable.

Please use modesty and good taste in choosing your office wear.

PERSONAL USE OF OFFICE EQUIPMENT AND SUPPLIES

Personal Use of Telephones: It is recognized that all employees have an occasional need to use office telephones for personal calls during working hours and lunch or break periods. However, employees are expected to keep the frequency and length of such calls to a minimum.

Long-distance calls are strongly discouraged. However, if it becomes necessary to place a call from the office, each call must be accounted for, and the employee will be required to reimburse the school immediately upon receipt of a written statement of the cost from the financial secretary. The school reserves the right to request that each employee provide written authorization for a payroll deduction in exchange for the continued privilege of personal use of the telephones.

Personal Use of Postage Meter or Postage Stamps: Personal use of the postage meter or postage stamps is permitted, but as with the long-distance phone calls, postage must be accounted for, and the employee will be required to reimburse the school immediately upon receipt of a written statement of the cost from the financial secretary. The Ambrose School reserves the right to request that each employee provide written authorization for a payroll deduction in exchange for the continued privilege of personal use of the postage meter.

Use of Equipment: Equipment essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

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

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

The Ambrose School will provide all necessary tools and equipment to perform an employee's job duties. If there are tools or equipment that The Ambrose School does not have that an employee feels are essential to perform his/her job duties, please notify your supervisor.

If an employee owns, and prefers to use, his/her own personal tools, he/she may do so. The Ambrose School will not repair or replace any of an employee's personal tools damaged while working at The Ambrose School.

COMPUTERS & TECHNOLOGY

All full-time teachers will be issued a desktop computer. Teachers are not allowed to load unapproved software on their computers. Approval can be obtained from the IT manager, but software will generally not be approved unless the teacher is capable of correcting any problems that the software may cause.

Part-time teachers may use one of several generally available computers stationed around the facility.

All teachers are required to enter their grades on Renweb, our school software system in a timely manner. To do this, the teacher's computer must have access to the internet. Teachers are encouraged to use the internet connection at the school for this purpose. However, any dial up or wireless network that is connected to the open internet will work.

Teacher use of other technology should be in compliance with the following:

- 1) All technology must be signed out from the office. No exceptions.
- 2) Video Projectors: If possible, use the television screens with the computer interfaces. They are much less expensive to operate. The video projectors may provide better resolution. If used, teachers must:
 - Check the unit out and return it on the same day to the office.
 - Ensure that all connectors are returned to their appropriate place in the case.
 - Once the video projector has been turned on, it may NOT be moved until it has been turned off for at least 10 minutes.
 - Be careful in securing the video projector on the table or desk and DO NOT allow cables to stretch where they can be a trip hazard. Any impact will cause hundreds of dollars of damage to the units.
- 3) Sound system:
 - Be sure the cables are all returned to the appropriate pouch and equipment is returned to its proper place of storage.

TELEPHONE POLICIES

Answering the Telephone: Answering the telephone promptly and properly is extremely important. Identify yourself by name and department. Speak in a friendly but business-like manner. Be sure to get the name of the caller. If information requested cannot be given immediately, obtain the caller's telephone number and call back as soon as you can obtain the information.

Personal Telephone Use: Our incoming lines must be kept open for business calls. Please limit your personal calls to those of genuine need during office hours, including lunch hour. If it is necessary for you to make a call during working hours, make it as brief as possible. Ask the members of your family and friends to call only when necessary. Follow the long distance policy as outlined above.

OUTSIDE EMPLOYMENT

Employees should consider the impact that outside employment may have on their health and physical endurance. All employees will be judged by the same performance standards and will be subject to The Ambrose School's scheduling demands, regardless of any existing outside work requirements. With prior approval of the Headmaster, employees may hold outside jobs as long as there is no conflict with working hours and they meet the performance standards of their job with The Ambrose School. An employee should request permission from the Headmaster at least two weeks before working for another employer or before starting a business.

Outside employment that constitutes a conflict of interest, or creates a perceived conflict of interest, is prohibited. Employees may not receive any income or material gain from individuals outside The Ambrose School for materials produced or services rendered while performing their jobs unless specified within the employee's contract.

WAGE AND SALARY DETERMINATIONS

Each employee's wage or salary is based on many factors, such as the specific job duties for a role, related experience of the employee, education, previous performance, and tenure with The Ambrose School. The combination of those factors is unique to each position and each employee. Whether an employee is paid a wage or salary is determined by the requirements of the role.

TUITION BENEFIT FOR FULL-TIME TEACHERS

All full-time teachers and exempt staff of The Ambrose School are required to have their children enrolled in the school if the children are of the ages the school serves and there is space available. The Ambrose School will grant exceptions to this policy on a case by case basis (see earlier section in handbook entitled *Doctrinal and Philosophical Agreement*). Because full-time teachers are required to enroll their children at The Ambrose School, they will receive a 50% tuition discount and the remainder of tuition will be deducted from their salary as noted on their Terms of Employment. Full-time teachers will not be charged the application or re-enrollment fee, or family administrative fee. Such employees **will** be required to pay fees that are directly related to actual costs for their children. For example, they will pay specific book fees, class fees, lab fees, etc.

CONTRACT DATES AND PAY

All exempt employees (teachers and administrative staff) are on contracts that begin July 1st and end June 30th. Full-time teachers are paid at their contracted rate divided over 12 months, beginning July 1st. New full-time teachers hired before July 1st will be paid starting July 15th. New teachers' contracted amounts will be divided over the number of pay periods for which they are eligible. All benefits have a one-month probation period except the 401k which has a 90-day probation period.

WORK WEEKS, PAYDAY AND PAYCHECKS

The work week for payroll purposes is Sunday through Saturday. All employees are paid semi-monthly: on the 15th and last day of the month. A pay period begins with the first day of the month at the beginning of the shift and ends with the close of business on the 15th or last day of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off (e.g., a holiday), employees will receive pay on the last day of work before the regularly scheduled payday. If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation. If an employee chooses not to use direct deposit, his or her paycheck may be delayed.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of the financial secretary so that corrections can be made as quickly as possible. Once underpayments are identified, they will be corrected in the next regular paycheck or immediately at the discretion of The Ambrose School.

Overpayments will also be corrected in the next regular paycheck unless this presents a burden to the employee (where there is a substantial amount owed). In that case, The Ambrose School will attempt to arrange a schedule of repayments with the employee to minimize the inconvenience to all involved.

The law requires that The Ambrose School make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. The Ambrose School also must deduct Social Security taxes from each employee's earnings up to a specified limit that is called the Social Security "wage base."

TIMECARDS

All non-exempt employees are expected to fill out timecards each pay period. Logging specific worked hours is not necessary for exempt staff. Exempt staff is expected to record their vacation using the F-114 form. This form is then given to their supervisor for approval.

SPENDING POLICY

The purposes of the spending policy is to keep The Ambrose School within the annual budget, to avoid duplicate buying, to maintain positive cash flow, to avoid excessive purchases, and to avoid impulse spending.

A purchase order number must accompany all purchases for or by The Ambrose School. The purchase order may be picked up in the school administrative office. The purchase information is to be filled out prior to the purchase or the number and information may be completed over the phone. For office personnel, any purchase of office supplies over \$50 must also have the approval from the Headmaster. For teachers, any purchase must have prior written approval from the Headmaster. All purchasers should use The Ambrose School tax ID number so sales tax won't be charged.

Information on spending limits and rules is included in the Financial section of the Operations and Instructions manual.

HOLIDAYS

Holidays: The Ambrose School will pay holiday pay to eligible full-time employees on the holidays listed below:

New Year's Day (January 1)

Human Rights Day (3rd Monday in January)

President's Day (3rd Monday in February)

Good Friday (Friday before Easter)

Memorial Day (last Monday in May)

Independence Day (July 4)

Labor Day (first Monday in September)

Thanksgiving Day and the Friday following (fourth Thursday in November)

Christmas Day (December 25)

Full-time, Non-exempt, hourly employees-- To be eligible for holiday pay, employees must work the last scheduled day immediately preceding and the first scheduled day immediately following the holiday. If a recognized holiday falls during an eligible employee's pre-approved paid absence (e.g., vacation, sick leave), holiday pay will be provided instead of the paid time off benefit that would otherwise have applied.

Part-time Non-exempt and temporary staff—Part-time and temporary employees are not eligible for paid holidays.

Contract workers—Contract workers are not employees and thus are not paid for vacations.

Holiday pay will be calculated based on the employee's straight-time pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.

If an eligible employee is asked to work on a recognized holiday by the administration, he or she will receive wages at his or her straight-time rate for the hours worked on the holiday, and shall be granted other paid time off for the same number of worked hours during the same pay period by the Headmaster.

Paid time off for holidays will not be counted as hours worked for the purposes of calculating overtime.

PAID TIME AWAY FROM WORK

Full-time administrative staff (salaried and hourly), receive personal leave hours per their employment contract to be used for any absence away from work, including vacation time, family commitments and/or sick leave. Personal leave hours may not be carried over to the following year. Personal leave hours are granted each July 1st.

Administrative personal leave is encouraged to be taken, whenever possible, on non-academic days (days when there is no school).

Full-time teaching staff members also receive personal leave hours/days and sick hours/days per their contract. Personal leave hours and sick leave hours are granted each July 1st. Personal leave and sick hours/days must be used in the year they are granted. Sick leave is not compensable upon termination.

An employee should not be absent from work unless the employee has paid time away from work benefits available. If an employee has exigent circumstances that require time away from work beyond what is available to the employee, the employee must seek permission from Administration to be absent and, if granted, the employee will not be paid for the time away from work.

Reporting: All staff must report their leave on form F-114 anytime they miss all or part of a working day. This form must be turned in to the employee's supervisor within three days of the employee's return to work.

Sick Leave for Teaching Staff: Earned sick leave may be used for: personal sickness, illness of the employee's custodial children, and medical or dental appointments. If such urgencies are known in advance, please notify your supervisor as soon as possible; otherwise, give notice to your supervisor prior to 7:30 a.m. on the morning of the day of absence. Sick leave may be used in increments as small as 2 hours.

If you have a serious health condition or plan to give birth or adopt a child, see the Family and Medical Leave Act Policy. If you are ill for one week, the school may request a doctor's certification to qualify you under the sick leave benefits and to confirm your fitness to return to work.

Pregnancy is treated as any other temporary disability, and earned sick leave may be used during maternity leave for the period of the disability (eight weeks following a normal delivery). Any leave time in excess of earned sick leave will be considered personal leave or time off without pay.

Please protect these privileges; do not consider them as a matter of right but a matter of use in time of emergency.

Scheduling Leave and Vacations: The Ambrose School will attempt to grant all employees' requests for leave at the time they desire to take it. However, The Ambrose School must maintain adequate staffing of all departments at all times. Therefore, leave must be scheduled in advance and with the prior written approval of the employee's immediate supervisor.

If a teacher schedules vacation or personal leave during the school year on days where school is in session, it is the teacher's responsibility to schedule a suitable substitute and to provide proper lesson plans to the substitute teacher. The Personnel Manager maintains a list of approved substitute teachers from which a substitute may be selected.

Unless on an approved leave of absence, administrative staff may not take more than 3 days in a row, or more than 6 days total while school is in session.

Where scheduling conflicts develop that prevents granting paid time off, they will be resolved as fairly as possible at the discretion of Administration.

PERSONAL LEAVES OF ABSENCE

A personal leave of absence for good cause may be granted on the basis of individual consideration and upon approval from the Headmaster.

An unpaid leave of absence may be granted for up to 30 days beyond what is earned as vacation pay, sick pay or personal leave on a limited and infrequent basis, at the discretion of the Headmaster, without being considered a break in employment.

Personal leave of absence for longer than 30 days will be considered leave of absence involving a break in employment and must be approved by the Headmaster. During a break in employment, all benefits will cease (including leave accrual) on the first day that the LOA is effective and will not restore until the employee returns.

Teachers who take unpaid leave will cease receiving their paycheck at the next applicable pay period. When they return to work, their pay will be adjusted by the following formula for the remainder of the year:

$$(\text{Contracted days} - \text{days on unpaid leave} / \text{Contracted days}) \times \text{Total contract pay}.$$

Teachers on LOA may be requested to return on a day that causes minimal disruption to their class. In some cases, this may delay the teacher's return by several weeks.

Requests for leave of absence will be considered on an individual basis, taking into consideration the employee's position as it relates to workload in school operations, the employee's history and the alternatives available for covering the position during the requested period of absence.

MILITARY LEAVES OF ABSENCE

A military leave of absence will be granted to employees, except those occupying temporary positions, to attend scheduled drills or training or if called to active duty with any of the United States armed services. The leave will be unpaid. However, employees may use any available paid time off for the absence.

Subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible, health insurance benefits will be made available by The Ambrose School for the term of the military leave of absence up to two (2) calendar weeks.

Vacation, sick leave, and holiday benefits will continue to accrue during the first two weeks of any military leave of absence.

Employees on two-week active duty training assignments or inactive duty training drills are required to return to work for the first regularly scheduled shift after the end of training, allowing reasonable travel time. Employees on longer military leave must apply for reemployment in accordance with all applicable state and federal laws.

For teachers, every effort should be made to schedule military assignments during school breaks if possible.

Every reasonable effort will be made to return eligible employees to their previous position or a comparable one. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service, such as the rate of vacation accrual and job seniority rights.

FUNERAL/BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Up to three (3) days of paid time off may be granted to allow the employee to attend the funeral and make any necessary arrangements associated with the death. Employees may use any available personal leave for additional time off. The Ambrose School defines "immediate family" as a spouse, parent, parent-in-law, child, stepchild, grandchild, or sibling.

JURY DUTY

There will be no loss in pay while on jury duty. In recognition of your responsibilities as a citizen, the school will pay the difference between the income you would receive from a scheduled work period and the compensation received for jury duty. You must present checks from the court to the school's financial secretary to substantiate the claim for compensating pay. During jury duty, you must keep your supervisor regularly updated on the anticipated duration of your service. Jury duty beyond four weeks in duration will not be compensated.

GROUP HEALTH COVERAGE

A group health insurance program is provided to you if you are a full-time employee. The following benefits are available under the program: medical, healthcare flexible spending account, dependent care flexible spending account.

You **must** apply for health insurance within 30 days from the effective date of your contract. Coverage is not effective until the first day of the month following the date of employment. The Ambrose School pays a portion of the monthly premium costs for your coverage, as explained in more detail in the plan documents. You may obtain coverage for your family for an additional charge. All additions and changes must occur within the 30 day window at the beginning of your contract. Continuing teachers may make changes only during the 30 days of annual open enrollment. Contact the health insurance representative for information concerning exceptions to these election periods.

For details regarding eligibility, participation, coverage and benefits, consult your Summary Plan Description. You should receive a Summary Plan Description when you become eligible for coverage. Please contact Human Resources if you have not received this information.

The Ambrose School reserves the right to modify, continue or terminate the plan or any benefit or right under the program at any time.

GROUP HEALTH COVERAGE CONTINUATION NOTICE AND ELECTION (COBRA)

Federal law requires that most employers sponsoring group health plans offer employees and their covered dependents the opportunity for a temporary extension of health coverage (called "continuation coverage" or "COBRA coverage") where coverage under the plan would otherwise end due to termination of employment or other specified events. This policy provides an overview of COBRA coverage. You will receive detailed notices explaining your rights and responsibilities under COBRA when you first become eligible to participate in or enroll in the group health plan and when you lose coverage due to a COBRA qualifying event. Both you and your dependents, if any, should read this policy and any COBRA notices you receive carefully. If you do not comply with the COBRA requirements, you may lose your right to COBRA coverage.

If you are an employee covered by the group health plan, you and your qualified beneficiaries (generally your spouse and dependents who are covered under the plan as of the date of the COBRA qualifying event) can elect COBRA coverage if you lose your group health coverage due to a

reduction in your hours or the termination of your employment (for reasons other than gross misconduct).

Qualified beneficiaries (generally spouses and/or dependents covered under the plan as of the date of the COBRA qualifying event) can elect COBRA coverage if they lose coverage for any of the following reasons:

1. The death of the employee;
2. The termination of the employee's employment (for reasons other than gross misconduct), or reduction in the employee's hours;
3. Divorce or legal separation;
4. The employee becomes eligible for Medicare; or
5. For dependents only, the dependent ceases to be eligible under the terms of the group health plan.

If the COBRA qualifying event is divorce or a child losing dependent status, the employee or qualified beneficiary must inform the COBRA administrator within 60 days. If the COBRA qualifying event is the employee's death, termination of employment, or reduction in hours, or Medicare eligibility, the School will notify the COBRA administrator.

Once the COBRA administrator is notified that a COBRA qualifying event has occurred, you will receive a COBRA election notice. You will have at least 60 days from the date you would lose coverage because of the COBRA qualifying event (or 60 days after receiving notice from the COBRA administrator, if later) to elect COBRA coverage. You then will have an additional 45 days to make your first COBRA premium payment.

COBRA coverage is identical to the coverage provided under the group health plan to similarly situated participants. This means you will be subject to premium increases and benefit changes just as other plan participants are. You will be eligible for COBRA coverage for a maximum of 18 months if the COBRA qualifying event is termination of employment or reduction in hours; 29 months if you meet disability requirements; and 36 months if the COBRA qualifying event is death of the employee, divorce, legal separation, dependent losing eligibility, or Medicare eligibility, or if you experience a second qualifying event after termination of employment or reduction in hours.

COBRA coverage may end earlier than the maximum period if the School stops providing any group health coverage, if you become covered under any other group health plan or Medicare, or if you fail to pay COBRA premiums when required, among other reasons.

If you have any questions about COBRA coverage or your rights and responsibilities, contact the COBRA administrator (see contact information in the group health plan summary plan description and/or your general COBRA notice).

FAMILY AND MEDICAL LEAVE

Upon hire, The Ambrose School provides all new employees with notices required by the U.S. Department of Labor (DOL) on [Employee Rights and Responsibilities Under the Family and Medical Act](#).

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

If you have any questions, concerns or disputes with this policy, you must contact Human Resources in writing.

General Provisions

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

Eligibility

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

- The employee must have worked for the company for 12 months or 52 weeks.
- The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.
- The employee must work in a work site where 50 or more employees are employed by the company within 75 miles of that office or work site.

Type of Leave Covered

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

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

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

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

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

Employees with questions about what illnesses are covered under this FMLA policy or under the company's sick leave policy are encouraged to consult with Human Resources.

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

- Qualifying exigency leave for families of members of the National Guard or Reserves or of a regular component of the Armed Forces when the covered military member is on covered active duty or called to covered active duty.

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

The leave may commence as soon as the individual receives the call-up notice. This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

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

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Amount of Leave

An eligible employee may take up to 12 weeks for the first five FMLA circumstances above (under heading "Type of Leave Covered") under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount of time the employee is entitled to take at that time.

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

If a husband and wife both work for the company and each wishes to take leave for the birth of a child, adoption or placement of a child in foster care, or to care for a parent (but not a parent "in-law") with a serious health condition, the husband and wife may only take a combined total of 12

weeks of leave. If a husband and wife both work for the company and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employee Status and Benefits During Leave

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

Employee Status After Leave

An employee who takes leave under this policy may be asked to provide a fitness for duty (FFD) clearance from the health care provider.

Use of Paid and Unpaid Leave

All paid vacation, personal and sick leave runs concurrently with FMLA leave.

Disability leave for the birth of a child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA.

Intermittent Leave or a Reduced Work Schedule

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

Certification for the Employee's Serious Health Condition

The School will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for the Family Member's Serious Health Condition

The School will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification of Qualifying Exigency for Military Family Leave

The School will require certification of the qualifying exigency for military family leave. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Certification for Serious Injury or Illness of Covered Service Member for Military Family Leave

The School will require certification for the serious injury or illness of the covered service member. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

Recertification

The School may request recertification for the serious health condition of the employee or the employee's family member when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the School may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence.

Procedure for Requesting FMLA Leave

All employees requesting FMLA leave must provide Human Resources with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the HR manager will provide the employee with the DOL Notice of Eligibility and Rights. When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave.

Designation of FMLA Leave

Within five business days after the employee has submitted the appropriate certification form, the HR manager will provide the employee with a written response to the employee's request for FMLA leave.

Intent to Return to Work from FMLA Leave

The company may require an employee on FMLA leave to report periodically on the employee's status and intent to return to work.

WORKPLACE ACTIVITY

Teachers and staff members are discouraged from monitoring their children while on the job. However, it is understood that this may occasionally be necessary. Children remaining at the school during non-school hours must be kept under control and must be either with the parent or in a designated room. They may not wander the hallways or play in the gym. Employees who are on duty are expected to be focused on their job, not their children.

Similarly, all staff are discouraged from holding non-work related meetings, lessons, or other non-work related activities during their specified hours. Conducting lessons, visitations, or other activities may be permitted outside of the employees working hours, as long as they do not interfere with our operation and the employee has received permission, in advance, from the employee's supervisor.

WORKPLACE SAFETY

Commitment to a Safe Workplace. Safety and health is a primary concern to The Ambrose School.

Every employee must accept the responsibility to prevent injuries to themselves and fellow employees by prudently following the guidelines established in the safety guidelines. In doing so, employees will benefit themselves, their families, and The Ambrose School.

Employee's Obligation to Safety. In order for The Ambrose School to achieve its objective of providing a safe and healthy workplace, we need the assistance and cooperation of all employees.

Failure to observe the following safety, health and injury reporting requirements may result in disciplinary action up to and including termination. The following rules are not all-inclusive, but are representative of minimum safety conduct and standards expected of all employees.

Employees are expected to prevent injuries in the workplace by following these guidelines:

- Operate only equipment that you are fully qualified and authorized to use.
- Refrain from fighting, horseplay or distracting fellow workers.
- Observe all hazard and warning signs.
- Report any hazardous conditions and/or unsafe work practices to the employee's supervisor immediately.
- Keep aisles, walkways and working areas orderly, clean, and clear of tripping and slipping hazards. This includes picking up items that can create hazards, or contribute to injuries.
- Walk, not run, on school property, unless in the gymnasium or outside and engaged in fitness activities.
- Do not ride as a passenger on vehicles that are not provided with passenger restraints or seat belts.
- Keep emergency equipment in your work area (such as fire extinguishers, fire alarms, exit doors, and first aid kits), clear of obstacles and readily accessible.
- Know and observe emergency action procedures during emergencies.

Accident and Illness Reporting Obligation. The following steps are to be followed in the event employees are involved in a work-related incident or injury:

1. Immediately report in writing any incident or injury to your supervisor, the department supervisor, or the Human Resources Director.
2. Complete the accident reporting form. Copies of the reporting forms are available in the office of the Human Resources Director.
3. Participate in any investigation, as requested. Failure to participate and fully cooperate in an investigation of a workplace accident or illness may result in discipline.

If an employee requires professional medical attention as a result of an injury:

1. If urgent medical care is needed, obtain necessary medical attention immediately. .
2. Inform your supervisor or department supervisor of the injury immediately.

3. If an injury or illness, for which an employee has received medical attention, requires an employee to be absent from work, the employee must notify the manager and provide written work restriction information. By doing this, the Ambrose School can obtain information from the treating physician to determine the availability of work within medical restrictions, and anticipate the duration the employee will be away from their regular job.
4. Whenever employees visit their attending physician or a referred physician, they must provide their supervisor with updated written work restriction information.

SMOKE FREE WORKPLACE

Smoking in The Ambrose School is prohibited. This policy applies equally to all employees, students, parents, guests and members of the public.

NURSING MOTHERS

If an employee of The Ambrose School is nursing a baby during the first twelve (12) months after delivery, the employee should advise the employee's supervisor or Human Resources. The Ambrose School will designate private space for the employee to use for this purpose.

OBLIGATION TO REPORT CRIMINATION ACTIVITY

If an employee of The Ambrose School is arrested or charged with criminal conduct, of any nature and in any location, the employee must report the arrest or charge to the Headmaster or Human Resources within one business day.

PARENTAL DIVORCE AND CUSTODY CASES

The Ambrose School seeks to avoid entanglements in divorce and custody cases that sometimes arise within our community. Consequently, employees of the school will not concede to requests to voluntarily offer testimony of any kind. This includes, but is not limited to requests to appear in court, write letters, and speak to persons involved in the case. Should faculty or staff be subpoenaed or deposed against their will, the party requesting their presence will be responsible for all substitute costs, lost wages, and any other reasonable costs (parking, meals, etc.) associated with their absence from work.

THE AMBROSE SCHOOL
EMPLOYEE HANDBOOK
ACKNOWLEDGMENT OF RECEIPT

I have received my own copy of The Ambrose School's Employee Handbook dated December 2015. I agree to promptly read this Employee Handbook. If I have any questions after reading it, or at any time in the future, I agree to ask the Headmaster or Human Resources any questions I may have.

I understand that The Ambrose School and I are free to terminate the employment relationship at any time for any reason, with or without cause or notice. I also understand that this Employee Handbook may be modified or rescinded at any time.

Employee Name

Witness Name

Employee Signature

Witness Signature

Last Four Digits of SSN

The Ambrose School Position

Date

Date