

Employee Handbook

HR Policies

2024-2025



AMERICAN PREPARATORY
ACADEMY

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PAY AND HOURS

Work Hours

Your work is Monday through Friday from 8:00 a.m. to 4:30 p.m., unless otherwise scheduled by your supervisor. Various factors, such as workloads, operational efficiency, staffing needs and working schedules may require variations in your starting and quitting times. Lunch breaks are scheduled by your supervisor.

For purposes of overtime your work week is Monday through Sunday. *Punctual and consistent attendance is a condition of employment.*

Attendance

You are expected to be available and ready to work at the established starting time and are expected to remain at work and perform your work assignments during your shift. If you are unable to arrive on time or attend work for a scheduled shift, you are expected to call your supervisor as soon as possible. Failure to comply with this policy will result in disciplinary action up to and including termination of employment. Frequent absences or tardiness will not be tolerated and are subject to disciplinary action up to and including termination of employment.

School employees enjoy days off and vacations according to the school calendar throughout the school year. American Prep Employment Agreements outline the days on which staff need to report to work. If American Prep is to reach its goals and achieve its mission, it is critically important that our staff consistently attend school on all scheduled work days. Vacations and days off for appointments should be scheduled during school breaks. We believe that educators should attend school every day school is in session unless extenuating circumstances prohibit attendance.

Time-Keeping

If you are a non-exempt employee, your work hours are to be recorded by means of a time clock or time card. You are to report to work no earlier than five minutes before your work schedule begins and leave no later than five minutes after it ends. Clock out when you go for your scheduled meal period. Clock in when you return to work after your scheduled meal period. If using the online time clock system, a 30-minute lunch will automatically be deducted for you.

You are responsible for making sure your time is recorded accurately. If you find any errors, contact your supervisor immediately. Do not clock in until you are ready to report directly to your workstation. Do not mark or punch the time card of another employee or knowingly allow someone else to mark or punch your time card. You must record your own time. *Any incorrect or incomplete reporting may be subject to disciplinary action, up to and including termination.*

Overtime Pay and "Comp. Time"

Exempt employees are exempt from overtime pay and are not subject to this policy, including timekeeping requirements. Exempt employees are those that meet certain wage and job duty tests, as outlined in the Fair Labor Standards Act, enforced by the federal Department of Labor and state labor agencies (contact the APA HR Department to verify if an employee meets these tests).

Non-exempt employees will be paid time and one half for each hour worked over 40 hours per workweek in accordance with federal law, or as defined by state overtime regulations.

You may work overtime **only at the request and authorization of your supervisor**. Employees who work unauthorized overtime may be disciplined up to and including termination.

Employees shall record all time worked, including time worked over their normal schedule, on the time card at the time it actually occurs. Hours worked means time actually spent on the job. It does not include hours away from work due to vacation, sickness, or holiday even when these days are compensated. Sick leave, personal leave or any other time away from work is not considered in determining overtime. There is no "comp. time" for non-exempt employees.

Your Wage

Pay increases depend on job responsibilities, ability to get along with other workers, job performance, willingness to cooperate and accept supervision, attendance and other job-related factors.

Payroll Deductions

APA is required to make certain deductions from your earnings on your behalf. Amounts withheld vary according to how much you earn, your marital status, government employment regulations and other factors. These mandatory deductions are made until the maximum amount is reached. Mandated withholdings include Federal Income Tax, State Income Tax, FICA and Medicare.

Other deductions may be made from your paycheck with your permission, including premiums for health, dental, vision and life insurance premiums and contributions to your 401(k) Plan.

Payday

Your payday will be semi-monthly on the 5th and 20th of the month for APS employees; and on the 7th and 22nd for APA employees. American Preparatory Academy does not provide any payroll advances or extend credit to employees.

In case of an error in your paycheck, contact your supervisor immediately to review the possible error. Except in emergencies, adjustments will appear in the next issued paycheck.

If you lose your paycheck, *notify APA IMMEDIATELY. APA will replace the check only after bank authorization.* You will be charged any stop payment fee assessed by the bank.

Paid Leave

Personal Leave

School employees enjoy days off and vacations according to the school calendar throughout the school year. American Prep Employment Agreements outline the days on which staff need to report to work. If American Prep is to reach its goals and achieve its mission, it is critically important that our staff consistently attend school on all scheduled work days. Vacations and days off for appointments should be scheduled during school breaks. We believe that educators should attend school every day school is in session unless extenuating circumstances prohibit attendance.

Paid leave may be taken for appointments and other personal reasons. For appointments or other personal leave, requests should be made two weeks in advance.

Full-time employees shall receive the number of days specified on their Employment Agreement for sick or personal leave after the successful completion of the introductory period and at the beginning of each school year, on August 16th. Personal leave will be pro-rated in the first year of employment for new employees that are not hired at the beginning of the school year. Personal leave may not be used until after the completion of the introductory period without administrative approval. Personal leave is not a carry-forward item from school year to school year. Personal leave is not paid upon termination.

For employees who work during the summer with reduced summer hours, 6 hours will be deducted from the paid time off instead of the full 8 hours.

Leave taken in connection with holiday time off, meaning the day(s) just before or just after a school holiday, may nullify the option of using employee-paid time off.

If a contracted teacher is ill or must be absent on a student attendance day, it will not impact their contracted pay for days 1-5. Absences in excess of five days will be deducted from the staff member's pay. An administrative conference may be held with the employee to discuss work attendance if a staff member exceeds the allowable 5-day limit. Excessive absenteeism or failure to properly notify school administration in advance of an absence is considered cause for dismissal from American Prep.

To request leave, staff members should fill out a Staff Leave Request form via. The School Administrator will most likely deny requests made for days off unless they are due to circumstances beyond the employee's control, such as funerals, non-elective surgery, sickness, etc. However, we understand that employees may still choose to request a day off and the form still needs to be filled out if the employee plans to miss work so that suitable arrangements for a substitute may be made.

There will be NO approved scheduled absences during summative assessment weeks, Teacher's Institute, as well as Pre-Service and Post-Service.

Sick Leave

Personal and sick leave time available is determined by what is listed on your annual Employment Agreement. American Prep full-time teachers are allowed 5 total paid days leave per year, part-time staff members that work more than 30 hours per week are allowed 2 total paid days per year, regardless of the reason for the absence, be it sick leave or personal leave. In the case of illness, staff members should call the following numbers as soon as they recognize they will not be attending school, (preferably the night before) and at least by 6:15 a.m. of the day of absence to report their absence. To protect the dignity and respect of APA staff, it is not necessary that you give details regarding your illness. You may simply leave a message stating the date and that you are ill and will not be attending school. We will assume you will be absent the entire day unless you leave more detailed information (such as – "I'm going to the doctor's at 9:00 and I may be in by noon – I'll call in later").

Salt Lake County Staff: Contact Cathie Adamson – 801-674-7455

Utah County Staff: Jessica Barton -- 801-205-4734

For staff members who are able to stay well and who do not use their Sick Days, and who are still employed the following December, there will be an attendance bonus paid at the rate of \$100 per full day of the unused Sick Days.

Other Leave Types

Jury and Witness Duty

If you are required to appear for jury duty or are subpoenaed to appear in court as a witness you may take up to five days of time off provided you arrange this with your supervisor in advance. You may use your accrued paid personal leave to serve as a juror and witness. If your jury and witness duty exceeds five days, you will be granted unpaid leave.

Bereavement Leave

After successfully completing the 30-day introductory period, an employee may receive a maximum of three days bereavement leave, per occurrence with pay, at management's discretion, following the death of a member of the employee's immediate family.

The immediate family means relatives of the employee or spouse including in-laws, step-relatives, or equivalent relationship as follows:

- (a) Spouse
- (b) Parents
- (c) Siblings
- (d) Children
- (e) All levels of grandparents; or
- (f) All levels of grandchildren

For items a, b, and d listed above, an employee may receive a maximum of five days bereavement leave, per occurrence with pay, at management's discretion.

Employees may receive 1 day of unpaid time off for funeral/memorial attendance for family members that do not fall under regularly paid bereavement benefits. Does not affect regular PTO.

Unpaid Leave

Holidays: The school is closed on holidays, as defined by the school calendar.

Voting Time: You are encouraged to vote in local, state and federal elections. If you are scheduled to work an eight-hour shift, you are expected to vote before or after your shift. When hardships make this impractical you may be granted time off, without pay, with prior approval from your supervisor. If you are scheduled to work a shift of more than eight hours, and the polls are not open for at least three of your non-working hours, then you will be granted leave of up to two hours with pay.

Military and The National Guard: As a member of the United States Military Reserve or National Guard, you may be required to take time off to meet annual minimum active training requirements. Time taken for these purposes will be in the form of unpaid leave. When returning

from military leave, you will be returned to your former position or one of like status in pay, in accordance with the law.

Medical Appointments for Part-time Employees: Part-time employees should schedule medical and dental appointments around your assigned work schedule. If this is impossible, talk to your supervisor to make special arrangements. You will not be paid for these absences.

Leave of Absence: American Preparatory Academy realizes that leaves of absence due to maternity, prolonged illness, accidents, or other compelling reasons are sometimes necessary. Although leaves of absence are uncommon, a leave of absence from work should be properly arranged through your supervisor.

The granting of a leave of absence, especially an extended one, does not guarantee that there will be a position available to you after the end of your leave (unless the leave was granted under the guidelines of the Family and Medical Leave policy). Factors used to determine whether leaves are granted include: purpose of the leave, duration of the leave requested, seniority, work performance and effect on company workflow.

It is your responsibility to report to work at the end of an approved leave. Failure to do so is considered a voluntary resignation of employment.

Unpaid Time-Off

All salaried employees who have exhausted their awarded paid time off and are absent from work will incur unpaid time off, based on APA, local, and federal policy, laws, and regulations. This unpaid time off will be calculated based on the annualized hourly rate of the employee's current year salary.

For employees with annualized salaries, any remaining unpaid time off will be distributed across the final four payments of the employees' contract.

In the event of termination, any unpaid time off owed will be deducted from the employee's final payment from APA.

Family and Medical Leave

The purpose of the federal Family and Medical Leave Act is to enable employees to take unpaid, job-protected leave for specified family and medical reasons. The following outlines only federal regulations. Some states may have additional family and medical leave programs. Contact APA's HR Department for details regarding specific state programs.

General Eligibility

Eligible employees are entitled to take up to twelve weeks of family medical leave during a twelve-month period. The twelve-month period runs from the first day that the eligible employee takes leave under this policy. To be eligible for leave under the law, you must have worked for American Preparatory Academy for at least one year; you must have worked for at least 1,250 hours during the prior twelve months; and you must be taking the leave as a result of:

1. **The birth of a child.** Leave to care for a new child must be taken within one year of the birth.

2. **The adoption of a child or placement of a foster child.** Leave to care for a new child must be taken within one year of the placement for adoption or foster care.
3. **To care for a spouse, child or parent with a “serious health condition.”** A “serious health condition” is an illness, injury, impairment or physical or mental condition that involves inpatient care in a hospital, hospice or residential medical care facility or continuing treatment by a health care provider which includes any period of incapacity due to:
 - A health condition (including treatment for or recovery from) lasting more than three consecutive days and any subsequent treatment or period of incapacity relating to the same condition that include two visits to a health care provider within thirty days of the incapacity; or
 - Pregnancy or prenatal care (a visit to a health care provider is not necessary for each absence); or
 - A chronic serious health condition that continues over an extended period of time, requires periodic visits to a health care provider (at least two times per year) and may involve occasional episodes of incapacity (i.e., asthma or diabetes); or
 - A permanent or long-term condition for which treatment may not be effective (i.e. a severe stroke or terminal cancer); only supervision by a health care provider is required, rather than active treatment; or
 - Any absences to receive multiple treatments for restorative surgery or for a condition which would likely result in a period of incapacity of more than three days if not treated (i.e. chemotherapy or radiation treatments for cancer).
4. When you are unable to perform essential functions of your job because of a “serious health condition” (see the definition of a “serious health condition” in section 3).
5. Any qualifying exigency arising out of the fact that a spouse, son, daughter or parent is on active duty, or has been notified of an impending call to active-duty status for the National Guard, Reserves and regular military units.

“Exigency” is defined as short-term deployment, military events and related activities, childcare and school activities, financial and legal arrangements, counseling, rest and recuperation, post-deployment activities, and additional activities where the employer and the employee agree to the leave.

“Active duty” covers a broad array of military assignments during a war or national emergency.
6. Additionally, eligible employees (as defined above) are entitled to take up to twenty-six weeks of family medical leave during a twelve-month period for “military caregiver leave” if you are the spouse, son, daughter, parent, or next of kin of a member or veteran of the Armed Forces, including a member of the National Guard, Reserves or regular military unit, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness sustained in the line of duty on active duty. Coverage extends to those veterans who were members of the Armed Forces at any time during the five years preceding the date of treatment, recuperation or therapy.

The single twelve-month period for purposes of military caregiver leave commences on the date an employee first takes leave to care for a covered service member with a serious injury or illness. This in no way limits the availability of FMLA leave during any other twelve-month period. During the single twelve-month period, an eligible employee shall

be entitled to a combined total of twenty-six workweeks of leave for military caregiver leave combined with other qualifying FMLA reason(s).

“Next of kin” is the nearest blood relative of the serviceperson.

“Serious illness or injury” with respect to a serviceperson is an injury or illness sustained in the line of duty that may render the individual medically unfit for to perform the duties the member’s office, grade, rank or rating. This includes an illness or injury that existed before active duty but which was aggravated by active-duty service and, for veterans, it includes an injury or illness that manifests itself before or after the individual became a veteran.

General Provisions

Employees must use accrued vacation, sick leave or other paid leave available to them during the medical leave.

Employees who take leave under these provisions are entitled to return to the same position or a position with equivalent benefits and pay within 20 miles of their original workplace.

Your Work-site Employer will continue to pay its share of your insurance benefits during family medical leave. Arrangements will be made for payment of your portion of benefit premiums. Failure to make any required payment for employee or dependent coverage within 30 days of its due date will result in benefit discontinuance. If you have questions about how to pay your premium while you are on unpaid leave contact the Benefits Department at APA.

Family Medical Leave may be taken on a reduced or intermittent schedule if medically necessary or needed for exigency. Details of the proposed reduced or intermittent schedule should be defined on the appropriate certification form.

A husband and wife working for the same employer are jointly entitled to 26 weeks of leave when using FMLA for the military caregiver leave or a combination of military caregiver leave and another qualified FMLA reason. A husband and wife working for the same employer are jointly entitled to 12 weeks of leave when using FMLA in other cases (non-military caregiver leave).

Requests for Family and Medical Leave: In situations where the need for leave is known, employees must give thirty days written notice to take family and medical leave. Please notify APA’s HR Department if you foresee a need for this leave. If the situation requires that leave begin in less than thirty days, you should provide such notice as soon as is practical.

If the need for leave is foreseeable based on planned medical treatment or exigency, you should make a reasonable effort to schedule treatment so as not to unduly disrupt the operations of your Work-site Employer and, at least thirty days before the leave is to begin, give notice that you intend to take leave.

American Preparatory Academy may require medical certification to support a request for leave because of a serious health condition, and may require second or third opinions and a fitness for duty report to return to work.

Return from Leave

When returning to work from a leave of absence of 30 calendar days or more you must confirm your date of return with your manager or supervisor at least two weeks prior to your return.

This is requested in order to facilitate placement. Upon return from FMLA, you will be restored to your original job or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. Your use of FMLA cannot result in the loss of any benefit that you earned or were entitled to before using the FMLA, nor be counted against you under a “no-fault” attendance policy.

If you fail to return to work after an approved leave, American Preparatory Academy will assume that you resigned effective the date the leave period ended. If you wish to receive an extension of a leave of absence, you must send a written request explaining the reasons to your manager prior to the expiration date of the original leave. Approval will be based on the merits of each individual situation.

HR Policies

Equal Employment Opportunity (EEO)

American Preparatory Academy believes that all persons are entitled to equal employment opportunities and do not discriminate against their employees or applicants for employment because of race, color, religion, national origin, age, sex, veteran status, pregnancy, childbirth, pregnancy-related conditions, disability or on any other legally protected basis. For those locales with special regulations or ordinances (e.g., Salt Lake City), also prohibited is discrimination based on an employee’s or applicant’s sexual orientation or gender identity. This policy covers every aspect of the employment process. Decisions on employment and promotion are based solely upon an individual's qualifications, with reference to the skills and abilities needed in the position for which the individual is being considered.

All employees in the organization have the responsibility to follow and carry out the policy according to the spirit and intent of American Preparatory Academy’s equal employment commitment. American Preparatory Academy provides and supports a dispute resolution procedure for receiving and resolving complaints alleging discriminatory practices in employment relations. Employees are expected to bring any questions, issues or complaints to the attention of APA and the management of American Preparatory Academy. If you believe you witness or suspect any violation of this policy, you should report the matter immediately to APA and any member of management of American Preparatory Academy. American Preparatory Academy will not retaliate against you for filing a complaint or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, or co-workers.

Immigration and Employment Eligibility

In compliance with the Immigration Reform and Control Act of 1986, American Preparatory Academy will hire only those individuals who are authorized to work in the United States. All individuals, upon enrolling with APA, will be required to submit documentary proof of their identity and employment authorization within three business days of hire. Employees will also be required to complete and sign under oath the U.S. Citizenship and Immigration Services Form I-9. The Form I-9 requires each employee to attest that they are authorized to work in the U.S. and that the documents they submit are genuine. APA will not process an employee for payroll until the required identification has been verified and the Form I-9 is properly completed.

Americans with Disabilities Act (ADA)

The Americans with Disabilities Act (ADA) prohibits discrimination in employment based on disability and requires most employers to extend equal opportunities in all aspects of the employment process, including hiring, advancement, compensation and training, to individuals with disabilities. It also requires employers to provide reasonable accommodations for persons with disabilities who are otherwise qualified for the job. Individuals who can perform the "essential functions" of a job, with or without reasonable accommodation, are considered qualified for the job. If you need additional information about the ADA, please call APA.

Anti-Discrimination Statement

American Preparatory Academy retains discretion in its enforcement of this policy. Decisions made under this policy will be made based on operational and business reasons and without regard to sex, race, color, religion, creed, age, national origin, citizenship, physical or mental disability, military service or application, or any other protected characteristic under federal, state or local law.

Employees in violation of this policy may be subject to termination of employment.

Employment Categories

Exempt vs. Non-Exempt Employees

All employees are classified as exempt or non-exempt as defined by the Federal Fair Labor Standards Act. Non-exempt employees will receive overtime pay of 1½ times their regular hourly rate for work in excess of 40 hours in a workweek. Employees classified as exempt do not receive overtime pay. Your job description will contain your classification.

All licensed employees, including teachers, leadership, or specialized employees such as managers, BCBAs, etc., are exempt employees. This is a federal designation that carves out exempt status for school teachers and leaders. "Exempt" means you are exempt from being paid overtime for the extra hours you work. This is done in all schools that we are aware of - public schools, private schools, charter schools - because teachers and other school employees often must work many hours outside of their student contact hours to fulfill responsibilities that allow them to be successful at their jobs. The amount of hours needed varies from employee to employee, depending on their experience, skills, etc. This year, we added language to your LOU that clarified this - "additional hours as needed to fulfill job duties may be required."

All employees will also fall under at least one of the following employment categories:

1. Regular Full-Time Employees work at least 38 hours per workweek and have successfully completed the introductory period.
2. Regular Part-Time Employees work less than 38 hours per workweek and have successfully completed the introductory period.
3. On-Call Employees work on an abnormal or sporadic schedule. These employees do not receive paid leaves or group insurance.
4. Temporary Employees work full or part-time for a specific period of time, project or assignment. Employees hired for a specific project or period of time will not experience a change in status simply because they remain in employment for a longer

period of time than initially indicated. Employees will change from temporary to regular status only if advised of such in writing by the Work-site Employer.

5. Per Diem Employees work for a rate of pay tied to measurable production. These employees are not entitled to any benefits. Employees who transfer from Per Diem to regular employee status will not receive credit for their service in the capacity of Per Diem employees.

6. Transferred Employees are those who transfer from one of APA's Client Companies to another Client Company. These employees are considered new employees for purposes of seniority and paid leave balances and eligibility. Their paid leave account balances do not transfer. Their health and other insurances continue in force but with possible changes in the premium contribution by the new Client Company.

7. Reinstated Employees are those that return to employment with American Preparatory Academy within 60 days of the end of the month in which they terminated. Seniority and eligibility for personal leave relate back to the reinstated employee's original hire date. Eligibility for medical and other benefits of reinstated employees is determined in accordance with the governing provisions of the applicable medical or other benefit plan.

8. Rehired Employees are those rehired after 60 days of their termination date and must complete all required new hire paperwork. Seniority, eligibility for personal leave, and eligibility for benefits begin on the employee's new hire date.

When an employee changes status, APA must be notified as soon as possible. If an employee's status changes to full-time, the employee may be eligible for benefits and must contact APA for a full-time orientation. If an employee's status changes from full-time to another category, the employee will no longer be eligible for benefits.

Remember that all employment, regardless of the category, is "at-will." "At-will" employment means that employment exists at the mutual consent of the employee and American Preparatory Academy and that either the employee or American Preparatory Academy may terminate the employment relationship at any time, with or without cause.

"At-Will" Employment Statement

American Preparatory Academy, like most employers in the United States, is an "At-Will" employer. This simply means that either the employee or employer may terminate the employment relationship at any time, with or without cause.

This handbook is not a contract and all employment with American Preparatory Academy is "At-Will" unless there is a written contract signed by the president or ownership of the respective company specifying other terms of employment. Such an agreement is only binding on the company entering into the agreement. Implied contracts of any kind between American Preparatory Academy and the employee do not exist.

Confidential Information

Information at APA may be privileged or confidential information, such as student information and family information which is protected under the Family Educational Rights and Privacy Act.

Such information is to be maintained with strict confidentiality. This may also be true for the company's proprietary information (such as payroll information, programs, inventions or developments and/or trade secrets, forms, systems, databases) within the company. You must exercise good judgment when talking to non-employees so that confidential information is not compromised.

Employees who have access to sensitive records are only permitted to discuss this information within the course and scope of their duties and not with unauthorized individuals. Violation of this policy may result in discipline, up to and including termination.

Personnel Information and Privacy Policy

Privacy Policy: In collecting, maintaining and disclosing personnel information, APA makes every effort to protect employees' privacy rights and interests and prevent inappropriate or unnecessary disclosures of information from any employee's file. While complying with its governmental reporting and record-keeping requirements, APA strives to ensure that it handles all personal and job-related information about employees in a secure, confidential and appropriate fashion.

Accuracy of Information: You should ensure that your records are always kept current and are responsible to promptly report changes in name, address, phone number, marital status, number of dependents, beneficiary designations and emergency contacts to APA. You can check most of this information by reviewing your paycheck stub. You should notify your supervisor and APA of personal changes that are important for your paycheck and insurance programs, such as changes in address and marital status.

Employees' Access Rights: You can review the information contained in your own personnel file, although American Preparatory Academy reserves the right to remove certain sensitive documents, such as letters of reference, management planning documents and succession or promotion plans. This right is limited to one time per year. The restrictions will be consistent with applicable state laws governing employee access to personnel files. If you are interested in reviewing the contents of your personnel files contact the APA Human Resource Department and provide at least three days' notice of your desire to schedule a mutually convenient time for an appointment.

Reduction in Force

An economic slowdown or financial reversal may make it necessary to reduce your working hours or terminate your employment. American Preparatory Academy will follow a policy of staff reduction or reduction of hours based on the employee's service record and performance evaluations. If an alternative policy is used, those affected will be notified.

Resignation or Job Abandonment

If you find it necessary to resign, you are requested to give advance written notice to your supervisor indicating the last day you will be working. A two-week notice is appreciated. Your final paycheck will be processed with the next regular payroll, unless otherwise required by state law. The check will be mailed to the most recent address on file or held for pick-up at the APA office closest to you.

It is your responsibility to contact your supervisor if you are unable to report to your assigned shift. American Preparatory Academy will assume that you have abandoned your job if you fail to show up for your assigned shift for three days in a row. If you abandon your job, you may not be eligible for unemployment benefits.

Equipment, Tools or Uniforms on Loan

You are responsible for the safekeeping of equipment, tools or uniforms furnished to you. If you are issued uniforms, tools or equipment, you will be required to acknowledge receipt of those items in writing. A deposit may be required. When your employment terminates, either voluntarily or involuntarily, you must return uniforms, tools or equipment that were loaned to you before you can pick up your final paycheck. The security deposit, when maintained with APA, will be returned to you in your final paycheck. If items are not returned prior to the time you receive your final paycheck, the amount due the company may be deducted from that check.

You are responsible for equipment used in performing your work. Any damage or failure of this equipment is to be reported to your supervisor immediately. Equipment or supplies are not to be removed from your work premises without proper authorization. American Preparatory Academy is not responsible for loss or damage to your personal property. Valuable personal items such as purses and all other valuables should not be left in areas where theft might occur.

Please note that damage to company equipment, including any vehicles, that arises outside the normal course of employment and which is determined to be over and above the wear and tear reasonably expected in the normal course of employment, may become the responsibility of the employee. The damaged amount, not to exceed the insurance deductible, if such deductible applies, may be deducted from the employee's pay check or may be paid by the employee directly with a cashier's check to the company within ten days of such occurrence.

Health, Safety, Injuries, and Return to Work

APA and American Preparatory Academy are committed to providing a safe and healthy workplace for employees. All employees are required to follow all safety policies and guidelines. Preventing injuries and illnesses is our primary objective and the ultimate responsibility for safety lies with each employee.

Safety Rules

We need each employee's help in promoting safety and the prevention of accidents by observing the following rules:

- Learn your job and how to be safe in the work place.
- Learn the location of fire alarm boxes, extinguishers and your duties in case of fire.
- Promptly report all unsafe or potentially hazardous conditions to your supervisor.
- Do not operate electrical equipment with wet hands.
- Use proper ergonomics, including lifting procedures and get help when needed.
- Wear personal protective equipment when necessary.

- Handle hazardous chemicals with care.

Injuries and Return to Work

If an employee is injured, the return-to-work process will be used to provide the employee assistance. The employee injured on the job will receive immediate, appropriate medical attention and every effort will be made to create opportunities for the employee to return to safe, productive work as soon as medically possible.

The return-to-work program is successful when employees, supervisors, and managers support and participate in the program by observing the following procedures:

- a. An employee who is injured must immediately report the injury or incident to a supervisor or manager.
- b. If medical attention is needed, the injured employee needs to go to the doctor or medical provider. Whenever possible, the supervisor will go with the employee seeking medical treatment and provide the medical facility with the injured employee's job description and essential job elements. The supervisor should also notify the medical provider that a return-to-work program is available for the injured employee.
- c. The injured employee will complete an APA Employee Injury Report and fax it, along with the Physicians First Report of Work Injury, to the Human Resource Director at APA.
- d. If an employee is restricted from work, APA's Human Resource Director and the employee's supervisor will stay in contact with the injured employee and follow up on the employee's restricted status.
- e. When the treating doctor releases the employee to alternative productive work, all attempts will be made to create an alternative assignment that meets the doctor's restrictions. Every effort will be made to develop alternative productive work.
- f. It is the employee's responsibility to accept transitional duty that complies with the doctor's restrictions.
- g. APA's Human Resource Director and the injured employee's supervisor will follow up with the employee on a regular basis after the employee returns to work.

Our ultimate goal is the safety of our employees and the prevention of accidents. However, if an employee is injured, we will work to return him or her to the original job as soon as possible. If an injured employee is unable to perform all the tasks of the original job, every effort will be made to provide transitional alternative productive work that meets the injured employee's capabilities.

Liability Insurance

In accordance with Utah state law, American Preparatory Academy purchases insurance. Insurance coverage includes, but is not limited to:

- Workers Compensation insurance to cover you for injuries resulting from the performance of your job duties. Employees are required to report all work-related injuries to their supervisor and the HR Director within 24 hours of the injury.

- General Liability insurance to cover bodily injury and property damage to third parties.
- Professional Liability coverage covering claims against the school and staff for allegations of failure to provide professional services.

To secure coverage:

- You must immediately notify the school administration of any claim or lawsuit.
- You must immediately provide all legal documents served on you.
- You must cooperate with the school and the insurance carrier in the investigation and defense.

What is not covered:

- Fraud
- Impairment due to drugs or alcohol
- False testimony under oath
- Criminal behavior and punitive damages are uninsurable in the state of Utah.
- Coverage is provided for acts or omissions occurring:
 - During the performance of your duties.
 - Within the course and scope of your employment;
 - Or Under the Color of Authority

Employee Health Alerts

For your safety, if you are taking prescription medication or have a medical condition that may affect your ability to perform the tasks required in your job description, or that may require first aid, please notify your supervisor. Examples of medical conditions that may require first aid could include but are not limited to:

- Asthma
- Allergies (severe – bee/wasp, food, etc.)
- Diabetes
- Taking blood thinners

If your medical condition is treated by prescription aids, such as epinephrine for bee stings, please tell your supervisor where you normally keep your aids in case assistance is needed.

Drug Free Workplace Policy & Testing Program

American Preparatory Academy's Drug-Free Workplace Policy & Testing Program began September 1, 2003. This policy applies to all employees. If you have questions about the policy statement or the testing program, please contact the APA Human Resource Department.

The problem of drug and alcohol abuse has received recent attention because of its magnitude and its potential for harm to individuals and our society. We strongly believe that our working environment must be free of illegal drugs, alcohol, and the threat of theft for reasons of safety, health, quality service, and productivity.

The cooperation of all employees is required in order for our illegal drug and alcohol policy to be successful. American Preparatory Academy requires that all employees follow these rules:

- Employees are prohibited to illegally use, manufacture, possess, distribute or sell drugs in the workplace.
- Possession or storage of alcohol or illegal drugs in company vehicles or on school premises (including parking lots, and entry roads) is strictly prohibited. An employee will be considered in possession of illegal drugs or alcohol if illegal drugs or alcohol are discovered on the employee’s person, in the employee’s locker, desk, office, toolbox, personal workplace equipment, lunch box, personal vehicle while on school property, or company vehicle or equipment which is in their custody.
- Employees are prohibited from being at work or operating company-provided vehicles or equipment under the influence of drugs or alcohol.
- Violation of this policy may subject an employee to termination.

Definitions

Alcohol	Includes Ethyl Alcohol or Ethanol. Alcohol is not limited to popularly recognized alcoholic beverages such as beer, wine, or liquor.
Illegal Drugs	A controlled substance included in schedule II, as defined by section 802 (6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of the title. The term “illegal drugs” does not mean the use of a controlled substance pursuant to a valid prescription or other use authorized by law.
Employee	Any person in the service of APA for compensation of any kind.
Verified Positive Result	Any result above confirmation levels for drugs or alcohol.
Drug Test	Drug Test” means analysis of urine, blood, and/or breath sample for the presence of “illegal drugs”.

The screening and confirmation cutoff levels are listed below:

Screening Thresholds

<u>Drugs</u>	<u>Cutoff</u>
1. Marijuana	50ng/ml
2. Cocaine	300ng/ml
3. Opiates	300ng/ml
4. Amphetamines	1000ng/ml
5. Phencyclidine	25ng/ml

Confirmation Thresholds

<u>Drugs/Metabolite</u>	<u>Cutoff</u>
1. Marijuana Metabolite	15ng/ml
2. Cocaine Metabolite	150ng/ml
3. Opiates:	

Codeine	300ng/ml
Morphine	300ng/ml
4. Amphetamines:	
Amphetamine	500ng/ml
Methamphetamine	500ng/ml
5. Phencyclidine	25ng/ml
6. Urine alcohol level	.05%

Standards

American Preparatory Academy has established standards in the following areas.

Tests

1. Reasonable Cause - APA may require testing of any employee during their employment period when there is a reasonable cause (see “Reasonable Cause” below) or other overt reason to believe that the employee is under the influence of drugs or alcohol.
2. Random Testing - APA reserves the right to implement a random testing procedure at any time.
3. Post-Accident – Any accident that occurs on company time or while operating any equipment owned by APA may require that the injured employee submit to a “post-accident” drug test.

Reasonable Cause

Reasonable cause for testing employees includes, but is not limited to, any accident involving an employee who was driving a company-provided vehicle or operating company-provided equipment; any appearance and/or behavior indicating the influence of drugs or alcohol; or anytime employees are injured or violate a safety rule that could lead to significant injury to themselves or others.

If an employee is sent to be tested for drugs or alcohol for “reasonable cause” the employee will be placed on administrative leave until American Preparatory Academy receives the test results. If the results come back negative, the employee will be paid for the time off and be allowed to return to work immediately. If the results come back positive, the employee will not be compensated for the time off and he/she may be subject to termination. In either case, the employee is not to return to American Prep until the Human Resources Director notifies them.

Refusal to take a drug or alcohol test under the conditions of this policy is sufficient grounds for termination.

Inspection Policy

When there is credible reason to believe that an employee is in possession of a controlled substance or alcohol (i.e., first hand or eye witness reports of the violation), American Preparatory Academy reserves the right to request an inspection of any item(s) the employee has brought onto APA premises, including employee vehicles parked on school premises. American

Preparatory Academy also reserves the right to search any company-owned property at any time.

Any employee who refuses to comply with the request for inspection of their personal property or vehicle may be subject to termination.

Notice

1. Each employee will receive a copy of American Preparatory Academy's drug testing policy and procedure prior to the date of implementation or at the time they are hired, whichever occurs first.
2. Each employee must sign an acknowledgement that they have received a copy of American Preparatory Academy's drug and alcohol policy and testing program and agree to comply with the provisions of the policy.
3. A copy of American Preparatory Academy's drug and alcohol policy and testing program will be made available to all prospective employees for their review at the time of application if so requested. Each prospective employee will be informed of the policy and their right to review the policy.

Prescription Drugs

Employees are solely responsible and expected to inform their supervisor of any prescription drugs they are taking which may alter their ability to perform their jobs. Supervisors have the responsibility to deny an employee access to company-provided vehicles and equipment if the effects of prescription drugs will render the employee unsafe in the operation of the vehicle or equipment.

For your safety, if you are taking prescription medication or have a medical condition that may affect your ability to perform the tasks required in your job description or that may require first aid, please notify your supervisor. Examples of medical conditions that may require first aid could include but are not limited to:

- Asthma
- Allergies (severe – bee/wasp, food, etc.)
- Diabetes
- Taking blood thinners
- Chronic or Acute Pain

If your medical condition is treated by prescription aids, such as epinephrine for bee stings, please tell your supervisor where you normally keep your aids in case assistance is needed. Possession or use of prescription medications that are not in the employee's name may subject the employee to discipline.

Counseling

American Preparatory Academy encourages voluntary participation in appropriate counseling and treatment for drug and alcohol-related problems. However, participation will not prevent or lessen the extent of disciplinary action for violation of this and associated policies.

Employee Assistance Plan

The APA Employee Assistance Program provides short-term, confidential counseling for you and anyone living in your household regardless of whether you and/or they are covered under your health insurance plan at no out-of-pocket expense to you.

For information on APA health insurance coverage of counseling and treatment, please see your company-provided benefits documents or contact the Human Resources department.

Confidentiality

APA recognizes the importance of confidentiality of testing information. It will take all reasonable steps to assure the confidentiality of information obtained by APA as a result of this policy. No information will be released to anyone without the employee or applicant's signed authorization, except when necessary to implement the provisions of this and related policies or to comply with legal requirements.

Reporting of Arrests

A licensed or non-licensed educator who is arrested, cited, or charged with an alcohol or drug offense must report the arrest, citation, or charge within 48 hours or as soon as possible to the licensed educator's supervisor and Executive Director. The Executive Director or designee shall report conviction, arrest, or offense information received from a licensed educator to the State Superintendent within 48 hours of receipt of information from the educator.

For more information, see [Policy C-10.2.1 Personal Reporting of Arrests](#).

Hazardous Chemicals

You must comply with all occupational safety and health standards and regulations established by The Occupational Safety and Health Act of 1970 and regulations which have been added to this act in recent years by both state and federal governments. If you believe that you are being exposed to a known or suspected hazard when working with toxic chemicals or substances, you have a right to know about such hazards through Material Safety Data Sheets (MSDS). Ask your supervisor for the location of the MSDS and to review one or two with you. If your supervisor does not have this information available you should contact APA immediately.

New employees who work with or who have contact with hazardous chemicals or substances are to consult with their supervisors in the proper handling of such chemicals in the workplace during orientation and new employee training.

Employee Ethics

Harassment

American Preparatory Academy will not tolerate conduct by any employee that harasses, disrupts or interferes with another's work performance or which creates an intimidating, offensive or hostile environment. We want to maintain a working environment free from all forms of harassment, whether based upon race, color, religion, ancestry, national origin, age, marital or veteran status, physical or mental disabilities, on-the-job injuries, sex or any other legally protected characteristic or status, including sexual orientation and gender identity in locales where protected by law. All such harassment is expressly prohibited.

Behavior such as telling ethnic jokes, making religious slurs, using offensive "slang" or other derogatory terms denoting a person's race, age, national origin, disability, or mimicking one's speech, accent or disability, are examples of prohibited conduct and will not be tolerated in our organization. Retaliating or harassing individuals by making derogatory comments regarding protected statuses or characteristics and any other words or conduct that might create a hostile or offensive working atmosphere are also prohibited.

While all forms of harassment are prohibited, because of its more common occurrence, it is our policy to emphasize the prohibition of sexual harassment. Actions are considered to be sexual harassment under the following conditions:

- If submission to the conduct is in any way deemed to be a term or condition of employment;
- If submission to, or rejection of, the conduct is used as the basis for any employment-related decisions;
- If the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Behavior such as sexual or sexist language, jokes or innuendo; nude, profane, or obscene cartoons, drawings, photographs, e-mail messages or text messages; whistling, staring, inappropriate touching is strictly prohibited and will not be tolerated by American Preparatory Academy.

Each manager/supervisor has a responsibility to maintain the workplace free of any form of sexual harassment. No manager/supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Sexual harassing conduct in the workplace, whether committed by managers/supervisors, non-managerial employees or outside individuals (vendors, customers, etc.) is also prohibited.

This policy covers conduct in the workplace, at social functions sponsored by the organization (such as holiday dinners, picnics, sporting events, etc.) and business functions (such as conventions, trade shows, etc.).

American Preparatory Academy provide and support a dispute resolution procedure for receiving and resolving complaints alleging discriminatory and harassing practices in employment relations. As an employee of American Preparatory Academy, you have the responsibility to immediately report any actions or words by a supervisor, co-worker, vendor or other individual, that you believe to be unwelcome harassment. You should report the incident to your manager/supervisor, or any other manager, or to the next level of management, if the complaint involves your direct supervisor or manager. In addition, the HR Department at APA should always be notified. If you feel that you cannot discuss the matter with the management of American Preparatory Academy, please contact APA so that an investigation may take place. The organization will not retaliate against you for filing a complaint in good faith or cooperating in an investigation and will not tolerate or permit retaliation by management, employees, co-workers or non-employees such as clients, vendors and contractors.

All complaints of harassment will be investigated promptly and in an impartial manner. Discretion will be used during the investigation in order to maintain as much confidentiality as is possible while still being able to effectively complete the investigation. If you are not satisfied with the handling of a complaint or the action taken by management or APA, then you should bring the complaint to the next higher level of authority. In all cases, you will be advised of the findings and conclusion. Retaliation: Any staff member who reports an incident of harassment shall not be penalized for reporting the behavior. American Prep will not tolerate retaliation from those involved in the abuse, and any such incidents will be reported to the appropriate school director.

Any employee or member of management, who is found, after appropriate investigation, to have engaged in harassment of another employee or to have retaliated against an employee for reporting harassment, will be subject to appropriate corrective action, depending on the circumstances, up to and including termination.

Consensual Relationships

Employee Relationships

In order to minimize the risk of conflicts of interest and promote fairness, American Preparatory Academy maintains the following policy with respect to romance in the workplace:

- Romantic or dating relationships between employees are permitted, but only under the circumstances described by this policy. Married couples do not apply to this policy and will comply with American Preparatory Academy's Nepotism policy, C-10.1.1.
- All employees engaged in a romantic or dating relationship are required to notify their direct supervisor and Human Resources.
- Individuals involved in a relationship covered by this policy will be asked to sign a document acknowledging that their relationship is free from coercion and harassment.

Professionalism

Employees are expected to conduct themselves in a professional manner at all times. Workplace dating or romantic relationships must not interfere with any employee's professionalism, including treating others with respect and refraining from behavior that may make others feel uncomfortable (for example, overt physical displays of affection, or using intimate or sexual language).

Employees who engage in a personal sexual or romantic relationship with a co-worker at American Preparatory Academy, at their campus, or on any other campus, must notify their supervisor to make them aware of the relationship or potential relationship.

Management personnel are expected to set a high standard of professional conduct both at work and in any social setting at events sponsored by American Preparatory Academy. For this reason, management personnel are prohibited from social interaction with subordinates that is or might be perceived as beyond professional boundaries. Some examples of interactions beyond professional boundaries are flirting, touching, romantic display of affection, extensive time and attention beyond what is required for the professional relationship, or any behavior that may be regarded as sexual harassment.

- A supervisor who has any direct supervisory authority over an employee and is at the same time involved in a sexual or romantic relationship with that employee, even a mutually consenting one, will be considered in violation of this policy and may be subject to disciplinary action unless corrective measures are taken.
- If a supervisor and an employee who he or she supervises choose to have a consensual relationship, immediate steps must be taken to modify reporting responsibility. Employees in this situation are required to contact their supervisor and the HR office at once in order to ensure reporting modifications are made immediately.
- Anyone who enters into a romantic or sexual relationship where a professional power differential exists (such as between an administrator/supervisor and a subordinate) must realize that if a charge of sexual harassment is subsequently lodged, it will be exceedingly difficult to sustain a defense on grounds of mutual consent. In addition, Utah law may preclude American Preparatory Academy from defending and indemnifying an employee in such circumstances.
- American Preparatory Academy's nepotism policy "C-10.1.1 Nepotism" precludes individuals from evaluating the work performance of others with whom they have intimate familial relations or from making employment, salary, assignment, promotion or discipline decisions. The same principles apply to consensual romantic or sexual relationships in the context of work evaluation.

Complaint Procedure/Dispute Resolution

- American Preparatory Academy believes in an open line of communication with employees and management. An employee who has a work-related problem is strongly encouraged to report that problem to his or her immediate supervisor. There should be no fear of retaliation at any stage of this process. The supervisor or manager should try to reach a solution through a thorough discussion of the problem with the employee.
- If there is no solution at that level, the employee should prepare a written statement of the problem using the Employee Grievance Form (found at the end of this section). The HR Department of APA will provide any necessary assistance in preparing the report. APA will share the complaint with management and then personally investigate the problem, discuss the matter with any involved employees or supervisors and prepare a separate report within fourteen days after the Employee Grievance Form was received. The course of action will be discussed with the Work-site Employer's representative.
- All parties should make every effort to resolve the problem at the earliest stage and to deal in good faith throughout the process. No record of the proceeding will be placed in the employee's personnel file unless the employee asks that such a record be kept.
- This process is intended to provide a forum where complaints can be resolved frankly, consistently and in an atmosphere of open communication. As such, this policy is intended to supplement, not replace, any other company policies that might pertain to the problem.
- Please note that the use of the grievance procedure does not alter the "at-will" nature of the employment relationship.

Employee Grievance Form

American Preparatory Academy is available to help you resolve grievances. If you have a work-related problem we encourage you to take the problem first to your direct supervisor. If you are unable to get the problem resolved at that level, you should then take it to the campus administrator, then if unresolved to the district level administrator your campus administrator reports to. If you have a grievance that you would like to address through the HR department via APA's formal grievance process, [fill out the form in Appendix A](#) of this document and submit it to American Preparatory Academy Human Resources.

Title VI and IX Complaint Procedure/Dispute Resolution

Title IX Coordinator: Peri Daley, pdaley@apamail.org, 12894 S Pony Express Rd, Draper, Utah 84020, (801) 797-0089

Title IX is a federal program that protects our employees and students from any acts of sexual harassment, sexual violence, or gender-based harassment. The definition of sexual harassment by the Office of Civil Rights is listed below.

Sexual harassment is present when it meets one or more of the following descriptions:

1. *Quid Pro Quo* harassment by a school's employee basing an educational benefit or service on an individual's participation in unwelcome sexual conduct;
2. Unwelcome conduct determined by a reasonable individual to be so severe, pervasive, and objectively offensive that it denies a person equal access to a school's educational program or activity;
3. Sexual assault, dating violence, domestic violence, or stalking.

Our school provides confidential, supportive measures to our students and employees who have been victims of sexual assault. Supportive measures are fee, individualized services to preserve equal access to education, safety, and to prevent sexual harassment. There does not need to be a formal complaint in order for an individual to receive supportive services. Such services could include counseling, modifications in schedules, increased security or monitoring, etc. The Title IX Coordinator is responsible for implementing supportive measures. The Coordinator's contact information is listed on the school's website, employee handbook, and parent handbook.

Grievance Procedure

The first step of the grievance process begins with the alleged victim of sexual harassment, also known as the complainant. The complainant can file a formal complaint with the Title IX Coordinator. The Coordinator will reach out to the complainant to inform the individual of their rights and access to supportive measures. The victim does not need to begin or continue with the grievance process if not desired. The school cannot force or compel the complainant to continue.

Once the complainant comes forward and files, the Coordinator will gather all pertinent information in a written narrative by the complainant. The narrative and evidence will be objectively evaluated, and the alleged perpetrator, also known as the respondent, will not be presumed as guilty. The school will also ensure that confidentiality is maintained along with informing the involved parties of their rights to privacy and legal protection. The school will remove any conflicts of interest to investigating participants. The Title IX Coordinator is

unbiased and has completed significant training throughout the process to ensure that all parties will be treated equitably.

Once the evidence is reviewed and the school's investigation is complete, the Title IX Coordinator will notify the complainant and respondent in writing within thirty days of receiving the results. The Title IX Coordinator will provide the findings of the investigation along with recommendations to immediately end discriminatory conduct and ways to resolve the discriminatory effects on the complaining party. The school will also provide their suggested resolutions in order to prevent such a scenario from ever occurring again.

The parties have the right to appeal if not satisfied with the decision by the school. They must submit a written appeal with their reasonings for the disagreement which will be reviewed by the school. The school will then return a written response to the appeal. If still not satisfied, the party can file a complaint with the Office of Civil Rights. Their contact information is listed below:

Regional Office of Civil Rights for Utah

Denver Office

U.S. Department of Education

Cesar E. Chavez Memorial Building

1244 Speer Boulevard, Suite 310

Denver, CO 80204-3582

Telephone: (303) 844-5695

Email: OCR.Denver@ed.gov

Ethical Conduct – APA Ethics Policy

The Utah Charter Academies Governing Board, American Preparatory Schools, and American Preparatory Academy are expected to undertake their responsibilities with diligence and professionalism and to comply with the highest standards of honesty, integrity, and fairness. This includes, but is not limited to, being respectful of the rights of others and forthright in all dealings with members of the school community as well as third parties; protecting the privacy of confidential information; and compliance with all applicable laws, rules, and regulations. Board representatives should not place their personal interests above the best interests of the school; even the appearance of impropriety must be avoided.

Scope

The Ethical Conduct policy applies to all Utah Charter Academies board members, American Preparatory Academy employees, and American Preparatory School employees who are associated with the UCA contract (collectively, the “Covered Parties”). It is not intended to replace and may be supplemented by specific policies that have been adopted in the past and that may be adopted in the future. This policy may be amended or supplemented from time to time by the Audit Committee of the Board.

Purpose

American Preparatory Academy has upheld and will continue to uphold the highest levels of ethics and integrity in all its affairs. To this end, the Ethical Conduct policy serves:

- (1) to emphasize the school's commitment to ethical conduct and compliance with the law;
- (2) to set forth basic standards of ethical and legal behavior;
- (3) to provide reporting mechanisms for known or suspected ethical or legal violations; and
- (4) to help prevent and detect wrongdoing.

Given the variety and complexity of ethical questions that may arise in the course of carrying out the school's business, this policy can serve only as a general guide. Confronted with ethically ambiguous situations, Covered Parties should keep in mind the school's commitment to the highest ethical standards and seek advice from appropriate sources so as to ensure that this commitment is honored at all times.

Ethical Standards

1. Conflicts of Interest

Utah Charter Academies Board Members, APS employees assigned to the UCA contract and APA employees serve the public trust and are required to fulfill their responsibilities with care and loyalty. All decisions and actions of the board and the administration are to be made for the sole purpose of advancing the best interests of the institution and the public good. The integrity of the school must be protected at all times, and the fiduciary relationship of trustees, officers, and employees to American Preparatory Academy must be honored in both actuality and appearance. A conflict of interest exists when a school representative's direct or indirect personal interests are inconsistent with or interfere with the best interests of the school. The UCA Governing Board's Conflict of Interest statement sets forth in detail the standards and procedures to be followed when dealing with situations that may present a conflict of interest.

2. Corporate Opportunities

Covered Parties owe a duty to the school to advance its legitimate interests whenever possible, and they are prohibited from taking for themselves opportunities that are discovered through the use of school property, information, or position without the prior written consent of American Prep. No Covered Party may use school property, information, or position for improper personal gain, and no employee may directly or indirectly compete with American Preparatory Academy.

3. Fair Dealing

Whenever they act on the school's behalf, and regardless of whether they are dealing with colleagues or third parties, Covered Parties are required to act honestly, in good faith, and with professionalism. No Covered Party may take unfair advantage of another person through harassment, manipulation, abuse of privileged information, misrepresentation of material facts, or any other unfair practice. Stealing proprietary information, possessing trade secret information that was obtained without the owner's consent, or wrongfully inducing such disclosures by past or present employees of other organizations is prohibited.

4. Confidentiality

Covered Parties must maintain the confidentiality of confidential information entrusted to them, except when disclosure is authorized by an appropriate officer of the school or required by law. Confidential information includes all non-public information that might be of use to competitors or other third parties or harmful to the school or its constituencies if disclosed; it also includes

information that third parties have entrusted to the school. The obligation to preserve confidential information continues even after employment ends.

5. Protection and Proper Use of School Assets

Covered Parties should protect the school's assets and ensure their proper and efficient use. Theft, carelessness, and waste have a direct impact on the school's operations. Any suspected incident of fraud or theft should be immediately reported for investigation. School facilities and equipment should not be used for non-school business, although incidental personal use may be permitted.

The obligation of Covered Parties to protect the school's assets includes, but is not limited to, its proprietary information. Proprietary information includes intellectual property such as patents, trademarks, and copyrights, as well as business plans, databases, records, employment information, and any unpublished financial data and reports. Unauthorized use or distribution of this information violates American Preparatory Academy policy and may also be illegal and result in criminal and/or civil liability.

6. Compliance with Laws, Rules, and Regulations

Obedying the law, both in letter and in spirit, is the foundation on which the school's ethical standards are built. In conducting the affairs of American Preparatory Academy, Covered Parties must comply with applicable laws, rules, and regulations at all levels of government in the United States and in any other jurisdiction in which the school does business. Although not all Covered Parties are expected to know the details of these laws, it is important to know enough about applicable federal, state, and local laws to determine when to seek advice from supervisors or other appropriate personnel.

7. Timely and Truthful Public Disclosures

Covered Parties involved in the preparation of financial and other reports and documents (and information included therein) filed with or submitted to federal, state, and local authorities by the school are required to make disclosures that are full, fair, accurate, timely, and understandable. They may not knowingly conceal or falsify information, misrepresent material facts, or omit material facts necessary to avoid misleading the authorities or the school's independent auditors. The same standards apply to other public communications made by American Preparatory Academy.

8. Significant Accounting Deficiencies

The Executive Director, CFO, accounting and executive staff should promptly bring to the attention of the Audit Committee any information he or she may have concerning:

- a. significant deficiencies in the design or operation of internal controls over financial reporting which could adversely affect the school's ability to record, process, summarize, and report financial data; or
- b. any fraud, whether or not material, that involves management or other employees who have a significant role in the school's financial reporting, disclosures, or internal control over financial reporting.

Administration

1. In General

The Ethical Conduct policy has been adopted by the UCA Governing Board and is to be administered by or at the direction of the Audit Committee of the Board. In general, matters arising under this policy related to Board Members are subject to the review of the Audit Committee. Matters involving other Covered Parties are subject to the review by Human Resources, Executive Director, and/or an individual's direct supervisor.

2. Reporting Known or Suspected Violations

UCA Governing Board members are required to report promptly any known or suspected violations of this policy to the Audit Committee. All other Covered Parties should bring any known or suspected violations of this policy or of any law or school policy to the attention of their supervisors, department head, or the director responsible for the area in question. Anyone who is uncertain whether or how to report a concern should contact the Compliance department. Reports may also be made anonymously and confidentially to the [Utah State Board of Education Internal Audit Department](#) at (801) 538-7813 or on their website.

3. Non-Retaliation and Whistleblower Protection

No retaliatory action of any kind will be permitted against anyone for reporting or inquiring in good faith about potential violations of law or school policy, or for seeking guidance with respect to suspected violations. The Compliance department and the school's Audit Committee will strictly enforce this prohibition. Retaliation includes, but is not limited to, adverse action against an employee regarding the terms and conditions of employment (such as termination, demotion, or suspension), as well as related threats of such actions. An employee who has engaged in conduct or performance that warrants disciplinary action or other employment consequences will not be insulated from the consequences of those actions because he or she has made a report of wrongdoing, as long as such disciplinary action is not taken because of the allegation of wrongdoing. Reports that are knowingly false or are made with reckless disregard for or in willful ignorance of facts that would tend to disprove the allegation are not good-faith reports, are prohibited by this policy, and may subject the reporter to disciplinary action.

4. Accountability for Violations

If the Audit Committee or the Compliance department (or a designee) determines that this policy has been violated, including by failure to report a violation or by withholding information relating to a violation, the offending Covered Party may be disciplined, with penalties up to and including removal from the board or termination of employment. Violations of this policy may also constitute violations of law and may result in criminal and/or civil liability for the offending Covered Party and American Preparatory Academy. All Covered Parties are required to cooperate in internal investigations of possible misconduct.

Guidance

All American Preparatory Academy employees must work together to ensure prompt and consistent enforcement of the Ethical Conduct policy. In some situations, it may be difficult to know if a violation has occurred. Because it is impossible to anticipate every situation that will arise, it is important to be able to approach a new question or problem with confidence. Employees and board members having questions about their obligations under this policy or any other school policy should consult the Audit Committee; all others should consult their supervisors or the Compliance department.

Whistleblowing

This policy provides avenues for an employee of American Preparatory Academy, or its agents, to report misuse of assets, funds or resources, non-compliance with regulations, policies or rules, fraud, waste, abuse, or unethical behavior. A whistleblower as defined by this policy is an employee who reports an activity that he/she considers to be illegal or unethical to one or more of the parties specified in this Policy.

The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

An employee may report such things as Civil Rights violations, misuse of assets, funds or resources, non-compliance with regulations, policies or rules, fraud, waste, abuse, or unethical behavior. Examples of illegal or unethical activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

An employee is encouraged to consider the type and scope of the suspected activity when determining the appropriate reporting entity. The employee must exercise sound judgment to avoid baseless allegations and unless there is a compelling potential conflict, should report to the first person on the lists below.

Personnel and/or Civil Rights Violations:

1. The employee's immediate supervisor;
2. APA's Civil Rights Officer, Lisa Brunson lbrunson@apamail.org
3. APA's Human Resources Director, Jeremiah Brennan jbrennan@apamail.org
4. APA's Executive Director, Carolyn Sharette csharette@apamail.org
5. A member of APA's governing board on the internal audit committee:
 - a. Thomas Young youngceltic@live.com
 - b. Ted Heap castlegate1001@gmail.com
6. The State Charter School Board (SCSB)
7. Regional Office of Civil Rights for Utah:
 - a. Denver Office
U.S. Department of Education
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582
Telephone: (303) 844-5695
8. The USBE Internal Audit Department (801) 538-7813

Noncompliance with Regulations, Policies, or Rules:

1. The employee's immediate supervisor

2. APA's Compliance Director, Lisa Brunson lbrunson@apamail.org
3. APA's Executive Director, Carolyn Sharette csharette@apamail.org
4. A member of APA's governing board on the internal audit committee:
 - a. Thomas Young youngceltic@live.com
 - b. Ted Heap castlegate1001@gmail.com
5. The State Charter School Board (SCSB)
6. The USBE Internal Audit Department (801) 538-7813

Fraud, Waste, or Other Financial Abuse:

1. The employee's immediate supervisor
2. APA's Financial Controller, Casey Crellin ccrellin@apamail.org
3. APA's Executive Director, Carolyn Sharette csharette@apamail.org
4. A member of APA's governing board on the internal audit committee:
 - a. Thomas Young youngceltic@live.com
 - b. Ted Heap castlegate1001@gmail.com
5. The State Charter School Board (SCSB)
6. The USBE Internal Audit Department (801) 538-7813

Whistleblower Protections

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation.

Confidentiality. Insofar as possible, the confidentiality of the whistleblower will be maintained.

Limitations. Identity may have to be disclosed in order to:

1. conduct a thorough investigation,
2. comply with the law, and/or
3. provide accused individuals their legal rights of defense.

Retaliation. American Preparatory Academy, or their agents, will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes he/she is being retaliated against must contact the Human Resources Director immediately.

Limitations.

The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Employee Acknowledgement of Ethics Policy

I have read and understood the APA Ethics and Whistleblowing policies contained in the APA Staff Handbook.

Employee Signature

Date

Appendix A

Employee Grievance Form

American Preparatory Academy is available to help you resolve grievances with your co-workers. If you have a work-related problem that you would like to address through the grievance process, make a copy of the form below and submit it to American Preparatory Academy's HR Department.

Name			Date
Address			Phone
City	State	Zip	

Work-site Employer _____

Supervisor _____

Description of the Problem

Date Discussed with Supervisor _____

Supervisor's Response

Were You Dissatisfied with Your Supervisor's Response? Why?

What Action Would You Like APA to Take?

Are There Witnesses Who Can Confirm Your Statements? Who?

Employee Signature

Date