

NATURE OF EMPLOYMENT

Employment with Excalibur Charter Schools, Inc. is voluntarily entered into, and the employee is free to resign at will at anytime, with or without cause. Similarly, Excalibur Charter Schools, Inc. may terminate the employment relationship at will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

EMPLOYEE RELATIONS

Excalibur Charter Schools, Inc. believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to the Administrator. Our experience has shown when employees deal openly and directly with Administrators, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that Excalibur Charter Schools, Inc. amply demonstrates its commitment to employees by responding effectively to employee concerns.

EQUAL EMPLOYMENT OPPORTUNITY

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at Excalibur Charter Schools, Inc. will be based on merit, qualifications, and abilities. Excalibur Charter Schools, Inc. is an equal employment opportunity employer and does not discriminate against any person because of race, color, creed, religion, sex, national origin, handicap, disability, age or any other characteristic protected by law (referred to as "protected status"). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all company facilities, participation in all company-sponsored activities, and all employment actions such as promotions, compensation, benefits and termination of employment.

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

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Board of Directors. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

FINGERPRINTING

State Law and school policy require all employees to be fingerprinted and shall have a valid Class One or Class Two Fingerprint Clearance card. Excalibur Charter Schools, Inc. shall not employ or hire any employee who does not possess a valid Class One or Class Two Fingerprint Clearance Card. Excalibur Charter Schools, Inc. shall notify the Department of Public Safety if they receive credible evidence that a person who possesses a valid Class One or Class Two Fingerprint Clearance Card is arrested for or is charged with an offense listed in ARS 41-1758.03, subsection B or F.

Employment for non-instructional staff (i.e., secretaries, janitors, etc.) is subject to approval of a background check through the Arizona Department of Public Safety.

IMMUNIZATIONS

Arizona State Department of Health Services Rules R9-6729 and R9-6742 provide for exclusion from school of non-immune persons during an outbreak of rubella (German measles) or rubeola (measles). If asked by school administration, employees must provide Excalibur Charter Schools, Inc. with evidence of immunity of rubella and rubeola. Exceptions will be made if an employee provides a statement

signed by a licensed physician or state/local health officer affirming that immunization is medically inappropriate or if an employee provides a statement indicating that religious reasons preclude compliance. Employees who were born before January 1, 1942 are not required to provide immunization documents. Employees who were born between January 1, 1942 and January 1, 1957; were immunized prior to one year of age; or received vaccine prior to 1969 may be asked to provide documentation of Rubella (German or 3-day Measles) immunity. Employees who were born after January 1, 1957; were immunized prior to one year of age; or received vaccine prior to 1968 may be asked to provide documentation of Rubella (German or 3-day Measles) and Measles (Rubeola or Read Measles) immunity. Employees who are unable to show proof of MMR immunizations will be subject to leave without pay in the event of a measles outbreak within the school. Blood tests confirming immunity (titer shots) will be accepted in place of proof of vaccination.

BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of Excalibur Charter Schools, Inc. is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity. The success of Excalibur Charter Schools, Inc. is dependent upon our parents' and students' trust and we are dedicated to preserving that trust. Employees owe a duty to Excalibur Charter Schools, Inc.'s students and Board of Directors to act in a way that will merit the continued trust and confidence of the public.

Excalibur Charter Schools, Inc. will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

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

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

PERSONAL RELATIONSHIPS IN THE WORKPLACE

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship. This policy applies to all employees without regard to the gender or sexual orientation of the individuals involved. Although Excalibur Charter Schools, Inc. has no prohibition against employing relatives of current employees; we are committed to monitoring situations in which such relationships exist in the same area. In case of actual or potential problems, Excalibur Charter Schools, Inc. will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

IMMIGRATION LAW COMPLIANCE

Excalibur Charter Schools, Inc. is committed to employing only United States citizens and aliens who are authorized to work in the United States and do not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form (I-9 Form) and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 Form with Excalibur Charter Schools, Inc. within the past three years, or if their previous I-9 Form is no longer retained or valid. Employees with questions or seeking more information on immigration law issues are encouraged to contact the Arizona Department of Labor. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

CONFLICTS OF INTEREST

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Excalibur Charter Schools, Inc. wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact your supervisor for more information or questions about conflicts of interest. Transactions with outside businesses must be conducted within a framework established and controlled by the executive level (Board of Directors) of Excalibur Charter Schools, Inc. Business dealings with outside entities should not result in unusual gains for those businesses. Unusual gain refers to bribes, special fringe benefits, and unusual price breaks, and other windfalls designed to ultimately benefit the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a

relative as a result of Excalibur Charter Schools, Inc.'s business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. No "presumption of guilt" is created by the mere existence of a relationship with outside businesses. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to an officer of Excalibur Charter Schools, Inc.'s Board of Directors as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain results in cases where an employee or relative has a significant ownership in an entity with which Excalibur Charter Schools, Inc. does business. Additionally, personal gain occurs when an employee or relative receives a kickback, bribe, substantial gift, or special consideration as a result of transactions or business dealings involving Excalibur Charter Schools, Inc.

Nothing can be sold or promoted on any campus for personal financial gain of any outside product/personal business.

OUTSIDE EMPLOYMENT

Employees may hold outside jobs as long as they meet the performance standards of their job with Excalibur Charter Schools, Inc. All employees will be judged by the same performance standards and will be subject to Excalibur Charter Schools, Inc.'s scheduling demands, regardless of any existing outside work requirements. If Excalibur Charter Schools, Inc. determines that an employee's outside work interferes with performance or the ability to meet the requirements of Excalibur Charter Schools, Inc. as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Excalibur Charter Schools, Inc. Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from

individuals outside Excalibur Charter Schools, Inc. for materials produced or services rendered while performing their jobs.

NON-DISCLOSURE

The protection of confidential business information and trade secrets is vital to the interests and the success of Excalibur Charter Schools, Inc. Lists of students, parents, and staff are confidential and for the purpose of conducting school business only. They may not be sold, lent, given, or used for any other purpose, including solicitation of business. All employee contracts are individually negotiated. Therefore, discussing specific employee contract terms and compensation is prohibited and subject to disciplinary action, including but not limited to termination.

Confidential information includes, but is not limited to, the following examples:

- Student Information/Treatment
- Marketing strategies and materials
- Confidential information
- Children enrolled (past or present)
- Internal correspondence, procedures, standards and related information
- Quality Control-related data and procedures
- Supplier lists, related information and procedures
- Compensation data
- Financial information
- Pending projects and proposals
- Proprietary production processes
- Research and development strategies

DISABILITY ACCOMMODATION

Excalibur Charter Schools, Inc. is committed to complying fully with the Americans with Disabilities Act (ADA) and ensuring equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a

non-discriminatory basis. Hiring procedures have been reviewed and provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodation is available to all disabled employees, where their disability affects the performance of job functions. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual. Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational structures, position descriptions, and lines of progression and seniority lists. Leave of all types will be available to all employees on an equal basis.

Excalibur Charter Schools, Inc. is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Excalibur Charter Schools, Inc. will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Excalibur Charter Schools, Inc. is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state and local laws.

EMPLOYMENT CATEGORIES

It is the intent of Excalibur Charter Schools, Inc. to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These classifications do not guarantee employment for any specified period of time. Several of the questions refer to the classification of employees. To help you better answer any questions, the following is a description of the various classes of employees:

Each employee is designated as either NON-EXEMPT or EXEMPT from federal and state wage and hour laws. NON-EXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NON-EXEMPT classification may be changed only upon written notification by administration. Scope of duties and hours worked will be determined by campus administration and/or job description.

REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work Excalibur Charter Schools, Inc.'s full-time schedule. Generally, they are eligible for Excalibur Charter Schools, Inc.'s benefit package, subject to the terms, conditions, and limitations of each benefit program, typically, those employees who have completed their introductory period and work thirty (30) or more hours per week. Under the terms and conditions of the Fair Labor Standards Act, a regular full-time employee is one who works forty (40) or more hours per week.

TEACHERS are considered Full-Time/Exempt employees. Teachers who are offered teaching contracts are required to submit all applicable paperwork necessary to verify degree(s), credit hours, certification(s), etc. Contracts will not be presented to teachers until the Human Resource Manager has received all paperwork.

PART-TIME employees are those who are not assigned to a temporary status and who work continuously for a specified number of hours per week which is less than the regular forty (40) or more hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance). One may be considered a part-time employee yet be eligible for Excalibur Charter Schools, Inc.'s benefits if he or she completes an average of thirty (30) hours per week on a regular and consistent basis.

ACCESS TO PERSONNEL FILES

Excalibur Charter Schools, Inc. maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records. Personnel files are the property of Excalibur Charter Schools, Inc. and access to the information they contain is restricted. Generally, only administration personnel of Excalibur Charter Schools, Inc. who have a legitimate reason to review information in a file are allowed to do so.

Employees who wish to review their own file should contact the Human Resource Manager. With reasonable advance notice, employees may review their own personnel file in the administrative office and in the presence of the individual appointed to maintain the files.

EMPLOYMENT BACKGROUND CHECKS

To ensure that individuals who join Excalibur Charter Schools, Inc. are well qualified and have a strong potential to be productive and successful, it is the policy of Excalibur Charter Schools, Inc. to check the employment references of all applicants who occupy positions where the company requires a reference check. Before employment, Excalibur Charter Schools, Inc. shall make documented good faith efforts to contact previous employers of a person to obtain information and recommendations that may be relevant to a person's fitness for employment.

The Human Resource Manager will only respond to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

EMPLOYMENT APPLICATIONS

Excalibur Charter Schools, Inc. relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information or data may result in the exclusion of the individual from further consideration for employment or, if the person has been hired, termination of employment.

PERSONNEL DATA CHANGES

It is the responsibility of each employee to promptly notify Excalibur Charter Schools, Inc. of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of emergency, educational accomplishments, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify the Human Resource Manager.

INTRODUCTORY PERIOD

The introductory period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Excalibur Charter Schools, Inc. uses this period to evaluate employee capabilities, work habits, and overall performance. Please be advised that resignation is a voluntary act initiated by the employee to terminate employment with Excalibur Charter Schools, Inc. Classroom Assistants who desire to resign from school employment are expected to provide two weeks notice; Teachers are to provide three weeks notice; Administrators are to provide four weeks notice. Notice of resignation shall be in writing to the campus administrator.

All new and rehired employees work on an introductory basis for the first two years after their date of hire. Any significant absence will automatically extend an introductory period by the length of the absence. If Excalibur Charter Schools, Inc.

determines that the designated introductory period does not allow sufficient time to thoroughly evaluate the employee's performance, the introductory period may be extended for a specified period. Upon satisfactory completion of the initial introductory period, employees enter the "regular" employment classification.

During the initial introductory period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. New employees may also be eligible for other Excalibur Charter Schools, Inc. provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements. Insurance coverage starts for qualifying employees after 30 days of employment rounded up to the first of the appropriate month.

PERFORMANCE EVALUATIONS

Although exempted from state requirements regarding teacher evaluation, instructor evaluations will be conducted two times each school year. Additional formal performance evaluations are conducted to improve instruction and employee performance. Formal and informal classroom observations will be conducted.

Feedback will be provided to employees during the formal evaluation process and/or on an as needed basis. Visits may also be made by current or prospective parents with or without being accompanied by an administrative staff member. Findings will be utilized to identify teacher development opportunities and obtain various examples of teaching styles, etc.

Student evaluations of instructors may also be conducted. For such evaluations, a confidential questionnaire will be given to each student. Results of all evaluations will be shared with the instructor.

Classified employees are subject to evaluations at the principal's discretion.

STATE/FEDERAL MANDATED EMPLOYEE BENEFITS

Eligible employees at Excalibur Charter Schools, Inc. are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

WORKER'S COMPENSATION INSURANCE

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

Employees who sustain work-related injuries or illnesses should inform their administrator immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Excalibur Charter Schools, Inc. nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Excalibur Charter Schools, Inc.

ELIGIBILITY FOR GROUP INSURANCE

Regular, full-time employees working 30 hours or more per workweek are eligible for group benefits offered by Excalibur Charter Schools, Inc. the first of the month following 30 days of employment. Benefits are subject to change.

Excalibur Charter Schools, Inc.'s health insurance plan provides employees and their dependents access to medical, dental, and vision care insurance benefits.

Employees in the following employment classifications are eligible to participate in the health insurance plan:

- Regular full-time employees

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between Excalibur Charter Schools, Inc. and the insurance carrier.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidate Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy from the District Office for more information. Change in employment classification that would result in loss of eligibility may be defined as but not limited to:

- Employee Voluntary Resignation
- Employer Involuntary Termination or Layoff
- Teachers not offered a contract for the new school year or who voluntarily choose not to return to Excalibur after their teaching contract expires.

In cases where teachers do not return after their current contract expires, medical insurance benefits will stop at the end of the month their contract expires. For example, if a teacher has a contract end date of May 28, his/her medical benefits would term May 30. A June 4 contract end date would indicate medical benefits term June 30.

Teachers who are offered new contracts for the new school year and indicate their desire to return to Excalibur Charter School, Inc. by signing their new contract PRIOR to the expiration date of their old contract, will remain on the school's group benefit plan throughout the summer and for the entire school year covered by their contract.

Teachers, who sign a new contract to return to Excalibur Charter School, Inc. prior to the expiration date of their old contract, but during the summer change their mind and decide NOT to return in the fall, are responsible for reimbursing Excalibur Charter

School, Inc. for the cost of any insurance premiums for the months of June, July and August and will be deducted from the final check.

Details of the health insurance plan are described in the Summary Plan Description (SPD). A SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Human Resources Department at the District Office for more information about health insurance benefits.

LIFE INSURANCE

Life insurance offers you and your family important financial protection. Excalibur Charter Schools, Inc. provides a basic life insurance plan for eligible employees. Accidental Death and Dismemberment (AD&D) insurance provides protection in cases of serious injury or death resulting from an accident. AD&D insurance coverage is provided as part of the basic life insurance plan. Eligible employees may participate in the life insurance plan subject to all terms and conditions of the agreement between Excalibur Charter Schools, Inc. and the insurance carrier. Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees. Contact the Human Resources Department at the District Office for more information about life insurance benefits.

RETIREMENT

Employees are enrolled in the Arizona State Retirement System (ASRS). Both the employee and the School make contributions to the plan. Benefits are based on age, number of years of service under the plan, salary, and the type of retirement selected (full for life of the employee, reduced for the life of the employee and a continued benefit for spouse, etc.).

OPEN ENROLLMENT

Open enrollment is conducted once a year with an October 1st effective date. Employees are asked to verify coverage and to make any changes to medical, dental, vision, and life insurance elections. Employees electing to renew coverage,

drop coverage, or make any changes to group health benefit selections will be required to do so by the designated deadline each year. Excalibur Charter Schools, Inc. will be responsible for sending out open enrollment materials prior to October 1st. Unless you have experienced a change in your family status, any changes to your elected plans, must wait until Excalibur Charter Schools, Inc.'s next open enrollment period (if you experienced a qualifying event, you may be eligible to make applicable changes to your current elections within 30 days from the date of the event). Employees who do not re-enroll or enroll during this period will not be eligible to participate until the next open enrollment.

BENEFITS CONTINUATION (COBRA)

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Excalibur Charter Schools, Inc.'s health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation or a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Excalibur Charter Schools, Inc.'s group rates plus an administration fee. Excalibur Charter Schools, Inc. provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Excalibur Charter Schools, Inc.'s health insurance plan. The notice contains important information about the employee's rights and obligations.

ELIGIBILITY FOR TIME OFF/ABSENCES

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your administrator can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

Time off with pay is available for executive exempt, professional exempt and administrative exempt employees only. The teaching staff is allowed 9 absences per school year to include sick days, bereavement and personal days. Corrective action and payroll deductions begin with the teacher's 10th absence and each absence thereafter. Beginning with the 10th absence and for each subsequent absence, a payroll deduction equal to the teacher's daily wage will be deducted from the teacher's paycheck. Teachers are given reminder letters as they approach the 10th absence. Once the 10th absence occurs, the corrective action process will progress and may lead to termination due to excessive absences.

All exempt staff members are required to submit Employee Leave Request forms for approval by their immediate supervisor for any absences from work.

PROFESSIONAL / SUPPORT STAFF SICK LEAVE

Sick leave for exempt classified personnel is a designated amount of compensated leave that is to be granted to a staff member who, through personal or family illness, injury, or quarantine, is unable to perform the duties assigned. Family, for purposes of sick leave, shall include:

Spouse	Parents of spouse
Children	Grandparents
Parents	Sons-in-law or daughters-in-law
Brothers or Sisters	Dependent persons (as defined by IRS)

Family illness, for purposes of sick leave, shall not exceed a period of five (5) days, unless the campus principal grants an approval. Sick leave may include other excused absences, such as medical, dental, or optical examination or treatment impossible to schedule on non-duty days. Each staff member shall be credited with a sick leave allowance at the rate of one day per month.

Twelve-month administrative employees - 12 days (96 hours)

Ten-month instructional staff - 9 days (72 hours)

For contracted administrative exempt employees, the full annual amount of leave will be credited to such employees at the beginning of the contract year. In the event such employees do not complete the full contract year, any used but unearned sick leave will be deducted from the final contract payment. If an employee in this category shall begin the term of service with Excalibur Charter Schools, Inc. after the beginning of the school year, the length of sick leave for that year shall be prorated according to the months remaining in such contract year.

A day of sick leave will be considered earned after the employee has worked not less than seventy-five percent (75) of the regularly scheduled working days in the calendar month. Previously earned sick leave that is used while the employee is ill during the month shall be counted as a day worked for purposes of meeting the seventy-five percent (75) requirement. Sick leave may be taken in increments of either one-half (1/2) day or one (1) whole day.

Acquisition of sick leave is based upon a full-time eight (8) hour day. Eligible employees working on any other work schedule will be credited with sick leave that shall be computed at the same ratio that the number of employed hours bears to full-time employment. Any previously accrued sick leave will be taken at the same ratio that the current number of employed hours bears to full time. Time off is paid at the employee's base pay rate at the time of the leave. It does not include overtime or any special forms of compensation such as stipends or bonuses.

PERSONAL / EMERGENCY / RELIGIOUS LEAVE

Personal business leave is defined as private activities necessary to the welfare or benefit of the employee or the employee's immediate family as defined in this policy but for which no compensation, wages, or salary will accrue from a source other than Excalibur Charter Schools, Inc. Vacation or personal pleasure does not constitute reasons for personal leave business.

The principal must approve personal leave requests. Requests for personal leave must be received at least five (5) working days prior to the first day of leave, except in extreme situations where five (5) days is not possible. Requests shall be acted upon in order of receipt, and the availability of substitutes, if necessary, may limit the number of requests granted at any one time.

In schools where the certificated staff consists of twenty (20) or less employees, no more than two (2) professional staff members may be out on the same day for either personal or birthday leave. Personal leave will be deducted from the employee's sick leave. Personal leave days are not accumulative.

Except for extenuating circumstances personal leave shall not be granted during the following periods:

- The day immediately preceding or following a holiday, vacation, or a school calendar break.
- During the first two (2) weeks of school or the last two (2) weeks of school.

Requests for leave during these periods will be subject to the principal's approval.

LEAVES OF ABSENCE WITHOUT PAY

Excalibur Charter Schools, Inc. recognizes that on occasion extenuating circumstances arise that may necessitate absence from duty that is not covered by other specific leave provisions of Excalibur Charter Schools, Inc. To address such situations, a leave of absence, without pay, may be granted to a member of the certificated or classified staff for not longer than one year.

Leave of absence may be requested for, but not limited to, the following purposes:

- For additional education that relates to the employee's primary assignment. A plan of contemplated course work must be presented.

- To provide for an unpaid leave in a situation where the employee will be absent from work because of (1) a reason that conforms to a policy currently in effect but the maximum number of days provided for in that policy will be exceeded, or (2) failure to report to work without prior notification to the campus principal.
- For a leave of absence that benefits or is in the best interest of the District, as determined by the superintendent upon review of the application.
- For leave under the Family and Medical Leave Act.
- A leave of absence requested pursuant to this policy may be:
 - Approved by the campus principal if the leave period does not exceed 12 weeks; or
 - Recommended by the campus principal and approved by the superintendent if the leave period exceeds 12 weeks.

The superintendent shall not deny a request for leave of absence if the employee is entitled to the leave under the Family and Medical Leave Act. All other applications for leave of absence may be granted or denied by the superintendent at his sole discretion.

Each request for such a leave of absence shall be in a written application stating the purpose, starting date, and duration of the leave of absence, the reasons for its necessity or desirability, and any other information the applicant deems relevant to the request.

The leave of absence shall be only for the purpose and duration approved and may not be extended without written approval by the campus principal.

All rights of continuing status (certificated teachers only), retirement, salary increments, and other benefits shall be restored at the level earned when the leave was granted. All accrued sick, vacation, personal, and other paid leave shall be

applied to the leave period unless otherwise agreed to by the District or prohibited by the Family and Medical Leave Act.

PROFESSIONAL/SUPPORT STAFF LEAVES AND ABSENCES

(ABSENT WITHOUT LEAVE)

An employee shall be deemed "absent without leave" when absent from work because of:

- A reason that conforms to a policy currently in effect but the maximum days provided for in that policy will be exceeded; or
- A reason that does not conform to any policy currently in effect; or
- Failure to report to work without prior notification to the campus principal.

In no case shall an employee be compensated for time lost due to being absent without leave.

An employee who is absent from work without prior approval is subject to disciplinary action, as is one who was unable to obtain prior approval due to unusual circumstances and such approval is denied upon the employee's return.

PROFESSIONAL/SUPPORT STAFF MILITARY/LEGAL LEAVE

Excalibur Charter Schools, Inc. recognizes the fact that its employees have citizenship responsibilities. In order to make it possible for said employees to carry out their responsibilities to the city, county, state, or nation, Excalibur Charter Schools, Inc. will grant leaves, in addition to jury duty, when an employee is called to attend field training services for the Military Reserve or National Guard.

A member of the National Guard shall not lose seniority or precedence while absent under competent military orders. Upon return to employment, the employee shall be returned to his/her previous position, or to a higher position commensurate with his/her ability and experience as seniority or precedence would ordinarily entitle him/her. Such leave will not count as experience to advance on the salary schedule.

When an employee receives notice that requires military leave, it is the responsibility of the employee to notify the Human Resource Manager.

WITNESS DUTY

Excalibur Charter Schools, Inc. encourages employees to appear in court for witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by Excalibur Charter Schools, Inc., they will receive paid time off for the entire period of witness duty.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

JURY DUTY

Excalibur Charter Schools, Inc. encourages employees to fulfill their civic responsibilities by serving jury duty when required. In order not to be docked for a personal leave day, employee must provide the Summons Notice from the Jury Commission Office.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits. Either Excalibur Charter Schools, Inc. or the employee may request an excuse from jury duty if, in Excalibur Charter Schools, Inc.'s judgment, the employee's absence would create serious operational difficulties.

TIME-OFF TO VOTE

Excalibur Charter Schools, Inc. encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find

time to vote either before or after their regular work schedule. Employees shall be granted reasonable paid time off for voting in a general or special election if the polls either open less than three hours before the employee's regular work shift, or close less than three hours after the end of the employee's regular work shift.

Employees should request time off to vote from their administrator at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift; whichever provides the least disruption to the normal work schedule.

BEREAVEMENT LEAVE

Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Non-exempt employees may make up the days taken off within the appropriate payroll time period with advanced approval from their supervisor.

Exempt employees may be granted leave, not to exceed three (3) working days because of the death of an immediate family member. In the event the employee is required to travel out of state to attend or conduct business related to the funeral of a relative as specified in this policy, the employee may be granted administrative leave not to exceed five (5) working days. In extenuating circumstances, if more leave days are required approval must be petitioned to Superintendent.

Excalibur Charter Schools, Inc. defines immediate family as the employee's spouse, parent, child, sibling, the employee's spouse's parent; or the employee's grandparents or grandchildren.

HOLIDAYS

Excalibur Charter Schools, Inc. will grant holiday time off to all eligible employees on the school holidays (days not in session) listed below:

- Labor Day

- Fall Break
- Veteran's Day
- Thanksgiving Break
- Winter Break
- Civil Rights Day
- President's Day
- Spring Break
- April Break
- Summer Break

If eligible nonexempt employees work on a recognized holiday with supervisor's prior approval, they will receive an extra duty stipend at the straight-time rate for the hours worked on the holiday.

Upon special request, employees may use available vacation or be granted time off without pay for their major religious holy days, in addition to Excalibur's recognized holidays.

FAMILY AND MEDICAL LEAVE OF ABSENCE (FMLA)

THE LEAVE POLICY

You are eligible to take up to 12 weeks of unpaid FMLA Leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave provided you:

1. Have worked for Excalibur Charter Schools, Inc. for at least 12 months.
2. Have worked for at least 1,250 hours in the last 12 months; and a "rolling" 12-month period measured backwards from the date you take leave will be used for computing the period within which the 12 weeks of leave may be taken. If you and your spouse both work for Excalibur Charter Schools, Inc., the maximum amount of FMLA Leave available to you and your spouse for reasons (1) and (2) below is a combined total of 12 weeks.

REASONS FOR LEAVE

You may take FMLA Leave for any of the following reasons:

1. The birth of a son or daughter and to care for such son or daughter;
2. The placement of a son or daughter with you for adoption or foster care and to care for the newly placed son or daughter;
3. To care for a spouse, son, daughter or parent ("covered relation") with a serious health condition; or
4. Because of your own serious health condition which renders you unable to perform an essential function of your position.

Leave because of reasons (1) or (2) must be completed within the 12-month period beginning on the date of birth or placement.

NOTICE OF LEAVE

To request leave, you must notify your campus administrator of your need for leave by completing a Request for FMLA Leave Form available from the District Office. You should give 30 days' prior written notice, or as much advance written notice as possible, to your campus administrator and your need for leave by completing a Request for FMLA Leave Form available from the Administrative Office. However, if it appears that you may be absent due to a FMLA-qualified event or serious health condition, Excalibur Charter Schools, Inc. may, but is not required to, preliminarily designate your time off as FMLA Leave, pending the receipt of documentation from you. Failure to provide requested FMLA Leave documentation and certification within the time limits requested will result in Excalibur Charter Schools, Inc. making a determination on your leave status without such documentation. Excalibur Charter Schools, Inc. may delay or deny leave, demand that you return to work, treat absences as unauthorized time off, subject you to disciplinary action up to and including termination, and/or discontinue your FMLA Leave.

MEDICAL CERTIFICATION

If you are requesting FMLA Leave for a serious health condition (reasons 3 or 4), you and the relevant health care provider must supply appropriate medical certification. You may obtain the Medical Certification Form from the District Office. Whenever possible, the Medical Certification should be supplied before the leave begins.

Further, Excalibur Charter Schools, Inc., at no expense to you, may require an examination by a second health care provider designated by Excalibur Charter Schools, Inc. If the second health care provider's opinion conflicts with the original medical certification, Excalibur Charter Schools, Inc., at no expense to you, may require a third, mutually agreeable, health care provider to conduct an examination and provide a final and binding opinion. Excalibur Charter Schools, Inc. may require a subsequent medical re-certification. Failure to provide requested certification within 15 days, if such is practicable, may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or for excessive absenteeism.

WHILE ON LEAVE

If you take leave because of your own serious health condition or to care for a covered relative (reasons 3 or 4) you must contact your campus administrator or the Human Resource Manager on the first and third Tuesday of each month regarding the status of the condition and your intention to return to work to see how you are progressing and so that we are up-to-date on any new developments. In addition, you must give notice to your campus administrator and the Human Resource Manager as soon as practical (within 2 business days, if feasible) if the dates of leave change, are extended or initially were unknown.

INTERMITTENT AND REDUCEDSCHEDULED LEAVE

Leave because of a serious health condition (reasons 3 and 4) may be taken intermittently (in separate blocks of time due to a single health condition) or on a reduced leave schedule (reducing the usual number of hours you work each

workday) if medically necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available FMLA Leave. In addition, while you are on an intermittent or reduced schedule leave, Excalibur Charter Schools, Inc. may temporarily transfer you to an available alternative position, which better accommodates your recurring leave and which has equivalent pay and benefits.

LEAVE IS UNPAID

FMLA Leave is unpaid leave. Pay that will end during Leave includes all forms of compensation paid by Excalibur Charter Schools, Inc. to you, including but not limited to wages and stipends. You are required to use any accrued paid time off concurrently with the applicable FMLA Leave, unless you are currently receiving workers' compensation benefits.

FMLA Leave does not affect your eligibility, if any, for short or long term disability payments and/or workers' compensation benefits under those insurance plans. FMLA runs at the same time with any other applicable paid or unpaid leave. Using available paid time off, short-term disability or workers' compensation will not extend your leave time beyond the maximum time allowed of 12 weeks of FMLA Leave per 12-month period.

MEDICAL AND OTHER BENEFITS

During an approved FMLA Leave, Excalibur Charter Schools, Inc. will maintain your health and other benefits, as if you continued to be actively employed. However, you must continue to pay your portion, if any of the group health plan premiums or your benefits may be cancelled. Accrual of benefits such as paid time off will be suspended during the duration of the leave. Accrual of seniority will also be suspended during the leave and your annual review date will be adjusted accordingly. If you return to work owing any employer-made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse Excalibur Charter Schools, Inc. through payroll deduction immediately

upon return. If you elect not to return to work at the end of the leave period, you will be required to reimburse Excalibur Charter Schools, Inc. for contributions to the health insurance premiums made to maintain coverage during your leave, unless you cannot return to work because of a serious health condition or because of other circumstances beyond your control.

RETURNING FROM LEAVE

When you are able to return to work following a leave because of your own serious health condition, you should attempt to give Excalibur Charter Schools, Inc. at least one week's notice by mailing or faxing to your campus administrator or the Human Resource Manager a medical certification stating that you are able to resume work. However, you must make sure that Excalibur Charter Schools, Inc. receives this notice no later than two (2) business days before your return to work at the conclusion of your leave. If your FMLA Leave resulted from a workers' compensation injury, your health care provider may send an updated medical work status form to your case manager as soon as your return to work date is known, even if it is less than two business days before your return to work. You may obtain Return to Work Medical Certification Forms from the District Office. This is important so that your return to work is properly scheduled.

EXTENDED LEAVE FOR SERIOUS HEALTH CONDITION

Leave taken because of your own serious health condition may be extended under certain circumstances. If you cannot return to work at the end of your FMLA Leave due to your own serious health condition, please contact your campus administrator and/or the Human Resource Manager to see if you are eligible for extended leave. Please understand that reinstatement from an extended leave of absence (beyond 12 weeks of FMLA Leave) is not guaranteed and will depend upon the availability of a vacancy for which you are qualified.

TIME KEEPING/PAYROLL

Accurately recording time worked is the responsibility of every employee. Federal and state laws require Excalibur Charter Schools, Inc. to keep accurate record of time worked in order to calculate employee pay and benefits. Time worked is all the time actually spent on the job performing assigned duties.

Nonexempt employees need to always clock in before they start work and clock out before they leave, as well as clocking in at the beginning of and clocking out at the end of each meal and/or break time. Any hourly employee working four hours or more, needs to take a mandatory 30-minute lunch. Any missed “swipes” by an employee must be recorded on a time sheet during the appropriate time period and signed by his/her campus administrator and sent to the payroll department at the District Office.

Altering, falsifying, tampering with time records, or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment. It is the employees’ responsibility to sign their time records and/or to certify the accuracy of all time recorded. The supervisor will review and then initial the time record or automated report before submitting it for payroll processing. In addition, if corrections or modifications are made to the time record or the automated report, both the employee and the supervisor must verify the accuracy of the changes by initialing the time record.

OVERTIME

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the campus administrator’s prior authorization. Any unauthorized overtime may lead to disciplinary action. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Paid time off will not be considered hours worked for purposes of performing overtime calculations.

Failure to work scheduled overtime or overtime worked without prior authorization may result in disciplinary action, up to and including possible termination of employment.

WORK SCHEDULES

Campus principals will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

MEETING ATTENDANCE REQUIREMENTS

Teachers are required to attend all teacher and/or staff meetings and scheduled trainings. Teacher meetings are traditionally scheduled on a weekly basis and are held at the administrator's discretion.

PAYDAYS

All employees are paid semi-monthly on the 2nd and 17th 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 such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Excalibur Charter Schools, Inc. A Direct Deposit Authorization form is available from the District Office. Employees will receive an itemized statement of wages when Excalibur Charter Schools, Inc. makes direct deposits.

It is the employee's responsibility to update the payroll department and/or Human Resource Manager of any change in address.

ADMINISTRATIVE PAY CORRECTIONS

Excalibur Charter Schools, Inc. takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of their campus administrator so corrections can be made as quickly as possible.

PAY DEDUCTIONS

The law requires that Excalibur Charter Schools, Inc. make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Excalibur Charter Schools, Inc. must also deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Excalibur Charter Schools, Inc. matches the amount of Social Security taxes paid by each employee.

Excalibur Charter Schools, Inc. offers programs and benefits beyond those required by law. Eligible employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs.

Pay deductions may be taken by Excalibur Charter Schools, Inc. to pay off a debt or obligation to Excalibur Charter Schools, Inc. or others.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, your campus administrator can assist in having your questions answered.

PERSONAL APPEARANCE

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image Excalibur Charter Schools, Inc. presents to students and visitors. During business hours or when representing Excalibur Charter Schools, Inc., you are expected to present a clean, professional and modest appearance. You should dress and groom yourself according to the requirements of your position and accepted social standards. Specifically, cleavage, facial piercing and/or tattoos are not appropriate for the educational setting.

USE OF EQUIPMENT AND VEHICLES

Equipment and vehicles 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, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. Any accident or destruction of property while in a school bus/vehicle will require the employee responsible to pay the school's insurance deduction portion of the claim.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment or vehicles, as well as excessive or avoidable traffic and parking

violations, can result in disciplinary action, up to and including termination of employment.

Your supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

USE OF PHONE AND MAIL SYSTEMS

Personal use of the telephone for long-distance and toll calls is not permitted. Employees should practice discretion when making local personal calls and may be required to reimburse Excalibur Charter Schools, Inc. for any charges resulting from their personal use of the telephone. Check with your campus principal concerning the use of personal cell phones on campus.

The use of Excalibur Charter Schools, Inc. paid postage for personal correspondence is not permitted.

COMPUTER AND E-MAIL USAGE

Laptops, computers, computer files, the e-mail system, and software furnished to employees are Excalibur Charter Schools, Inc. property intended for school business use only. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and e-mail usage may be monitored.

Excalibur Charter Schools, Inc. strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Excalibur Charter Schools, Inc. prohibits the use of computers and the e-mail system in ways that are disruptive, offensive to others, or harmful to morale. For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

Excalibur Charter Schools, Inc. purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Excalibur Charter Schools, Inc. does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. Excalibur Charter Schools, Inc. prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate supervisor or campus administrator upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

The equipment, services, and technology provided to access the Internet remain at all times the property of Excalibur Charter Schools, Inc. As such, Excalibur Charter Schools, Inc. reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

INTERNET USAGE

Internet access to global electronic information resources on the World Wide Web is provided by Excalibur Charter Schools, Inc. to assist employees in obtaining work-related data and technology. The following guidelines have been established to help ensure responsible and productive Internet usage.

All Internet data that is composed, transmitted, or received via our computer communications systems is considered to be part of the official records of Excalibur Charter Schools, Inc. and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the business information contained in Internet e-mail messages and other transmissions are accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of Excalibur Charter Schools, Inc. As such, Excalibur Charter Schools, Inc. reserves the right to monitor Internet traffic, and retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a

general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Authorized Internet users should take the necessary anti-virus precautions before downloading or copying any file from the Internet. All downloaded files are to be checked for viruses; all compressed files are to be checked before and after decompression.

Abuse of the Internet access provided by Excalibur Charter Schools, Inc. in violation of law or Excalibur Charter Schools, Inc. policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy.

The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions

- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to business purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling, jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous e-mail messages
- Engaging in any other illegal activities

SECURITY INSPECTIONS

Excalibur Charter Schools, Inc. wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, Excalibur Charter Schools, Inc. prohibits the possession, transfer, sale or use of such materials on its premises. Excalibur Charter Schools, Inc. requires the cooperation of all employees in administering this policy.

Desks and any other storage devices may be provided for the convenience of employees, but remains the sole property of Excalibur Charter Schools, Inc. Accordingly, any agent or representative of Excalibur Charter Schools, Inc. can inspect them, as well as any articles found with them, at any time, either with or

without prior notice. The campus principal needs a key to any and all locked cabinet(s) or desk(s).

Excalibur Charter Schools, Inc. likewise wishes to discourage theft or unauthorized possession of the property of employees, Excalibur Charter Schools, Inc., visitors and students. To facilitate enforcement of this policy, Excalibur Charter Schools, Inc. may inspect not only desks and cabinets, but also persons entering and/or leaving the premises and any packages or other belongings.

Any employee who wishes to avoid inspection of any articles of materials should not bring such items on Excalibur Charter Schools, Inc.'s premises.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and the facilities at Excalibur Charter Schools, Inc., only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances. Because of safety and security reasons, family and friends of employees are discouraged from visiting. In cases of emergency, employees will be called to meet any visitor outside their work area.

All visitors should enter Excalibur Charter Schools, Inc. at the front office. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors. If an unauthorized individual is observed on Excalibur Charter Schools, Inc.'s premises, employees should immediately notify their supervisor or, if necessary, direct the individual to the front office.

SMOKING

In keeping with Excalibur Charter Schools, Inc.'s intent to provide a safe and healthful work environment, smoking on campus and within 500 feet of the campus exterior is prohibited. This policy applies equally to all employees, students, and visitors.

SOLICITATION

In an effort to ensure a productive and harmonious work environment, persons not employed by Excalibur Charter Schools, Inc. cannot solicit or distribute literature in the workplace at any time for any purpose.

Excalibur Charter Schools, Inc. recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

Examples of impermissible forms of solicitation include:

- The collection of money, goods, or gifts for community groups
- The collection of money, goods, or gifts for religious, political, or charitable groups
- The sale of goods, services, or subscriptions outside the scope of official organization business
- The circulation of petitions
- The distribution of literature not approved by the employer
- The solicitation of memberships, fees, or dues

If employees have a message of interest to the workplace, they may submit it to their campus administrator for approval. The campus administrator or whomever he/she designates will post all approved messages.

SAFETY

To assist in providing a safe and healthful work environment for employees, students, and visitors, Excalibur Charter Schools, Inc. has established workplace safety policies and procedures. Safety is a top priority for Excalibur Charter Schools, Inc. The campus administrator has responsibility for implementing, administering, monitoring, and evaluating safety policies on his/her campus. A safe environment depends on the alertness and personal commitment of all. If an accident occurs, seek first aid treatment and/or medical attention and report it to your supervisor immediately. Notify your supervisor as soon as a job-related injury/incident occurs. Your supervisor/campus administrator will follow established procedures.

If you are involved in or witness an accident, you must provide information in order for the appropriate report to be completed. If an accident has not been properly reported immediately to the employee's supervisor, it should be understood that such delay in reporting could result in the denial of a worker's compensation claim.

Excalibur Charter Schools, Inc. provides information to employees about workplace safety and health issues through regular internal communication channels such as staff meetings, bulletin board postings, memos, or other written communications.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations.

Employees must immediately report any unsafe condition to the appropriate supervisor or campus administrator. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary actions, up to and including suspension and/or termination of employment.

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 under the Hazard Communications Law to know about such hazards through Material Safety Data Sheets (MSDS) available at the District Office. Employees are entitled to information about what hazardous substances may be in the work area and the adverse effects of each toxic substance with which you may come in contact with in the workplace. You will be protected against discipline or termination that results from exercising employee rights under the law.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the campus administrator or the appropriate supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

WORKPLACE VIOLENCE PREVENTION

Excalibur Charter Schools, Inc. is committed to preventing workplace violence and to maintaining a safe work environment. Given the increasing violence in society in general, Excalibur Charter Schools, Inc. has adopted the following guidelines to deal with intimidation, harassment, or other threats of (or actual) violence that may occur during business hours or on its premises.

All employees should be treated with courtesy and respect at all times. Employees are expected to refrain from fighting, "horseplay," or other conduct that may be dangerous to others. No person, except a Peace Officer in the line of duty, may bring on any campus a deadly weapon as defined in ARS 13-4-101.1. Violation of this rule is grounds for dismissal, disqualification or eviction (ARS 13-1302).

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated.

This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your campus administrator or superintendent. This includes threats by employees, as well as threats by students, vendors, solicitors, or other members of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a supervisor and/or campus administrator. Do not place yourself in peril. If you see or hear a commotion or disturbance near your workstation, do not try to intercede or see what is happening.

Excalibur Charter Schools, Inc. will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. In order to maintain workplace safety and the integrity of its investigation, Excalibur Charter Schools, Inc. may suspend employees, either with or without pay, pending an investigation. Anyone determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Excalibur Charter Schools, Inc. encourages employees to bring their disputes or differences with other employees to the attention of the campus administrator before the situation escalates into potential violence. Excalibur Charter Schools, Inc. is eager to assist in the resolution of employee disputes and will not discipline employees for raising such concerns.

LIFE-THREATENING ILLNESSES IN THE WORKPLACE

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Excalibur Charter Schools, Inc. supports these endeavors as long as employees are able to meet acceptable performance standards. As in the case of other disabilities, Excalibur Charter Schools, Inc. will make reasonable accommodations in accordance with all legal requirements, to allow qualified employees with life-threatening illnesses to perform the essential functions of their jobs.

Medical information on individual employees is treated confidentially. Excalibur Charter Schools, Inc. will take reasonable precautions to protect such information from inappropriate disclosure. Administrators and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

EMPLOYEE CONDUCT AND WORK RULES

To ensure orderly operations and provide the best possible work environment, Excalibur Charter Schools, Inc. expects employees to follow rules of conduct that will protect the interests and safety of all employees and the organization. It is not possible to list all the forms of behavior that are considered unacceptable in the workplace.

The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- Personal use of company gas or credit cards
- Falsification of expense reports
- Theft or inappropriate removal or possession of property
- Falsification of timekeeping records

- Working under the influence of alcohol or illegal drugs
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace, while on duty, or while operating employer owned vehicles or equipment
- Fighting or threatening violence in the workplace
- Boisterous or disruptive activity in the workplace
- Negligence or improper conduct leading to damage of employer or student owned property
- Insubordination or other disrespectful conduct
- Violation of safety or health rules
- Smoking in prohibited areas
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or any absence without notice
- Unauthorized absence from work station during the workday
- Unauthorized use of telephones, mail system, or other employer owned equipment

DRUG AND ALCOHOL USE

It is Excalibur Charter Schools, Inc.'s desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a satisfactory manner.

While on Excalibur Charter Schools, Inc. premises and while conducting business-related activities off premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger

other individuals in the workplace. The campus principal is responsible for making this determination.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

Employees with questions or concerns about substance dependency or abuse are encouraged to use the resources provided through the employee's insurance carrier. They may also wish to discuss these matters with their campus administrator to receive assistance or referrals to appropriate resources in the community.

Employees with drug or alcohol problems that have not resulted in, and are not the immediate subject of, disciplinary action may request approval to take unpaid time off to participate in a rehabilitation or treatment program through Excalibur Charter Schools, Inc.'s health insurance benefit coverage. Leave may be granted if the employee agrees to abstain from use of the problem substance; abides by all Excalibur Charter Schools, Inc. policies, rules, and prohibitions relating to conduct in the workplace; and if granting the leave will not cause Excalibur Charter Schools, Inc. any undue hardship or the employee has not had his/her fingerprint clearance card revoked.

Under the Drug-Free Workplace Act, an employee who performs work for a government contract or grant must notify Excalibur Charter Schools, Inc. of a criminal conviction for drug-related activity occurring in the workplace. The report must be made within five days of the conviction.

Employees with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their campus administrator without fear of reprisal.

WORK PLACE HARASSMENT

Excalibur Charter Schools, Inc. is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation or any other legally protected characteristic will not be tolerated on district property and during employment-related circumstances.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body sexually degrading words used to describe an individual, or suggestive or obscene letters notes or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements or invasion of personal space.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of employment;
2. Submission or rejection of the conduct is used as a basis for making employment decisions, or;
3. Conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to your supervisor campus administrator and/or superintendent. If your supervisor or campus administrator is unavailable or you believe it would be inappropriate to contact that person, you should immediately contact the superintendent. You can raise concerns and make reports without fear of reprisal or retaliation.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation.

Any supervisor who becomes aware of possible sexual or other unlawful harassment must immediately advise the campus administrator and/or superintendent so it can be investigated in a timely and confidential manner. Anyone engaging in sexual or other unlawful harassment will be subject to disciplinary action, up to and including termination of employment.

ATTENDANCE AND PUNCTUALITY

To maintain a safe and productive work environment, Excalibur Charter Schools, Inc. expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees and on Excalibur Charter Schools, Inc. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor and/or

campus administrator as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive and may lead to disciplinary action, up to and including termination of employment.

PROGRESSIVE DISCIPLINE

The purpose of this policy is to state Excalibur Charter Schools, Inc.'s position on administering equitable and consistent discipline for unsatisfactory conduct in the workplace. The best disciplinary measures are the ones that do not have to be enforced and come from good leadership and fair supervision at all employment levels.

Excalibur Charter Schools, Inc.'s own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Although employment with Excalibur Charter Schools, Inc. is based on mutual consent and the employee, Excalibur Charter Schools, Inc. has the right to terminate employment at will, with or without cause or advance notice. Excalibur Charter Schools, Inc. may use progressive discipline at its discretion.

Disciplinary action may call for any of the following four steps:

1. Verbal warning
2. Written warning
3. Suspension with or without pay
4. Termination of employment (depending on the severity of the problem and the number of occurrences)

There may be circumstances when one or more of the aforementioned steps are bypassed.

Progressive discipline means that, with respect to most disciplinary problems, these steps may be followed: a first offense may call for verbal counseling; a next offense

may be followed by written counseling; another offense may lead to a suspension; and, still another offense may lead to termination.

Excalibur Charter Schools, Inc. recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or, in extreme situations, termination of employment, without going through the usual progressive discipline steps.

While it is impossible to list every type of behavior that may be deemed a serious offense, the Employee Conduct and Work Rules policy includes examples of problems that may result in immediate suspension or termination of employment. However, the problems listed are not all necessarily serious offenses, but may be examples of unsatisfactory conduct that may trigger progressive discipline and/or termination.

By using progressive discipline, we hope that most employee problems can be corrected at an early stage, benefiting the employee and Excalibur Charter Schools, Inc.

GRIEVANCE PROCEDURE

An effort should be made to resolve the issue with the person against whom the employee has the complaint. If unable to resolve at a personal level, a written description of the complaint should be filed with the campus administrator, who will meet with those involved in the matter, and who will render a decision on the matter.

If the campus administrator cannot resolve the issue, a written description of the complaint should be filed with the Superintendent. If the Superintendent cannot resolve the issue, a written description of the complaint should be filed with the Secretary of the Governing Board, who will refer the matter to the School Board of Directors. The Board will hold a hearing, to which those involved in the grievance shall be invited. Appropriate due process rights will be observed. The first meeting

will be held within 30 days of the filing of the grievance. The Board will reach a decision within 30 days of the first meeting. The decision of the Board is final.

RESIGNATION

Resignation is a voluntary act initiated by the employee to terminate employment with Excalibur Charter Schools, Inc. Classroom Assistants who desire to resign from school employment are expected to provide two weeks notice; teachers are to provide three weeks notice; administrators are to provide four weeks notice. Notice of resignation shall be in writing to the campus principal.

REDUCTION IN FORCE (RIF)

Financial Exigency Policy and Staff Reduction Procedures mean a demonstrably bona fide, imminent financial crisis, which threatens the viability of Excalibur Charter Schools, Inc., which cannot be alleviated by means other than reduction in force. A state of financial exigency shall exist upon Board declaration.

Determination of employees included in Reduction in Force shall be based upon the job classifications within the department or departmental program affected by the reduction in accordance with the following:

- The overall rating of their most recent written performance appraisal
- An employee who cannot satisfactorily perform the remaining work will be selected
- Once the effective date of the reduction has been identified, affected employees will be notified in writing of the reason for the reduction and the effective date.

EMPLOYMENT TERMINATION

Termination of employment is an inevitable part of personnel activity within any organization and many of the reasons for termination are routine. Below are examples of some of the most common circumstances under which employment is terminated:

- Resignation - voluntary employment termination initiated by an employee.
- Discharge - involuntary employment termination initiated by the organization.
- Layoff - involuntary employment termination initiated by the organization for non-disciplinary reasons.
- Retirement - voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Employees will receive their final pay in accordance with applicable state law. Employee benefits will be affected by employment termination in the following manner. Health benefits will cease on the last day of the month of termination of employment. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

RETURN OF PROPERTY

Employees are responsible for items issued to them by Excalibur Charter Schools, Inc. or in their possession or control, including, but not limited to the following:

- Keys
- Instructional aids purchased by the school
- Textbooks
- Supplies purchased by the school
- Grade Book

Employees must return all Excalibur Charter Schools, Inc. property immediately upon request or upon termination of employment. Where permitted by applicable laws, Excalibur Charter Schools, Inc. may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Excalibur Charter Schools, Inc. may also take **all action** deemed appropriate to recover or protect its property.