



Employee Handbook

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INTRODUCTION



This manual contains *staff personnel policies as approved by the Board of Directors of **Tucson Youth Development, Inc and ACE/YouthWorks Charter High Schools.

Operating procedures are an ongoing changing process. New issues and problems require that new procedures be developed and that others be revised.

This manual provides the framework for the management and ***administration of all TYD operations.

The following Personnel Policies and Procedures of TYD do not constitute terms and/or conditions of an employment contract, and may be modified by TYD at any time with or without notice. Written contracts signed by both parties which provide for a specific term of employment (hereinafter in these policies, employees having such a contract will sometimes be referred to as "contract employees" or "contracted employees"). All other employment at Tucson Youth Development, Inc. is "at will employment," meaning that it can be terminated at any time by Tucson Youth Development, Inc., for any reason or for no reason, with or without cause and nothing contained in these Policies and Procedures should be construed to the contrary. Any written or oral statement to the contrary by any agent, servant, employee or director of Tucson Youth Development, Inc., is invalid and unauthorized, and should not be relied upon by any employee or prospective employee.

The contents of these personnel policies and procedures are mere guidelines and do not constitute terms of a contract of employment (or any part of such a contract) nor do they constitute any guarantee or promise of continued employment or a representation or promise that that these policies and procedures will be continued in force. The Board of Directors of TYD, and, with the approval of the Board of Directors, the Executive Director of TYD has, reserves and retains the right to amend, revise, supplement; modify and/or eliminate any and all such policies.

PROCEDURES OUTLINED IN THIS MANUAL ARE DESIGNED TO COMPLY WITH ALL FEDERAL, STATE AND LOCAL RULES AND STATUTES, INCLUDING BUT NOT LIMITED TO THOSE RELATING TO HEALTH, SAFETY, AND CIVIL RIGHTS.

From time to time you will receive supplements or/and modifications to our Personnel Policies. These supplements and/or modifications will update and revise present policy and practices whenever deemed necessary. You must study the revised supplements carefully prior to placing them in your Policy Manual. Should you have any questions concerning the intent of these or any new procedures in your Policy Manual, please immediately contact the Executive Director.

*staff – all employees, volunteers, and other participants in the programs of TYD

**Tucson Youth Development, Inc., ACE Charter High School, and YouthWorks may be referred to as TYD in this document.

***administration- the person(s) Executive Director or designee, Board of Directors, who make up a body for the purpose of managing or directing TYD.

Revised August 2017

SECTION I: OPERATIONAL POLICIES AND PROCEDURES

FINGERPRINTING REQUIREMENTS

All newly hired personnel who will be working directly with youth shall have or obtain a Class One Fingerprint Card from the Arizona Department of Public Safety as a condition of employment. This includes volunteers unless they are parents or guardians etc. Volunteer personnel who are not paid employees of TYD and who are not either the parents or the guardians of students who attend TYD are not required or allowed to provide services directly to students without the supervision of a certificated employee. Staff personnel, not previously working directly with students, transferring to a position working with students must obtain a Class One Fingerprint Card from the Arizona Department of Public Safety.

Employee Certification

Individuals shall certify on notarized forms whether they are awaiting trial on or have ever been convicted of or admitted in open court pursuant to a plea agreement committing any of the following criminal offenses in Arizona or similar offenses in any other jurisdiction:

- Sexual abuse of a minor
- Incest.
- First or second degree murder
- Kidnapping
- Arson
- Sexual assault
- Sexual exploitation of a minor
- Felony offenses involving contributing to the delinquency of a minor.
- Commercial sexual exploitation of a minor
- Felony offenses involving sale, distribution, or transportation of, offer to sell, transport, or distribute, or conspiracy to sell, transport, or distribute marijuana or dangerous narcotic drugs
- Felony offenses involving the possession or use of marijuana, dangerous drugs, or narcotic drugs
- Misdemeanor offenses involving the possession or use of marijuana or dangerous drugs.
- Burglary in the first degree.
- Burglary in the second or third degree
- Aggravated or armed robbery
- Robbery.
- A dangerous crime against children as defined in A.R.S. 13-604.01
- Child abuse
- Sexual conduct with a minor
- Molestation of a child
- Voluntary manslaughter
- Aggravated assault
- Assault
- Exploitation of minors involving drug offenses

TYD may refuse to hire or may review or terminate personnel who have been convicted of or admitted committing any of the criminal offenses above or a similar offense in another jurisdiction. In considering whether to hire or terminate the employment of a person, the TYD' Board shall take into account the factors listed in A.R.S. 15-512 (E).

Before employment of any individual, TYD 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 as prescribed in section 15-512, subsection F. TYD shall notify the department of public safety if it or its sponsor receives credible evidence that a person who possesses a valid fingerprint clearance card is arrested for or is charged with an offense listed in section 41-1758.03, subsection B.

TYD may hire personnel that have not yet received a fingerprint clearance card if proof is provided of the submission of an application to the department of public safety for a fingerprint clearance card and if TYD does all of the following:

- (a) Documents in the applicant's file the necessity for hiring and placement of the applicant before receiving a fingerprint clearance card.
- (b) Ensures that the department of public safety completes a statewide criminal history information check on the applicant. A statewide criminal history information check shall be completed by the department of public safety every one hundred twenty days until the date that the fingerprint check is completed.
- (c) Obtains references from the applicant's current employer and the two most recent previous employers except for applicants who have been employed for at least five years by the applicant's most recent employer.
- (d) Provides general supervision of the applicant until the date that the fingerprint card is obtained.
- (e) Completes a search of criminal records in all local jurisdictions outside of this state in which the applicant has lived in the previous five years.
- (f) Verifies the fingerprint status of the applicant with the department of public safety. REF: A.R.S. 15-512, 15-183.C(4) (6)

JOB DESCRIPTION AND SALARY ADMINISTRATION

There is a written job description for each position. In general, the description covers: the purpose of the job, the work to be done, the supervision over the work, the qualifications required, and, where appropriate, working conditions affecting the job.

The Executive Director has ultimate responsibility for the development of job descriptions, and approves all staff job descriptions other than his/her own, which is approved by the Board. Where there is an incumbent in the job, he/she may be requested to participate in the preparation of the description or its revision. Job descriptions are revised when a substantive change in work assignment occurs. In addition, all job descriptions are reviewed periodically to assure that they reflect current responsibilities. Salary ranges are established for each job. These are reviewed periodically to assure that they are realistic in terms of local salary levels and in relation to the responsibilities of the job as well as conforming to Federal and State legislation.

All salaries are contingent upon budget limitations.

EVALUATIONS

The Executive Director or his/her designee shall, to the extent reasonably practicable, no less frequently than annually, evaluate each Core, Contract and Classified member of staff (or designate same to appropriate supervisors). Such evaluations shall be read to and discussed with each staff member. This evaluation shall become part of employee's personnel file.

HOURS OF OPERATION

The regular hours of operation shall be from 8:00 AM to 5:00 PM Monday-Friday with one hour for lunch. Hours for Temporary staff are dictated by projects.

INITIAL EMPLOYMENT PERIOD

Except where otherwise specified, there shall be an Initial Employment period of 60 calendar days for exempt and non-exempt staff. Employees who successfully complete the initial employment period will continue under the appropriate category.

SAAll employment with TYD, except in the case of employees who have a written contract, signed by the employee and by TYD for a specified period of time, is “at will” employment, meaning that either TYD or the employee may terminate the employment at any time, with or without notice, and with or without cause, at any time during or after the initial employment period. No reason need be given on a dismissal notice, if any.

PAYROLL DEDUCTIONS

Approved salary deductions include Federal and State withholding taxes, Social Security (FICA) and Medicare, voluntary contributions to credit union or banks, approved insurance and retirement plans.

PAY DATES

All staff shall be paid on a bi-weekly basis. Staff will be paid only for time earned. No advance payments may be made. All staff, except contracted employees, and exempt employees will be required to fill out an electronic timesheet. Each supervisor is responsible for approving the form via payroll service provider.

OVERTIME

All overtime must be requested in writing to the Executive Director, and approved in writing, before overtime hours are worked. For the purposes of this section, “overtime hours” means hours worked in excess of 40 hours in any one work week.

Executive, administrative, and other “exempt” staff (“exempt” from the overtime provisions of the Fair Labor Standards Act (“FLSA”)) are required from time to time to work beyond the forty (40) hour week in order to carry out the program requirements. These employees are expected to perform such work without additional compensation.

When an exempt staff member has worked a considerable amount of time in excess of the regular workweek, the Executive Director is authorized (but not required) to grant compensatory time off. This is not on an hour-for-hour basis, but on a reasonable basis in relation to the overtime worked, at the sole discretion of the Executive Director.

To fulfill the purpose for which it is intended, arrangements should be made for it to be taken as soon after it has been accumulated as possible, but must be taken within a month and is not cumulative. Any preapproved overtime hours worked by non-exempt employees shall be compensated at time and a half rates. Compensatory time in lieu of overtime pay is not permitted. All FLSA rules will be followed.

Non-Exempt Staff

Working off the clock without the express prior written approval by the Executive Director to perform work duties is prohibited for non-exempt employees.

FRINGE BENEFITS

1. Social Security (including Medicare): TYD’s participates in Social Security coverage, including Medicare. TYD and employees share the cost. Employee contributions are made through payroll deductions.

2. Worker’s Compensation: TYD provides benefits under the State Workers Compensation Law. To the extent provided by law this assures compensation for loss of wages due to injury or illness which occurs in or as a result of employment, pays necessary related medical expenses, dependent survivor’s benefits, and specifies a lump sum payment in the event of death, all in the manner provided by law. Absences covered by Worker’s Compensation Insurance are not charged against the staff member sick leave. The staff member is dropped from the payroll as soon as Worker’s Compensation payments for wage loss begin. To assure proper protection, any accident which occurs on the job should be reported, even if there are no injuries apparent at the time. Forms for this purpose are available in the TYD office.

3. Unemployment Compensation: provisions of State Unemployment Compensation laws cover TYD employees.

4. Health Insurance: Full time core, full time special projects, full time classified, and full time contracted staff: TYD provides all or a part of the premiums, as determined by the TYD Board of Directors. These benefits are subject to modification or elimination at the sole discretion of the TYD Board of Directors.

5. Health Insurance for Dependents of full time core, full time special projects full time classified, and full time contracted staff: Employees must pay for any additional dependent insurance. A new employee shall be eligible for this plan only after successful completion of the time period required by the insurance contract.

6. Health Reimbursement Account (HRA): Full time core, full time special projects, full time classified, and full time contracted staff: TYD provides all or a part of the premiums, as determined by the TYD Board of Directors. These benefits are subject to modification or elimination at the sole discretion of the TYD Board of Directors.

7. Dental Insurance: (full-time core, full-time special projects, full time classified and full-time contracted staff). TYD provides all or a part of the premiums for such employees, as determined by the TYD Board of Directors. These benefits are subject to modification or elimination at the sole discretion of the TYD Board of Directors.

Employees must pay for any additional dependent insurance. A new employee shall be eligible for this plan only after successful completion of the time period required by the insurance contract.

8. Retirement Plan: Eligibility to be determined according to retirement plan and/or IRS provisions and subject to modification or elimination at the sole discretion of the TYD Board of Directors. TYD will match up to 5% of an employee's gross salary voluntarily withheld from paychecks into his/her retirement account. There are currently no fees assessed by the Plan provider (American Funds) and all funds contributed by both the employee and the employer are immediately vested in the employee's name. The amount deposited may not exceed Federal limitations for such a plan.

9. Tuition Reimbursement: All benefit eligible employees of Tucson Youth Development may receive up to \$3,000 per fiscal year of reimbursement for training and education expenses based on the following rationale and criteria.

Rationale: The Executive Director and Tucson Youth Development (TYD) Board of Directors believe that this benefit should be available equally to staff in all TYD programs. The Tuition Reimbursement Policy is expanded on the date indicated below to allow for reimbursement beyond tuition for college and academic courses to include training, workshops, seminars and other types of education that not only relate directly to the technical skills required for specific jobs such as teaching, but also apply to the employability skills of all organizational staff.

1. Criteria: Time in Service

- Employee must pass the probationary period (60 days) (*only benefit-eligible employees*).
 - a) Employees using the benefit for the Arizona Educator Proficiency (AEPA) or the National Evaluation Series (NES) assessments are eligible for this benefit immediately upon hire. In order to be eligible for reimbursement of AEPA and/or NES assessment costs, the employee must provide documentation that he/she has achieved a score on the assessment that demonstrates proficiency in the content area assessed.
- 1-year commitment to work for the organization *after* receiving the benefit (regardless of the amount of the benefit).

2. Criteria: Evidence of Successful Course Completion

- Employee must provide evidence of a "C" or higher or a "pass" on pass/fail grading criteria.
 - a) For training that is not college course work and/or is not graded on a standard letter grade or pass/fail criteria, employee must provide evidence of having completed the requirements of the training. This evidence may be a certificate of completion from the training provider.
- Must provide transcripts for reimbursement.

- a) For training that is not college course work and/or is not graded on a standard letter grade or pass/fail criteria, employee must provide evidence of having completed the requirements of the training. This evidence may be a certificate of completion from the training provider.
3. Criteria: Relevance to Job Responsibilities
- Must be relevant to job track or responsibilities or meet an organizational need.
 - a) This may include courses, training, workshops, seminars and other types of education that relate directly to technical skills required for specific jobs. It may also include education and training that improves individual employee's ability to do their job effectively through improved communication, self-confidence, leadership development, or other intrinsic exemplars.
 - Training and/or education will be used toward a Professional Growth Plan.
 - a) Requests for reimbursement for all courses, training, workshops, seminars and other types of education will be supported by a Professional Growth Plan.
 - b) Any course, training, workshop, seminar or other type of education must be reviewed and determined eligible for reimbursement by the employee's supervisor and Executive Director prior to enrolling or committing to attend in order for the cost of the training to be considered reimbursable.
4. Credit Course vs. Professional Development
- Reimbursement will pay for tuition, books and/or AEPA/NES testing and must lead to credit, certification, and/or endorsements.
 - a) Tuition reimbursement may be used for tuition for courses as well as training, conference, workshops, seminars, and other types of training that improves job specific technical skills as well as other behaviors that will improve an employee's ability to do their job and contribute to the viability of the organization. Reimbursement may include costs for books and AEPA/NES testing.

Except to the extent required or prohibited by law, all of the foregoing provisions are subject to modification or elimination at the sole discretion of the TYD Board of Directors.

ABSENTEEISM

Absences from scheduled work periods, which are not defined or authorized under this policy, shall be classified as unauthorized absences.

If the employee finds that he/she will be unavoidably detained or unexpectedly absent, the employee is responsible for notifying his/her immediate supervisor or program director no later than one (1) hour after the starting time of the work schedule by 9:00 AM. Supervisors are responsible to notify Executive Director employee's absence.

If after consultation with the Executive Director the employee continues to have excessive unauthorized absences this may be cause for disciplinary action to be taken, up to and including dismissal, for reasons which may include charges of insubordination. This notice does not constitute a modification of the employment-at-will doctrine.

FAMILY MEDICAL AND LEAVE OF ABSENCE

Family Medical Leave Act (FMLA): Employees who qualify for a Leave under the Family Medical Leave Act of 1993 (See the attached appendix for details)

TYD will grant a leave of absence to regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to 12 weeks in any 12-month period (or longer if required by applicable state or local law).

An employee must have completed at least one full year of service with TYD and have worked a minimum of 1,250 hours in the 12-month period preceding the leave TO BE ELIGIBLE FOR SUCH LEAVE. In addition, to be eligible for

leave, an employee must work at a TYD facility that employs at least fifty employees at that facility or within seventy-five miles of that facility. Employees who do not meet these requirements may apply for a leave of absence subject to the conditions described elsewhere in this policy.

Employees may not perform work of any nature on a self-employed basis or for others during a Family Medical Leave. (See Appendix for FMLA details.)

JURY DUTY OR MILITARY LEAVE

It is recognized by the TYD Board that no employee is exempt from jury duty and that leaves of absence for such duty must be granted. In addition, the TYD'S Board recognizes the fact that its employees have citizenship responsibilities. In order to make it possible for employees to carry out their responsibilities to the city, county, state or federal government, the TYD'S Board will grant leaves, for jury duty, when called, and to attend required annual field training exercises for the Military Reserve or National Guard if the employee timely submits a copy of said notice to the Executive Director.

When an employee receives notice that requires jury duty or military leave, it is the responsibility of the employee to notify the Executive Director. A copy of the Jury Duty Notice or appropriate orders must be presented to the Executive Director immediately upon receipt.

When called for jury duty, an employee may elect to return to TYD the jury duty pay and receive regular daily pay rate. However, if the employee chooses not to return TYD and said jury duty pay, then the employee shall be on unpaid leave of absence.

An employee ordered to active (two weeks) duty status will be considered on "Excused Leave without pay", provided, however, that if an employee has annual leave available he/she may use that paid annual leave to the extent that it is available. A copy of the order must be presented to the Executive Director.

BEREAVEMENT LEAVE

In the event of a death in the immediate family and with approval of the Executive Director, an employee may be absent for a period not to exceed three (3) work/school days, with no loss in pay.

DONATED TIME

An employee eligible to receive sick leave under the terms of this policy, will be eligible for donated sick leave from TYDs' employees if he/she has exhausted his or her annual leave and sick leave. The sick employee would receive "donated" pay at the lower of the pay rate of the donating employee or the sick employee.

The Executive Director must receive the request for donated time in writing, with proper medical certification documenting a significant health issue. The Executive Director will issue a written approval to the employee and the payroll department. Employees wishing to donate time must submit permission, in writing, to the Executive Director. It is important for the person donating time to have a sufficient bank of time to cover their needs. If the Executive Director feels the donating employee does not have a sufficient bank of time, the donation may be denied. Eligibility for amount of leave the employee is to receive will be based on length of time employed at TYD. Final approval of hours donated will be made by the Executive Director taking into consideration the number of the hours available to the donating employee; his or her general health and past uses of such hours. Employees will be prohibited from donating any hours which would take the donating employee's available sick hours under 80 hours.

DRESS POLICY

Realizing:

- that all faculty and employees of Tucson Youth Development, Inc. serve as role models and leaders with the clients, interns, and students with whom we work, all faculty and employees (at-will and contract) are expected to dress in a manner presenting an appearance that is business casual, workplace appropriate and professional.

- that the primary purpose of our organization is youth achievement, safety and welfare which is directly impacted by professionals' expectations, conduct, attire and modeling or respect for self and others
- that, if we set high expectations for program outcomes, we must model high expectations from our staff.

The Board and Administration of Tucson Youth Development, Inc., believes that all employees should dress in a professional manner, setting an example of appropriate workplace attire for the students who participate in our programs and attend ACE and YouthWorks Charter High Schools.

Dress expectations include:

- All employees shall be neat and clean when reporting to work.
- Clothing shall be free from frays, holes, or tears and should not expose undergarments, buttocks, chests or midriffs. **Jeans are not permitted except as indicated below.**
- Tops and shirts should not be transparent, tight, low-cut, strapless, or showing undergarments. Provocative clothing and clothing exposing cleavage is inappropriate workplace attire.
- Clothing and exposed body art shall be free from
 - a. Profanity
 - b. Obscene gestures
 - c. Sexually graphic pictures or references
 - d. Supportive references to alcohol, cigarettes, drugs or sexual activity
 - e. Messages degrading others on the basis of race, color, religion, ancestry, national origin, gender, political orientation, sexual orientation or disability
- Sexually provocative clothing is considered unacceptable workplace attire
- No gang related apparel or items are permitted
- Caps, hats, and sunglasses may be worn outside only
- Shoes or sandals must be worn. Flip-flops are not considered to be sandals. Tennis shoes are not to be worn with the exception of job duties that require employees to work in locations where tennis shoes are appropriate except as noted below. Questions regarding locations where tennis shoes are appropriate should be discussed with supervisor.
- All employees will abide by all health and safety rules.

Specifically prohibited clothing includes:

- Extremely revealing or short garments
- Shorts, short skirts, short dresses, transparent or see through leggings
- Garments must be longer than the tips of fingers extended down leg.
- Tube tops, net or mesh tops, swimsuits, strapless tops, spaghetti strap tops, halter tops, plunging necklines, backless dresses or shirts, corsets, bustier, muscle shirts, garments with plunging necklines.

Fridays: Fridays may be considered casual dress days. Faculty and staff may choose to wear jeans on Fridays provided that all attire is appropriate for the workplace and professional. Tennis shoes may be worn on these days.

Consequences: The Executive Director will take action if/when the dress code policy is not being followed by a staff member. After one written warning, any person coming to work in inappropriate attire may be required to change clothing and shall sign out for the required time (unpaid leave).

WORK RELATED ACCIDENT PROCEDURES

All accidents occurring during the course of employment must be reported to a supervisor immediately, regardless of how minor. A written report will be completed by the supervisor and staff member and submitted to the Human Resources Department within 24 hours of occurrence. Each report will contain time, place and description of accident, names of parties and witnesses involved, and the nature of injuries to individuals or property, and describe any action taken to prevent such injuries in the future.

If a work related injury has occurred and requires medical attention you need to pick up proper paperwork from the TYD office to take to your physician. A preferred list of Workers Compensation providers is available at the TYD Office.

EMPLOYEE RESIGNATION

Employees planning to resign are expected to give written notice to their supervisor at least two weeks in advance. The Executive Director should give at least four week notice. The Executive Director's notice is submitted to TYD's Board of Directors, through the President. During the initial employment period, one week's notice is required of all staff.

Normally an employee is expected to work during the notice period, although TYD may give pay in lieu of work during the notice period.

EXIT INTERVIEW

Whenever possible, an exit interview conducted by someone other than the immediate supervisor is held with an employee terminating. An opportunity will be provided during the notice period for the Executive Director, or a delegated representative, to interview the terminating employee to ascertain the basic cause of termination.

At the exit interview the employee shall return any TYD property under his/her care. In addition, an employee must complete records of work in progress and submit these records to his/her supervisor.

Upon separation from TYD all accumulated unused annual leave and unused personal leave will be paid to the employee (if termination occurs during the initial employment period, annual leave and personal leave will not be paid); unused sick leave is not paid upon termination. The employee shall receive his/her termination check within three working days or the end of the next regular pay period, whichever is sooner. The Board President will clear the Executive Director in a similar manner.

Ref: ARS §23-353

CATEGORIES OF MISCONDUCT

Staff members may be disciplined for infractions that include, but are not limited to, the following categories:

- Engaging in unprofessional conduct
- Harassment of any type (as described in the harassment section of this policy)
- Intimidating, threatening, or verbally or physically abusing another person
- Retaliation for reporting harassment
- Exhibiting incompetence in their work
- Exhibiting inefficiency in their work
- Exhibiting improper attitudes
- Neglecting their duties or inattention to duties
- Engaging in acts of insubordination
- Failure to comply with safety regulations and instructions
- Interfering with, obstructing, or otherwise hindering an employee or student in their performance
- Discourteous treatment of the public, students, or fellow employees
- Immoral conduct
- Revealing, disclosing or making available any confidential or private information to any person not authorized or entitled to receive it, or who does not need to know. Acting in a reckless, irresponsible, and negligent to wanton way that might lead to or make possible the unauthorized disclosure of classified information.
- Removing private or classified information from the TYD premises or job sites
- Engaging in acts of dishonesty
- Reporting to work under the influence of alcohol/drugs and/or use of alcohol/drugs while on the job
- Engaging in the unlawful use of narcotics or habit-forming drugs
- Being absent without leave
- Demonstrated physical or mental unfitness to perform

- Conviction of a crime involving moral turpitude and conduct while on or off duty, which tends to cause scandal to TYD.
- Engaging in improper political activity
- Excessive absenteeism. Excessive absences without leave.
- Claims of assault or the threat of assault, (if proven will result in discharge)
- Repeated violations of the Dress Code
- Misuse of technology equipment
- Disregard of the policy regarding use of technology equipment
- Defacing, damaging, or destroying property of TYD job sites, or another employee
- Any other conduct or behavior which, in the reasonable exercise of discretion, is deemed by TYD to constitute just cause for disciplinary action

DISCIPLINARY/DUE PROCESS PROCEDURES

Contract Employees

If the Executive Director intends to suspend without pay or dismiss before the termination of the term of contract a contract employee whose contract of employment has a definite term, the employee shall be given notice of the intention and the reasons therefore and an opportunity to provide reasons, at a meeting or in writing, at the option of the employee, to provide reasons why the intended action should not occur. Thereafter, after considering the reasons provided, the Executive Director shall decide whether to impose any discipline, and, if so, what discipline to impose. An employee may appeal to the TYD Board the Executive Director's decision to suspend without pay or dismiss the employee in the manner hereinafter set forth.

At Will Employees

The procedures set forth below are merely guidelines. Nothing contained in this section or elsewhere in these policies shall be deemed to modify or eliminate the application of the employment-at-will relationship between TYD and any of its agents, servants or employees who are not contract employees as described in these policies. All discipline, up to and including dismissal of employees of TYD is at the discretion of the Executive Director.

The continuance of employment with TYD depends upon satisfactory performance of responsibilities and conduct benefiting the organization. The employee's cooperation in enhancing TYD's goals objectives through good public relations and appropriate standards of professionalism will assist in achieving these goals. In the event that a disagreement arises, a grievance process is available to all employees except temporary, part-time or employees in their initial employment period.

In cases where a supervisor deems that serious disciplinary action is required, the Executive Director shall be contacted prior to the implementation of such action. Staff members shall be informed of the specific reasons and shall be advised of their right to appeal. Such information must be provided in writing with a copy to the Executive Director.

Disciplinary action other than suspension without pay or dismissal shall be considered for the correction of deficiencies in the performance or conduct of productive employees who otherwise warrant retention. For this reason, such actions should be taken only to the degree of severity necessary to obtain the required improvement. Recommendations for suspension or dismissal must be submitted to the Executive Director.

In the interest of equity in applying disciplinary action, and because of the increasing complexity of employee rights at both state and federal levels, the Executive Director is to be consulted before the initiation of any disciplinary action.

If the Executive Director finds sufficient cause to suspend without pay or dismiss the employee, no statement of charges need be provided to the at-will employee. At-will employees are not entitled to a pre-action notice or meeting, but are entitled to an appeal hearing as hereinafter set forth

HEARING PROCEDURE

1. When a full time core, full time special projects, full time classified, and/or contracted employee is suspended without pay or discharged by the Executive Director the employee shall be informed in writing of his/her Rights of Appeal to the Tucson Youth Development Board of Directors.
2. An employee may appeal the Executive Director's decision to the Board of Directors. This appeal must be made in writing within ten (10) working days of the notification of the decision to suspend or terminate.
3. The TYD Board of Directors shall, to the extent practicable, within thirty (30) working days and with not less than ten (10) working days notice, hold a hearing on the suspension without pay or dismissal of an at-will staff member.
4. The hearing shall be brief and informal, and technical rules of evidence and procedure shall not apply. The Board may determine whether to permit or require testimony.
5. The TYD Board of Directors shall hear the appeal and decide whether to uphold, deny or modify the decision of the Executive Director. This decision shall be made within ten (10) working days after the conclusion of the appeal hearing. The decision of the Board is final.

This appeal policy shall not be applicable to temporary or part-time employees or to employees who have not completed the initial employment period. These categories of employees are subject to dismissal at the discretion of the TYD Board of Directors or the Executive Director and shall have no expectation of continued employment, and have no appeal rights.

GRIEVANCE POLICY

Tucson Youth Development ("TYD") values effective communication. The purpose of this Employee Grievance Policy ("Policy") is intended to provide a timely and effective method for non-supervisory employees to resolve concerns, disputes and complaints regarding their employment.

In this Policy, "grievance" means a request by an employee for personal relief in relation to a matter of concern about or dissatisfaction with the employee's terms and conditions of employment, including hours of employment, compensation, fringe benefits, or interpretation or application of a TYD personnel policy that directly affects the employee **or inequitable treatment of employees.**

This Policy shall not apply to, and the term "grievance" shall not encompass, an employee's disagreement with:

- a) Educational policies and curriculum-related decisions.
- b) Decisions previously made by the Governing Board.
- c) Individual evaluations.
- d) Discipline or termination of employment.
- e) Complaints of discrimination.

Level One – Initial Meeting with Administrator

TYD encourages informal resolution of grievances. Before filing a formal written grievance, an employee must first attempt to resolve the problem by bringing the matter to the attention of the lowest-level administrator having line-level supervisory authority over the employee and requesting an informal meeting to discuss the matter with the administrator.

To be timely, an employee must initiate in writing through e-mail or other written documentation an informal discussion with the administrator within **ten** (10) working days after the employee knew, or should have known, of the events or circumstances giving rise to the grievance (unless there are extenuating circumstances.) The administrator has **five** (5) working days to provide documentation of the outcome of the meeting to the employee and human resources.

Level Two – Written Grievance to Administrator

Within **five** (5) working days of the date of the documented informal meeting, the employee may file a written level two grievance with the administrator if the employee is not satisfied with the administrator's proposed resolution of the matter, or if the administrator does not propose a resolution.

A level two grievance shall include:

- A clear and concise statement of the problem and the dates of any relevant incidents/meetings.

- A reference to the applicable paragraphs of any TYD Policy that is involved in the grievance.
- One or more suggestions on ways to resolve the problem.

Upon receipt of a written level two grievance, the Administrator shall schedule within **five (5)** working days a meeting with the employee and send a copy of the grievance to the Director of Human Resources (“HR”). Within **five (5)** working days after the meeting, the Administrator shall issue a written decision concerning the matter and provide copies of the decision to the employee and HR.

Level Three – Appeal to the Next Level of Supervision (i.e.) Executive Director or the Board of Directors

If an employee is not satisfied with the resolution of the matter in level two, within **five (5)** days of receiving the decision, the employee may appeal the decision to the next level of supervision which could be the Executive Director or the Board of Directors.

A level three appeal shall include a copy of the original grievance, the level two decision made by the administrator, and a clear and concise written statement of the reasons for the appeal.

Within **five (5)** working days of the Executive Director’s receipt of a level three appeal, the Executive Director shall meet with the employee or ask the appropriate administrator to do so. The purpose of the meeting shall be to discuss the appeal. Within **five (5)** working days after the meeting, a level three appeal decision shall be issued by the Executive Director or Assistant Superintendent, as applicable.

If the Assistant Superintendent rather than Executive Director met with the employee, the Assistant Superintendent shall consult with the Executive Director prior to issuing the level three appeal decision. If the Governing Board is responsible for the appeal **refer to** level four.

Level Four – Request for Review by Governing Board

If an employee is not satisfied with the level three appeal decision, within **five (5)** working days of receiving the decision, the employee may submit a written request to the Executive Director asking that the matter be reviewed by the Governing Board. The Executive Director shall forward the level four request for review and the applicable paperwork related to the grievance to the members of the Governing Board to be addressed at the next scheduled Board meeting.

If the Governing Board chooses to review the grievance, it shall do so at the next scheduled Board meeting from the date that the Governing Board President received the level four request for review from the Executive Director. If the Governing Board does not formally take action indicating its intention to review the grievance by the next scheduled Board meeting, the level three appeal decision shall be deemed final. The Board President will be responsible for writing a letter to the grievant providing an explanation.

If the Governing Board chooses to review the grievance, the employee shall be given notice of the meeting at which the grievance may be reviewed. The Governing Board will determine the grievance based on the documents provided by the Human Resources Officer to the Board members unless the Board, in its discretion, requests that additional procedures occur. Such additional procedures may involve a discussion of the grievance with one or more TYD administrators and/or the employee.

Miscellaneous

An employee will not be subjected to retaliation for filing a grievance under this Policy. If the Executive Director was the administrator whose action precipitated the grievance, the grievant is not required to informally discuss the matter with his or her supervisor, HR shall designate the Executive Director as the administrator for the level two process, and the employee may proceed directly to a level four request for Governing Board to review after receipt of the level two decision.

Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed an acceptance of the decision rendered at that level, and there shall be no further right of appeal. Failure to file a grievance within ten (10) working days after the employee knew, or should have known, of the events or circumstances upon which the grievance is based (unless there are extenuating circumstances) shall constitute a waiver of the grievance.

The filing of any grievance shall not operate to impede, delay, or interfere with the authority of the Executive Director or Governing Board. The Executive Director may extend any timeline set forth in this Policy for good cause, with a written explanation to the grievant as determined by the Executive Director. **The grievant may also request an extension on the time line for reasons of good cause by submitting a written explanation to the Executive Director, citing special circumstances.**

An employee can be subject to discipline by the Executive Director (**except when the Executive Director was the administrator whose action precipitated the grievance**) or Board of Directors if the employee acts in bad faith and without a reasonable basis in fact in connection with the initiation or processing of a grievance.

Written notices and decisions may be conveyed by means of emails, letters or memoranda with copy sent to the Human Resources Officer. Letters or memoranda may be hand delivered or be sent by first class or certified mail.

RECORDS

The Human Resource Department in conjunction with Executive Director shall keep up-to-date personnel records to implement the provisions of all guidelines outlined in our handbook.

MILEAGE

Mileage allowances are for the purpose of reimbursing an employee or other authorized person for expenses incurred in furnishing his/her own private automobile in performing travel for official purposes in connection with his/her employment or other appropriate program participation.

Travel between home and the worksite cannot be claimed for mileage reimbursement.

Reimbursement for travel in a privately owned vehicle is made at the rate authorized by the Board of Directors, but not to exceed the standard rate established by Arizona Department of Administration (ADOA).

TRAVEL OUTSIDE OF PIMA COUNTY

Travel away from Pima County is authorized when such travel becomes necessary to accomplish the effective administration of the programs, or for participation in meetings or conferences, which has been determined to be necessary and approved in advance by the Executive Director.

- For all personnel, per-diem reimbursement will be at the rate of \$35.00/day.
- Reasonable overnight lodging not to exceed the standard rate established by ADOA.
- Mileage reimbursement as authorized by the Board of Directors.

ALL OTHER EXPENDITURES (Purchases, Conferences, and Reimbursements)

Without exception any purchases made for TYD without prior approval of the Executive Director are not reimbursable.

The following steps are expected to be followed:

- All purchases and conferences **MUST** be preapproved by the Director or his designee.
- Employees must obtain a purchase order from the Fiscal Department.
- The Fiscal Department will determine whether the expenditure will be made via a PO, check, credit card or reimbursement.
- Employees should schedule adequate time to work with the accounting department to complete this process.

SECTION II: EMPLOYMENT CATEGORIES

TYD has two major employment categories, **at will employees** and **contract employees**.

AT WILL EMPLOYEES

Employment at TYD, except when there is a written contract, signed by both the employer and the employee, which sets forth a specific term for the employment, is “at-will-employment”, meaning that it can be terminated at any time by the employee or by TYD for any reason or for no reason, with or without cause, and with or without prior notice, and nothing contained in these Policies should be construed to the contrary. Any written or oral statement to the contrary by any agent, servant, employee or director of TYD is invalid and unauthorized, and should not be relied upon by any employee or prospective employee. A decision to hire or discipline an at-will employee, including termination, shall be made by the Executive Director, subject to appeal rights hereinafter set forth.

CONTRACT EMPLOYEES

Contract employees are those employees of TYD who have a written contract, signed by both the employer and the employee, which sets forth a specific term for the employment. Contracts of such employees must be executed or approved by the Executive Director. A decision to suspend without pay or dismiss a contract employee before the expiration of the term set forth in the contract may be made only by the Executive Director. Other disciplinary action may be taken by the Executive Director.

All ACE & YouthWorks teachers and administrators employed, on a full time basis, whose employment is for the duration of the school year, will be employed on a written contract basis. This contract will identify annual salary, schedule of contracted days, and other conditions of employment.

Unless a specific contract provides to the contrary, all contract employees will follow the calendar as submitted to the Arizona Department of Education for ACE & YouthWorks Charter High Schools and as agreed upon in their annual contract.

CATEGORIES OF AT WILL EMPLOYEES (6 categories total)

1. Full-Time Core Employees: An individual employed to work the full 40-hour week, without limitations on the duration of employment except as it relates to contract year and budget limitations. Employees working 30 hours or more per week become eligible to participate in the employee benefit plans the first of the month following 1 month of full time employment.

- a. Initial Employment Period: *60-day initial employment period.
- b. Fringe Benefits: 30-day initial employment period. Health, dental, life insurance, Health Reimbursement (HRA), unemployment, worker’s compensation, social security (including Medicare) and retirement (upon meeting retirement) criteria all subject to modification or elimination at the sole discretion of the TYD’s Board of Directors
- c. Annual Leave: Eligible for annual leave upon completion of *60-day initial employment period (not applicable for contracted employees.) Accruals for new hires begin on their hire date. New hires are eligible to use annual leave upon completion of 60-day initial employment period.
- d. Sick Leave: Eligible for sick leave upon completion of *60-day initial employment period. Accruals for new hires begin on their hire date. New hires are eligible to use sick leave upon completion of 60-day initial employment period.
- e. Holidays: Eligible for all paid holidays upon completion of *60-day initial employment period
- f. Retirement: Eligible to participate in TYD’s Retirement Plan as of date of hire and subject to modification or elimination at the sole discretion of the TYD Board of Directors

2. Full-Time Special Projects: An individual employed to work a 40-hour week, in a specific project and subject to funding and will not exceed 12 months.

- a. Initial Employment Period: *60-day initial employment period for exempt and Non-exempt staff.
- b. Fringe Benefits: Health, dental, unemployment, worker's compensation are subject to modification or elimination at the sole discretion of the TYD Board of Directors.
- c. Annual Leave: Eligible for annual leave upon completion of *60-day initial employment period. Accruals for new hires begin on their hire date. New hires are eligible to use annual leave upon completion of 60-day initial employment period.
- d. Sick Leave: Eligible for sick leave upon completion of *60-day initial employment period. Accruals for new hires begin on their hire date. New hires are eligible to use sick leave upon completion of 60-day initial employment period.
- e. Holidays: Eligible for all paid holidays upon completion of *60-day initial employment period.
- g. Retirement: Eligible to participate in TYD Charter High Schools' Retirement Plan as of date of hire and subject to modification or elimination at the sole discretion of the TYD Board of Directors

*60 calendar days

3. Full-Time Classified Employees: Classified staff consists of school employees that do not need certification or licensure to be qualified for the job. Classified employees are those employees of TYD Charter High Schools who work the full 40 hour week and will not exceed 10 months of employment except that correlates to the approved school calendar. Classified employees working 30 hours or more per week become eligible to participate in the employee benefit plans the first of the month following 1 month of full time employment. Classified employees include clerical staff, instructional assistants, and monitor.

- a. Initial Employment Period: *60-day initial employment period for exempt and Non-exempt staff.
- b. Fringe Benefits: Health, dental, unemployment, worker's compensation are subject to modification or elimination at the sole discretion of the TYD Board of Directors.
- c. Annual Leave: Eligible for annual leave upon completion of *60-day initial employment period. Accruals for new hires begin on their hire date. New hires are eligible to use annual leave upon completion of 60-day initial employment period. Annual Leave accrual time will stop during summer vacation or upon completion of school year.
- d. Sick Leave: Eligible for sick leave upon completion of *60-day initial employment period. Accruals for new hires begin on their hire date. New hires are eligible to use sick leave upon completion of 60-day initial employment period. Sick Leave accrual time will stop during summer vacation or upon completion of school year
- e. Holidays: Eligible for all paid holidays upon completion of *60-day initial employment period.
- f. Retirement: Eligible to participate in TYD Charter High Schools' Retirement Plan as of date of hire and subject to modification or elimination at the sole discretion of the TYD Board of Directors

*60 calendar days

4. Part-Time Employees: An individual employed to work less than a full 30 hour work week in any given contract year in a specific project contract year and subject to funding.

- a. Initial Employment Period: None.
- b. Fringe Benefits: Unemployment and worker's compensation, and social security (including Medicare).
- c. Annual Leave: Eligible for pro-rated annual leave upon completion of *60-days.
- d. Sick Leave: One (1) hour of sick leave for every 30 hours worked up to 40 hours per fiscal year.
- e. Holidays: Eligible for pro-rated paid holidays upon completion of *60-days.
- f. Retirement: Eligibility to be determined according to retirement plan and/or IRS provisions and subject to modification or elimination at the sole discretion of the TYD Board of Directors.

*60 calendar days

5. Temporary Employee: An individual employed for a specified limited period of time, or duration of the special project, either on a full time or part time basis, subject to availability of funds and/or employees working less than 20 hours per week within a calendar year.

- a. Initial Employment Period: None. This position may be terminated by the Executive Director. (see at will policy)
- b. Fringe Benefits: Unemployment, worker's compensation, and social security (including Medicare).
- c. Annual Leave: Not eligible.
- d. Sick Leave: One (1) hour of sick leave for every 30 hours worked up to 40 hours per fiscal year.
- e. Holidays: Not eligible.
- f. Retirement: Eligibility to be determined according to retirement plan and/or IRS provisions and subject to modification or elimination at the sole discretion of the TYD Board of Directors.

6. Exempt Staff: Tucson Youth Development Board of Directors considers executive, administrative, and professional staff "exempt" from the Fair Labor Standards Act.

CORE EMPLOYEE HOLIDAYS

Full time core, full-time special projects and part time employees are eligible for paid holidays. Holiday pay will be prorated for part-time employees working 20 hours or more. The TYD and Charter High Schools office is closed and the following days observed as paid holidays:

- New Year's Day
- Martin Luther King Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Day after Thanksgiving Day
- Christmas Eve
- Christmas Day
- New Year's Eve

Holidays that fall on a Sunday will be observed on the following Monday. Holidays falling on a Saturday will be observed the preceding Friday. Employees wishing to observe national or religious holidays not listed herein, shall at their option be given time off without pay or have the time charged to their annual leave.

At-will / Core, hourly employees, will be compensated only for Holidays as defined in this section.

CLASSIFIED EMPLOYEE HOLIDAYS

- Labor Day
- Veterans' Day
- Fall Break
- Thanksgiving Recess
- Winter Recess
- MLK Day
- Rodeo Break
- Spring Break

NOTE: The above schedules may be amended or changed by the Executive Director and TYD Board of Directors.

CORE EMPLOYEE ANNUAL LEAVE

Years of Employment Hours Earned Per Year	Hours Earned Per Month
12 months: 96 hours per year	8.00 Hours
13 th to 48 th months: 144 hours per year	12.00 Hours
49 th months +: 192 hours per year	16.00 Hours

Annual leave hours can be carried over up to a maximum of 240 hours. In scheduling annual leave, first consideration must be given to the work of TYD Charter High Schools. The supervisor and staff member shall work out a mutually convenient time for annual leave to be taken.

Annual Leave is computed from the start date of employment and should be used on an annual basis, but not during the initial employment period. Annual leave shall be taken only with the prior written approval of the employee's supervisor. Any accumulated hours of leave in excess of 240 hours are automatically forfeited.

When an employee is unable to report for work, he/she must notify his/her immediate supervisor by 9:00 AM of day of absence. In the event, the supervisor cannot be reached; the Executive Director should be contacted. In the absence of good cause, failure to notify an appropriate person may result in the absence being charged as leave without pay. The minimum annual leave unit, which may be granted, is one-quarter day (two hours).

Payment will be made for any unused annual leave up to 240 hours upon separation if the employee has worked longer than the initial employment period. If the employee leaves within the initial employment period, no payment for leave will be made. The Executive Director is authorized to approve leave as provided for in this section, unless otherwise specified.

CORE EMPLOYEE SICK LEAVE

Years of Employment Hours Earned Per Year	Hours Earned Per Month
First Year: 48 Hours per year	4.00 Hours
2 nd to 4 th year: 80 Hours per year	6.66 Hours
More than 4 years: 120 Hours per year	10.00 Hours

Sick leave is time off with pay for period of illness or incapacity resulting from non-occupational injury, as well as for medical, dental or optical examination or treatment which cannot reasonably be obtained at times other than during the working day. Staff is expected to make every effort to obtain this treatment during non-work time or at such time that the time off will be minimized.

When an employee is unable to report for work, he/she must notify his/her immediate supervisor by 9:00 AM of day of absence. In the event the supervisor cannot be reached, the Executive Director should be contacted. In the absence of good cause, failure to notify an appropriate person may result in the absence being charged as leave without pay. The minimum sick leave unit, which may be granted, is one-quarter day (two hours).

TYD reserves the right to require a certificate from a registered practicing physician which supports the need for sick leave and/or the ability of an employee to return from sick leave if the sick leave has exceeded three consecutive working days. If an employee is injured or becomes ill while on vacation and such injury or illness incapacitates the employee for three or more days, it may be charged against the employee's sick leave instead of annual leave, upon approval of the Executive Director. Sick leave with pay may be allowed when an employee is required to attend to a member of his/her family who is seriously ill.

Sick leave may be accumulated up to 240 hours. After an employee's accumulated sick leave has been exhausted, annual leave must be used as sick leave. When absence due to illness exceeds the amount of paid leave (either sick or annual) that has been earned and authorized, the pay of an employee shall be discontinued until he or she returns to work. Refer to FMLA process and procedures for further information regarding extended sick leave. Sick leave shall be charged to the nearest full hour for absence less than a full day. Sick leave records are available to employee at any time.

Upon termination, voluntary or involuntary, there will be no payment for unused sick leave.

CLASSIFIED EMPLOYEE ANNUAL LEAVE

Years of Employment	Days Earned Per Year
12 months	1
13 th to 48 th months	6
49 th months +	12

Annual leave hours can be carried over up to a maximum of 240 hours. In scheduling annual leave, first consideration must be given to the work of TYD Charter High Schools. The supervisor and staff member shall work out a mutually convenient time for annual leave to be taken.

Annual Leave is computed from the start date of employment and should be used on an annual basis, but not during the initial employment period. Annual leave shall be taken only with the prior written approval of the employee's supervisor. Any accumulated hours of leave in excess of 240 hours are automatically forfeited.

When an employee is unable to report for work, he/she must notify his/her immediate supervisor by 9:00 AM of day of absence. In the event, the supervisor cannot be reached; the Executive Director should be contacted. In the absence of good cause, failure to notify an appropriate person may result in the absence being charged as leave without pay. The minimum annual leave unit, which may be granted, is one-quarter day (two hours).

Payment will be made for any unused annual leave up to 240 hours upon separation if the employee has worked longer than the initial employment period. If the employee leaves within the initial employment period, no payment for leave will be made. The Executive Director is authorized to approve leave as provided for in this section, unless otherwise specified.

CLASSIFIED EMPLOYEE SICK LEAVE - *This Policy is under revision. Refer to Memo: Notice to Employees: Earned Paid Sick Time Effective July 1, 2017*

Years of Employment	Days Earned Per Year
12 months	1
13 th to 48 th months	6
49 th months +	11

Sick leave is time off with pay for period of illness or incapacity resulting from non-occupational injury, as well as for medical, dental or optical examination or treatment which cannot reasonably be obtained at times other than during the working day. Staff is expected to make every effort to obtain this treatment during non-work time or at such time that the time off will be minimized.

When an employee is unable to report for work, he/she must notify his/her immediate supervisor by 9:00 AM of day of absence. In the event the supervisor cannot be reached, the Executive Director should be contacted. In the absence of good cause, failure to notify an appropriate person may result in the absence being charged as leave without pay. The minimum sick leave unit, which may be granted, is one-quarter day (two hours).

TYD reserves the right to require a certificate from a registered practicing physician which supports the need for sick leave and/or the ability of an employee to return from sick leave if the sick leave has exceeded three consecutive working days. If an employee is injured or becomes ill while on vacation and such injury or illness incapacitates the employee for three or more days, it may be charged against the employee's sick leave instead of annual leave, upon approval of the Executive Director. Sick leave with pay may be allowed when an employee is required to attend to a member of his/her family who is seriously ill.

Sick leave may be accumulated up to 240 hours. After an employee's accumulated sick leave has been exhausted, annual leave must be used as sick leave. When absence due to illness exceeds the amount of paid leave (either sick or annual) that has been earned and authorized, the pay of an employee shall be discontinued until he or she returns to work. Refer to FMLA process and procedures for further information regarding extended sick leave.

Sick leave shall be charged to the nearest full hour for absence less than a full day.

Sick leave records are available to employee at any time.

Upon termination, voluntary or involuntary, there will be no payment for unused sick leave.

LEAVE ADVANCES AND ACCUMULATION

For purposes of determining length of employment the first month of employment will be counted as a full month regardless of the actual start date in the month.

All accumulated annual leave will be paid at the employee's regular rate of pay upon termination from service. All earned leave is applied at the end of each calendar month of employment. All annual leave must be taken and reported in increments of an hour.

UNPAID LEAVE OF ABSENCE

Only CORE or CLASSIFIED full-time employees may request, in writing, an unpaid leave of absence for a specific period of time. Such leave may be granted at the option of the Executive Director, who shall consider the wishes and needs of the employee and the best interests of TYD.

The written request shall indicate the dates of such leave and the reasons therefore. Employees on leave of absence, NOT FMLA related, will not earn sick leave or annual leave credit while on unpaid leave.

For employees on unpaid leave TYD shall pay that portion of the employee's group health benefits ordinarily paid by TYD until the end of the month in which the unpaid leave begins. Unpaid leave beyond that period may be covered at the employee's expense.

Employees on unpaid leave for less than 30 calendar days will retain all fringe benefits with any required payments by the employee.

Employees on unpaid leave for more than 30 days shall receive all annual leave pay due them prior to going on leave and shall start a zero balance on annual leave and sick leave upon return.

Employees on unpaid leave for more than 30 days may maintain their fringe benefits by paying the full premium for such benefits during the term of leave provided the insurance carrier permits this option.

Leave without pay may only be granted if:

- All accumulated annual and applicable/available sick leave has been exhausted; and
- There are extenuating circumstances, and only with the approval of the Executive Director.

If the employee is approved for an unpaid leave of absence, he/she may choose to retain his/her insurance program(s) by paying the entire premium amount(s) once he/she is no longer eligible for benefits.

CONTRACTED EMPLOYEE ANNUAL LEAVE

TYD contracted teachers and administrators will earn four annual leave days (8 hours per day) during each contracted school year. Unused annual leave will, at the option of the employee, be paid at the end of the contract year, or carried over to a total of 240 hours. Any hours in excess of this amount will be forfeited. In the event of early termination of the contract, annual leave hours will be prorated.

CONTRACTED EMPLOYEE SICK LEAVE

TYD contracted teachers and administrators will earn five sick days (8 hours per day) during each contracted school year. Unused sick leave will be carried over to a total of 240 hours. Any hours in excess of this amount will be forfeited.

CONTRACTED EMPLOYEE HOLIDAYS

ACE/YW Charter High Schools' Teachers and Administrators Paid Holidays and Planning Days

Holidays:

Labor Day	(1 Day)
Veterans' Day	(1 Day)
Thanksgiving Recess	(2 Days)
Winter Recess	(10 Days)
MLK Day	(1 Day)
Rodeo Break	(2 Days)
Spring Break	<u>(3 Days)</u>
Total Holidays	20 Days

Teacher Planning Days

Week prior to 1 st day of school	(3 Days)
End of first quarter	(1 Day)
End of first semester	(1 Day)
End of third quarter	(1 Day)
End of second semester	<u>(1 Day)</u>
Total teacher planning days	9 Days

SECTION III: GENERAL POLICIES AND PROCEDURES

EQUAL EMPLOYMENT OPPORTUNITY

TYD is an Equal Opportunity Employer and it is the policy of TYD to ensure that each employee, applicant and volunteer, regardless of race, color, religion, handicap, national origin, political beliefs, Veteran status, sex, sexual preference or age is accorded equal treatment with respect to all terms, conditions and privileges of employment including recruitment, hiring, placement, promotion, selection and opportunities for advancement. Accordingly:

1. TYD will take affirmative action to insure that all employees, volunteers, and applicants for employment are accorded equal treatment with respect to all terms, conditions, and privileges of equal employment, including: recruitment, selection, placement, and opportunities for advancement.
2. TYD will not discriminate against any employee or applicant for employment because of race, religion, sex, color, national origin, physical or mental disability, political affiliation, sexual orientation or age (except as provided by law), including other characteristics protected by law, including, but not limited to, past, present or future service in the uniformed services of the United States. This policy also applies to disabled and Vietnam-era veterans. The afore-said includes, but is not limited to the following: employment, upgrading, demotion, promotion, transfer, recruitment or recruitment advertising, layoffs or termination, rates or other forms of compensation, as well as selection for training, including apprenticeship.
3. It is the policy of TYD to make no distinctions among persons entitled to participate in or receive benefits from any of our programs on the basis of race, color, religion, sex, religion, national origin, physical or mental disability, political affiliation, sexual orientation, or age (except as provided by law) including other characteristics protected by law, including, but not limited to, past, present or future service in the uniformed services of the United States. This policy also applies to disabled and Vietnam-era veterans. This policy applies to, but is not limited to, use of services, facilities, treatments, goals, eligibility, membership or any other requirement, condition, or benefit to which such individual may be entitled or which the individual must meet in order to obtain services or benefits.
4. TYD will provide equal employment opportunity and full employment realization, and will attempt to prevent any unlawful discrimination.
5. TYD seeks to select the best qualified individual for each job without regard to age, race, religion, sex or national origin, physical or mental disabilities, political affiliation, sexual orientation or age (except as provided by law), including other characteristics protected by law, past, present or future service in the uniformed services of the United States. This policy also applies to disabled and Vietnam-era veterans. First consideration in filling vacancies and positions will be given to qualified employees for whom the position represents a promotion or opportunity for broadening of experience. Qualifications for the position, relevant work records and work reviews will be considered in relation to any potential outside candidates.

VIOLENCE IN THE WORK PLACE

Workplace violence will not be tolerated. Any employee who commits an act of violence at work against a person or property will face disciplinary action up to and including discharge. Where appropriate, the matter will be referred to legal authorities for prosecution.

Workplace violence is any violence or threat of violence against employers, employees, parents, volunteers, students, or others involved with TYD that takes place in any of the facilities of TYD or at any remote site where a function of TYD is occurring, is committed by persons who either have an employment-related connection with TYD or an outsider, and involves:

- Physical acts against persons or property.
- Verbal threats, or vicious statements that are meant to harm, create fear, intimidation, or cause a hostile environment.
- Written threats, vicious cartoons or notes, and other written forms of communication that is meant to threaten, create fear, intimidate, or cause a hostile environment.

- Conduct or behavior, observed by one or more other person that is threatening or intended to convey a potential for injury or the creation of fear, intimidation or hostility.

Any employee of TYD who knowingly possesses, handles, transfers, receives, conceals, sells, or uses any weapons that may be used for attack or defense, and which is capable of causing death or serious injury will be subject to disciplinary procedures. Items classified as weapons include, but are not limited to: any type of gun, bullets, knife, nunchaku, explosive, poison gas, flammable liquid or clubs. Additionally, any object intentionally used to threaten or harm another, which can be perceived as creating a threat or fear of serious harm may be classified as a weapon for purposes of this policy. This policy applies to TYD properties and events.

POLICIES REGARDING HARASSMENT

The purpose of this policy is to define the Tucson Youth Development, Inc., position with regard to any form of illegal harassment in the workplace.

TYD and Board members are committed to maintaining a work environment that is free from discrimination where officers, directors, servants, administrators, contracted and at will employees of TYD, volunteers, parents, and students at all levels are treated with decency, dignity, respect and are able to devote their full attention and best effort to their studies, job or other responsibilities. The environment of this organization is characterized by mutual trust and the absence of intimidation, oppression and exploitation. The accomplishment of this goal is essential to the mission of TYD. Harassment, either intentional or unintentional has no place in the work environment. TYD do not authorize and will not tolerate any form of harassment by or against any staff member based on race, sex, religion, color, national origin, age, disability, or other factor protected by law. The term "harassment" for all purposes includes, but is not limited to, a series of acts over any period of time that is directed at a specific person and that would cause a reasonable person to be seriously alarmed, annoyed or harassed and the conduct does in fact seriously alarm, annoy or harass the person and serves no legitimate purpose and/or offensive language, jokes, or other verbal, graphic, or physical conduct relating to an associate's race, sex, religion, color, national origin, age, disability, or other factor protected by law which would make the reasonable person experiencing such harassment uncomfortable in the work environment or which could interfere with the person's role at TYD.

SEXUAL HARASSMENT

All individuals associated with TYD, including, but not necessarily limited to, the TYD Board, the administration, the staff, and students are expected to conduct themselves at all times so as to provide an atmosphere free from sexual harassment.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when made by a member of the schools, staff to a student or to another staff member, or when made by a student to another student where:

- Submission to such conduct is either explicitly or implicitly made a term or condition of an individual's employment or education; or
- Submission to or rejection of such conduct is used as a basis for employment or education decisions affecting such individual; or
- Such conduct has the purpose or effect substantially interfering with an individual's educational or work performance, or creating an intimidating, hostile, or offensive employment or education environment.

Sexual harassment may include, but is not limited to:

- Suggestive or obscene letters, notes, invitations, derogatory comments, slurs, jokes, epithets, assault, touching, impeding or blocking movement, leering, gestures, or display of sexually suggestive objects, pictures, or cartoons.
- Continuing to express sexual interest after being informed that the interest is unwelcome. (Reciprocal attraction between peers is not considered sexual harassment.)
- Any sexually oriented behavior which has the effect of implying or withholding support for an appointment, promotion, or change of assignment; suggesting that a poor performance report will be prepared;

suggesting that probation will be failed; implying or actually withholding grades earned or deserved; or suggesting that a scholarship recommendation or college application will be denied.

- Coercive sexual behavior used to control, influence, or affect the career, salary, and/or work environment of another employee; or engaging in coercive sexual behavior to control, influence, or affect the educational opportunities, grades, and/or learning environment of a student.
- Offering or granting favors for educational or employment benefits, such as grades or promotions, favorable performance evaluations, favorable assignments, favorable duties or shifts, recommendations, reclassifications, etc., in exchange for sexual favors.

Examples of the types of conduct expressly prohibited by this policy include, but are not limited to, the following:

- Touching, such as rubbing or massaging someone's neck or shoulders, stroking someone's hair, or brushing against another's body.
- Sexually suggestive touching.
- Grabbing, groping, kissing, fondling.
- Violating someone's "personal space."
- Offensive whistling.
- Lewd, off-color, sexually oriented comments or jokes.
- Foul or obscene language.
- Leering, staring, stalking.
- Suggestive or sexually explicit posters, calendars, photographs, graffiti, cartoons.
- Unwanted or offensive letters or poems.
- Sitting or gesturing sexually.
- Sexually, racially, or otherwise offensive e-mail, voice-mail messages, text messages or other forms of communication.
- Sexually oriented or explicit remarks, including written or oral references to sexual conduct, gossip regarding one's sex life, body, sexual activities, deficiencies, or prowess.
- Questions about one's sex life or experiences.
- Unwelcome repeated requests for dates.
- Sexual favors in return for employment rewards, or threats if sexual favors are not provided.
- Sexual assault or rape.
- Any other conduct or behavior of a sexual nature deemed inappropriate by TYD.

Anyone who is subjected to sexual harassment, or who knows of the occurrence of such conduct, should inform the Human Resources Officer or Executive Director. All matters involving sexual harassment complaints will remain confidential to the extent possible.

REF.: Title VII, Section 703, Civil Rights Act of 1964 as amended

45 Federal Regulation 74676 issued by EEOC.

Title IX of 1972 Education Amendments ARS §12-1809 (R)

HOW TO REPORT INSTANCES OF HARASSMENT

TYD cannot resolve matters that are not brought to our attention. In order to ensure that this policy has the intended effect, we ask each of you to report any occurrence of harassment or any offensive conduct or situation immediately. Any employee regardless of position, who has a complaint or who witnesses harassment at work by anyone, including leaders, coordinators, associates, or even non-associates, has the responsibility to immediately bring the matter to the attention of your immediate supervisor. If the incident involves your immediate supervisor, you should report it to the principal if the incident occurs at ACE/YW, or to the Director if the incident occurs at TYD. If the incident involves the principal the reporting will be made to the Executive Director. If the incident involves the Executive Director it will be referred to the Board of Directors. If the employee is uncomfortable discussing the matter with these individuals, or if the complaint or observation of harassment involves someone in the employee's direct line of supervision the employee is urged to go to another superior, the Executive Director or any officer or member of the Board of Directors.

While reporting such incidents would be a difficult personal experience, allowing harassment activities to continue will most certainly lead to a less desirable outcome. For that reason, employees are strongly urged to report such incidents. Reports may be, but are not required to be, in writing. However, filing groundless, frivolous, or malicious complaints is an abuse of this policy and is prohibited. Complaints are not required to be in writing.

OTHER TYPES OF HARASSMENT

All employees are entitled to work in an atmosphere free of harassment of any kind. An employee may occasionally make statements or display or use words, objects or pictures that others could interpret as being insulting, derogatory, or slurs towards persons based upon their race, color, national origin, religion, sex, age, or disability. Such conduct may make a reasonable person uncomfortable in the work environment and could interfere with an employee or student's ability to perform their task. Comments or actions of this type, even if intended as a joking matter among friends, are always inappropriate in the workplace and will not be tolerated. No leader, coordinator, or any other member of management should participate in such behavior and must take immediate action, including discipline, up to and including discharge, if necessary, to stop others who engage in such conduct.

HOW TYD WILL INVESTIGATE

TYD will thoroughly and promptly investigate all claims of harassment or unlawful discrimination and will meet with the employee initiating the complaint to discuss the results of the investigation. Where appropriate, TYD will review the proposed resolution of the matter. If an investigation confirms that harassment or unlawful discrimination has occurred, TYD will take appropriate remedial action, including such discipline, up to and including immediate termination of employment, as is appropriate. Please report violations of this policy as soon as they occur by utilizing the complaint procedure set forth in this document.

RETALIATION

TYD specifically prohibits any form of retaliation for filing a bona fide complaint of discrimination or harassment under this policy or for providing testimony or other assistance in the investigation of any such complaint. Retaliation or attempted retaliation is a violation of this Policy and anyone who does so will be subject to severe sanctions up to and including termination.

If, after an investigation, it is determined by TYD that any complaint of harassment or unlawful discrimination was groundless, frivolous, malicious, or not made in good faith, or that an employee has knowingly provided false information regarding a complaint, disciplinary action, up to and including discharge, may be taken against the individual who made the complaint or who gave false information.

TYD wishes to create a safe environment in which individuals are not afraid to discuss concerns and complaints, or to seek general information about discrimination, harassment and retaliation. The administration recognizes that individuals may be concerned about the confidentiality of information they share, and will strive to preserve confidentiality to the fullest extent possible. An employee wishing to discuss issues or concerns for the purpose of obtaining general information or advice from the Human Resources Department may specify that the discussion remain confidential. No action will be taken when an individual wishes only to make an inquiry, so long as they do not disclose any identifying information about himself/herself or the person accused. However, anonymity cannot always be maintained if the individual wishes to have corrective or disciplinary action in a particular case. Moreover, TYD may be legally obligated to take action once they have been informed that discrimination, harassment or retaliation has occurred or may be occurring. Confidentiality cannot be guaranteed in such a case.

ROMANTIC AND/OR INTIMATE RELATIONSHIPS BETWEEN CO-WORKERS POLICY

TYD realizes that employees often spend more time interacting with colleagues than they spend with persons outside the organization and, as a result, the development of intimate and/or romantic relationships with other employees may sometimes occur. TYD does not prohibit co-worker romantic relationships, but it does restrict Administrator/Supervisor and subordinate relationships (See separate guidelines).

A TYD employee in a romantic and/or intimate relationship with a co-worker is expected to act in a professional manner at all times. TYD expects that school employees shall maintain just, courteous, and proper relationships with other employees.

To comply with TYD policies, the following guidelines are established for employees who are involved in romantic and/or intimate relationships with co-workers.

1. TYD expects its employees to act professionally at all work-related activities and comply with the following:
 - a. Romantic and/or intimate relationships should be kept separate from the work environment.
 - b. Displays of affection and/or sexual behavior at work are unprofessional.
 - c. On-site displays of disaffection (when a romantic and/or intimate relationship is terminated by one of the parties) are unprofessional. When a romantic and/or intimate relationship is over, employees should be particularly careful to act professionally toward one another.
 - d. Composing and sending e-mail or text message "love notes" on school time is unprofessional. TYD monitors all e-mail correspondence and other forms of communication utilizing TYD equipment.
 - e. A romantic and/or intimate relationship, or the termination of such relationship, may also lead to behaviors that are disruptive to other employees and this also is unprofessional.
2. TYD has a strong policy against sexual harassment and retaliation. It expects its employees to abide by this policy and the School consistently enforces the policy. The full policy is set out in section II of this manual.
 - a. It is permissible to ask a coworker out on a date. If the coworker declines the invitation, however, the employee must respect the coworker's decision. Sexual harassment can occur when an employee indicates no interest and a coworker continues the unwanted attention.
 - b. Sexual harassment can occur when a romantic and/or intimate relationship ends and one employee continues to pursue the other employee after the other employee has indicated he or she desires the relationship to be over.
 - c. Any employee who believes that he or she may be the subject of sexual harassment or retaliation is encouraged to discuss the matter with his or her immediate supervisor (if such person is not the alleged harasser) and/or the Administrative Officer of Human Resources. Any person wishing to file a formal complaint of sexual harassment may do so by filing it with the Executive Director.
3. Employees participating in any of the negative behaviors described above may be separated by reassignment or disciplined for unprofessional conduct and violation of TYD's policies, up to and including termination.
4. When the termination of a romantic and/or intimate relationship spills over into the workplace, in addition to any other action TYD may take, the employees involved may be required to participate in mediation to help the employees work out the conditions under which they will continue working together. The mediator may be a trained facilitator, a TYD administrator, or a coworker that both parties respect.
5. There are additional more restrictive guidelines that are applicable in situations where the romantic and/or intimate relationship involves an administrator/supervisor and a subordinate employee.

TYD expects its administrators to act in a professional manner at all times. Administrators should use good judgment, adhere to high ethical standards, and avoid situations that create actual or perceived conflicts of interest. Employees of TYD shall "maintain just, courteous, and proper relationships" with other employees. In addition, TYD expects that school employees shall fulfill their job responsibilities with honesty and integrity. TYD also expects that all its employees are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and programs clients.

When an administrator in a supervisory role mixes personal and professional interests, conflicts of interest inevitably arise. A conflict of interest exists when an employee's loyalties or actions are divided between TYD's interests and his/her personal interests or those of another person or entity. Despite a supervisor's best intentions, such conflicts of interest, or perceived conflicts, are likely to adversely impact both the supervisor and TYD, and perhaps others as well.

Intimate and/or romantic relationships between an administrator and subordinate damage workgroup morale, create perceptions of favoritism and, in situations where the relationship terminates, can easily generate claims of sexual harassment, retaliation and wrongful termination. Among other things, if an administrator/subordinate relationship ends on a bad note, the subordinate may claim "quid pro quo" harassment – that is, the subordinate employee may claim that he or she will suffer adverse job action unless he/she continues the relationship.

To comply with TYD policies, these guidelines are established for an Administrator/Supervisor involved in a romantic and/or intimate relationship with a subordinate.

If an administrator/supervisor becomes involved in a romantic and/or intimate relationship with an employee that he/she supervises (this includes anyone within the administrator's/supervisor's chain of supervision), the administrator/supervisor should take the following steps:

- a. Notify the Human Resources Officer immediately.
- b. Ensure that any reporting relationship, direct or indirect, is eliminated so as to avoid conflicts. This may require the parties to choose who will transfer to a different position.
- c. Do not take any steps to advance the employee's career. This would include recommending the employee for a promotion or "putting in a good word" about the employee with the employee's supervisor.
- d. Follow the guidelines set out for co-workers involved in romantic relationships at work.

If there is a conflict of interest or other concern regarding any type of relationship between an administrator/supervisor and a subordinate, contact the Executive Director or the Human Resources Officer, describe the situation, and ask for guidance.

Employees participating in any of the negative behaviors described above may be separated by reassignment or disciplined for unprofessional conduct and violation of TYD policies, up to and including termination.

POLICY FOR REPORTING FRAUD, ABUSE OR OTHER RELATED CRIMINAL ACTIVITIES

Staff members are to immediately report to the Executive Director, ACE/YW Principal or supervisor any suspected abuse, fraudulent or criminal activity against a person on school property or against school property.

WHISTLEBLOWER

It is the policy of this organization not to discriminate or retaliate against any person who reports conduct reasonably believed to be unlawful.

DRUG AND SMOKE-FREE WORKPLACE

TYD offices, classrooms and any other "place of performance" are considered "drug and smoke-free workplaces." The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited and termination action will be taken against an employee and/or participant who violates the prohibition.

No employee of TYD shall violate the law in the manufacture, distribution, dispensing, possession, or use, on or in the workplace, of alcohol or any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, or any other controlled substance, as defined by law.

Any staff member who has been arrested, charged, or convicted under any criminal drug statute for any violation, as defined above, shall notify the Executive Director in writing within five days thereof that such action has occurred.

As a condition of employment, each employee shall abide by the terms of policy respecting a drug-free workplace. Any employee who violates this procedure in any manner is subject to discipline, up to and including, dismissal.

Staff may check with the TYD Human Resources Department for current medical insurance coverage, of substance abuse services which may be provided at the rates as quoted in the current insurance plan. Authorization to receive these benefits may be required in advance from the insurance provider.

This policy also covers the smoking of any tobacco product and the use of oral tobacco products, "spit" tobacco and e-cigarettes, and it applies to both employees and non-employee visitors of TYD.

In addition, the use of tobacco products is strictly prohibited in the following locations:

- TYD grounds
- TYD buildings
- TYD parking lots
- TYD off-campus events

Failure to comply with this policy may subject the employee to disciplinary action, including termination.

MEDICAL MARIJUANA

For the purposes of this policy, "Medical Marijuana" means marijuana that is prescribed and administered lawfully under state law to treat or alleviate a Medical Marijuana Cardholder's medical condition or the symptoms associated with that medical condition pursuant to A.R.S. § 36-2801, et seq. "Medical Marijuana Cardholder" means a person who possesses a valid registry identification card issued by the Arizona Department of Health Services pursuant to A.R.S. § 36-2801, et seq.

Even if a TYD employee is an authorized Medical Marijuana Cardholder, an employee shall not possess or be impaired by marijuana on any TYD Property, during the Employee's scheduled work hours, while on official business, during any on- or off-campus TYD Sponsored Activity, or in a TYD supplied vehicle.

As a condition of employment, each employee shall abide by the terms of policy respecting a drug-free workplace. Any employee who violates this procedure in any manner is subject to discipline, up to and including, dismissal.

In the case of Medical Marijuana, the following conditions apply. Employees who are current Medical Marijuana cardholders will not have the disciplinary actions applied if:

- b) They do not demonstrate signs of impairment on a TYD property, during any School/Program sponsored activity, or during or immediately before or after their scheduled work hours.
- c) They do not use, possess, or distribute marijuana on any of TYD properties or during any School or Program Sponsored Activity.

DISABILITIES

TYD is committed to maintaining a safe and healthy work environment for all employees. To the extent required by law, TYD will make reasonable accommodations to the known physical or mental disabilities of a qualified applicant or employee to enable the performance of essential job duties.

Employees in need of reasonable accommodation for workplace accessibility or usability, to perform essential job duties or to participate in TYD activities who need alternative accessible formats for communications, emergency treatment, or emergency evacuation assistance are to make such needs known to the Executive Director or Principal.

Further, any employee who feels that this policy is not being adequately fulfilled should make such feeling known to the Executive Director or Principal.

Employee accommodation requests and related information will be treated as confidential by TYD to the maximum extent feasible.

MANDATORY REPORTING POLICY

Arizona Statues Requiring the Contract of Law Enforcement

Arizona law requires that any TYD personnel who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care of nourishment with the intent to cause or allow the death of an infant who is protected under section 36-2281 shall IMMEDIATELY report or cause reports to be made of this information to a the Police Department or the Child Protective Services of the Arizona Department of Economic Security. If the report concerns a person who does not have care, custody or control of the minor, the report shall be made to a peace officer only. Such reports shall be made by telephone or in person. (See Mandatory Reporting Handout.)

The Following are considered by law as mandatory reporting:

Any suspected crime against a person or property that is a serious offense as defined by ARS 13-604 (W) (4):

- First degree murder, second degree murder, and manslaughter
- Aggravated assault resulting in serious physical injury or involving the discharge, use of threatening exhibition of a deadly weapon or dangerous instrument
- Sexual assault
- Any dangerous crime against children as defined by ARS 13-604.01 (M)
- Molestation of a child
- Sexual conduct with a minor
- Commercial sexual exploitation of a minor
- Sexual exploitation of a minor
- Child abuse
- Kidnapping
- Child prostitution
- Involving or using minors in drug offenses
- Continuous sexual abuse of a child
- Attempted first degree murder
- Arson or an occupied structure
- Armed robbery
- Burglary
- Any conduct that poses a threat of death of serious physical injury to employees, students or anyone on the property of the school.
- Possession of deadly weapon
- Possession of illegal drugs
- Child abuse/neglect

EMPLOYEE PARTICIPATION IN POLITICAL ACTIVITY

The TYD Board of Directors fully recognizes the right of its employees, as citizens, to engage in political activities.

However, "ON DUTY" time may not be used for political purposes. Staff members who intend to engage in political activities shall be guided by the following:

- No employee shall engage in political activity during "ON DUTY" time.
- Campaigning and other election activities must be done in off-duty hours, when not working in an official capacity for TYD, and without the participation of TYD employees or students acting in the capacity of TYD representatives, and the person must make it clear that he/she is acting in an individual capacity as a private citizen.

- Invitations to participate in election activities on a given campus of TYD, except when extended by groups leasing or using TYD facilities, shall be extended only when such invitations are extended to all candidates for the office, or at least one proponent and one opponent of non-partisan issues.
- The use of TYD equipment, supplies, materials, buildings or other resources to influence the outcome of an election is not permitted. (This prohibition shall not restrict the activities of groups lawfully leasing or using TYD facilities.)
- The collection of campaign funds, the solicitation of campaign workers, the distribution of political circulars or petitions, the solicitation of signatures, and/or the discussion of political issues may be done only during “OFF Duty” time.
- Any political activity must not substantially disrupt or interfere with the normal work activities of other employees.
- The use of students for writing or addressing material intended to influence the outcome of any election, or the distribution of such materials to or by students, is forbidden.
- Officers, directors and employees of TYD may not use the authority of their position to influence the vote or political activities of any subordinate employee or student.
- Any officer, director or employee of TYD who holds elected or appointive office is not entitled to time off from his or her duties for reasons incident to such Office, except to the extent that such time may qualify under the leave policies of the TYD Board of Directors.
- The discussion and study of politics and political issues, when such discussion and study are appropriate to classroom studies, are not precluded under this policy.
- This policy shall apply only when an employee is serving as an agent of, or working in an official capacity for TYD.

*NOTE: Nothing contained in this policy shall be construed as denying the civil and political liberties as guaranteed by the United States and Arizona Constitutions to any employee.

PERSONAL MAIL

All mail received at any TYD location, irrespective of the addressee, is the property of TYD and will be opened and routed in the same manner as official mail. The employee’s private mail should be sent to his or her home address unless a delivery is approved by the Executive Director.

SOCIAL MEDIA POLICY

TYD recognizes that access to new learning technologies gives students, clients and staff greater opportunities to learn, engage, communicate, and develop skills needed for work, life, and citizenship. TYD is committed to developing 21st century technology and communication skills, including the use of “social media” (e.g., blogs, wikis, discussion forums, Facebook, Instagram, Twitter, Flickr, YouTube) through which people connect and share information. Use of social media, however, requires a high level of responsibility and accountability. With this in mind, TYD has developed the following policy to provide direction to employees and students when participating in web-based social media activities.

In this policy, the term “TYD related social media” means the use of a TYD approved social media site through the organization’s electronic information services (EIS). The term “personal social media” means all other use of social media, including an individual’s own private and/or commercial use of social media, not connected to the School’s EIS. The term “communication” includes words, pictures, drawings, and videos. The term participant includes students in the organization’s school or organization’s clients in the organization’s workforce development programs.

Use of Personal Social Media by TYD Employees

- TYD employees are required to maintain a professional relationship with students and participants. To maintain this professional relationship, **do not “friend” or accept personal Facebook, Twitter or other third-party social media requests from participants.** Redirect participants to TYD related social media sites approved by the Organization.

- The only exception to the rule above is that you may use personal social media to communicate with a participant who is a relative or a close family friend, provided that;
 - a. The parent/guardian of the participant has indicated in writing that he or she is aware that you are communicating by personal social media with the participant.
 - b. The content on your personal social media site is appropriate.
 - c. You inform your supervisor that you are communicating with the participant by means of personal social media. (For example, if the conditions of this paragraph are satisfied, it may be appropriate for a staff member who is also a participant's aunt to "friend" the participant on the staff member's personal Facebook page.)
- Do not communicate in a manner that is unprofessional and would;
 - a. Disclose confidential or private information.
 - b. Cause harm to participants, parents, employees, or other members of the TYD community.
 - c. Significantly and adversely impact your work-related reputation. These restrictions shall not be interpreted to prohibit any communication on a matter of public concern when the employee's interest in engaging in the communication outweighs TYD's interest in managing its work force effectively.
- Do not expect personal social media communications that you have marked as "private" to remain private. It is not uncommon to have information in personal "private" social media sites to be disclosed to the TYD by a person within the personal "private" group, and TYD may investigate the information further.

Use of TYD Organizational Social Media by TYD Staff

TYD Employees are responsible for their own behavior when using social media and will be held accountable for their statements and postings on social media. Use good judgment.

- Communications with other employees, individual participants, programs clients, parents and other members of the TYD community must always be professional in content and tone.
- Intervene to stop disrespectful, defamatory, discriminating, harassing, intimidating, bullying, vulgar and/or obscene behavior.
- Do not disclose confidential or private information about students, programs clients, employees, parents, or other members of TYD's community.
- Use only social media sites approved by TYD. Sites are approved based on their educational content. All social media communications using the organization's EIS may be monitored by TYD Administration.
- Communications with participants should be academic in nature and relate to school and/or programs topics. Avoid discussion of personal topics with participants.
- Ensure that your profile and related social media site are professional and consistent with how you wish to present yourself to other employees, parents, participants, and community. Your profile should also be consistent with the mission of TYD.
- Use standard English. Blog and wiki posts, for example, should be well written. Follow writing conventions, including proper grammar, capitalization, and punctuation.
- Use your real name and always identify yourself as an employee of TYD.
- Accept responsibility. Be the first to acknowledge your own mistakes. Admit and correct errors quickly, confirm receipt of updated or revised posts, and respond promptly to concerns about misinformation.
- Do not share TYD's proprietary content and information (e.g., School assessments, curriculum, and human resources information). Comply with copyright laws when using the creative works of others.
- Limit exposure of participants and families to advertising.

- Follow the law, Board policies and Organizational regulations. Read and follow the “Terms of Use” of service providers and, for teachers, ensure that your students do the same.
- Stay informed and cautious about the emergence of new problems in the use of social media.
- Report questionable conduct, contact, or content to your supervisor or your site administrator.
- For personal social media—your personal social media communication can be considered inappropriate if it is reasonably likely to have, or does have, a negative impact on the TYD environment and the communication:
 - a. Promotes illegal drugs, illegal activities, violence, or drinking;
 - b. Involves prohibited discrimination, defamation, harassment, intimidation, threats or bullying;
 - c. Is obscene or vulgar; or
 - d. Disrupts a classroom, the school, or a TYD activity.
- You should state/post only what you want the world to see. Imagine your colleagues, participants, and administrators visiting your social media sites. Once you share something, you should assume that it will be available for everyone to see, even if you only share the information on a personal “private” site. Also, remember that even after you remove something from a social media site, it may already have been copied or printed by others and may remain on the internet permanently.
- When you use TYD social media:
 - a. Use social media for organizational purposes only. Avoid discussion of personal topics.
 - b. Express opinions respectfully and treat others with dignity and respect.
 - c. Use standard English. Blog and wiki posts, for example, should be well written. Follow writing conventions, including proper grammar, capitalization, and punctuation.
 - d. Be open and honest. Use your real name. Do not misrepresent yourself by using someone else’s identity.

MEDIA RELATIONS POLICY

The purpose of this policy is to describe TYD’s position in respect to dealing with representatives of the traditional and new social media options. For the purpose of this policy, the term “media” shall refer to representatives of traditional media such as newspapers, magazines, television and radio and for the new social media such as Facebook, Twitter, Instagram, google+, etc. All statements or contact with the media must have approval of the Executive Director or designee.

- Any employee of TYD who is contacted by a representative of the media requesting an interview with a TYD spokesperson, permission to visit the facility or any of the job sites, permission to photograph, videotape the facilities, job site or TYD Charter High Schools operations should refer the request to the Executive Director or designee.
- While on TYD property or at a job site, media representatives must be accompanied by a designated employee of TYD.
- All press releases must be initiated by the Executive Director or designee.

TYD LOGO AND BRANDING POLICY

In order to maintain the integrity of organizational branding and logos, any item with a Tucson Youth Development logo must be approved by the Marketing & Development Department. Modifications to logos are not authorized. Do not alter colors, stretch, skew, foreshorten, crop, add elements, remove elements or rotate any TYD logo, including School logos, in publications. Logos may only be resized proportionately.

TAKING PICTURES OR VIDEO TAPING OF EMPLOYEES OR STUDENTS

Pictures taken of students are the property of TYD and are to remain at the TYD. Pictures, digital cards, negatives, CD’s, DVD’s, or video tapes are not to be removed from the school for editing or other purposes without written permission of the Executive Director. A written request must be submitted 3 working days in advance to the Executive Director with a detailed description, the purpose for which they are being transported and the address to

which they will be taken to. This document will clearly describe the reason and the name of persons and/or organization viewing these items.

PRIVACY AND CONFIDENTIALITY

When handling financial and personal information about clients or others with whom TYD has dealings, observe the following principles:

- Collect, use, and retain only the personal information necessary for TYD's business. Whenever possible, obtain any relevant information directly from the person concerned. Use only reputable and reliable sources to supplement this information.
- Retain information only for as long as necessary or as required by law. Protect the physical security of this information.
- Limit internal access to personal information to those with a legitimate business reason for seeking that information. Use only personal information for the purposes for which it was originally obtained. Obtain the consent of the person concerned before externally disclosing any personal information, unless legal process or contractual obligation provides otherwise.

CONFIDENTIALITY OF STUDENT RECORDS

The right to inspect and review education records and the release of or access to such records, other information, or instructional materials will be consistent with federal law in the Family Educational Rights and Privacy Act, Title 20, United States Code, sections 1232g and 1232h, and other applicable law and regulations. Refer to **FERPA Law** in Appendices.

SECTION IV: POLICIES GOVERNING USE OF TECHNOLOGY AND EQUIPMENT

ELECTRONIC TECHNOLOGY/INTERNET POLICY FOR EMPLOYEES

Tucson Youth Development provides its employees with electronic mail communications. Use of e-mail is a privilege and may be revoked at any time. Use of e-mail constitutes acceptance of this policy.

ACCEPTABLE USE

The electronic mail system and computer hardware and software are reserved solely for the conduct of business at TYD. The primary purpose of the electronic mail system is to be used only to expedite necessary business communications, reporting to the state, ADE, e-mailing to staff, and research purposes. Computer hardware and software are necessary in our work environment and day-to-day operation.

Please note that personal information anyone inputs into the computers becomes the property of TYD. The Executive Director and/or his/her designee may inspect and view any e-mail or other information on any TYD computer and may track the use of such computers, including internet usage.

UNACCEPTABLE USE

1. The transmission or reception of any material in violation of any United States or Arizona statute or regulation, including the unauthorized transmission or reception of copyrighted material; the transmission of material protected by trade secret; and/or transmission or reception of any vulgar or obscene material.
2. The use of the Internet for any commercial purposes, such as operating a business, usurping business opportunities, soliciting money for personal gain (unless approved by the Executive Director) or for political lobbying (other than the expression of personal views).
3. The electronic mail system is not to be used to create or transmit any offensive or disruptive messages. Among those which are considered offensive, are any messages which contain sexual implications, racial slurs, color, gender-specific comments, fraudulent, harassing, threatening, embarrassing, profane, obscene, intimidating, defamatory, inappropriate, offensive, unlawful, or any other comment that offensively addresses someone's age, sexual orientation, religious or political beliefs, national origin or disability including other characteristics protected by law. Sending or soliciting sexually oriented messages or images; chain letters, gambling or engaging in any activity in violation of local state or federal law.
4. Dissemination or printing of copyrighted material, including articles and software, in violation of copyright laws.

PRIVACY

1. TYD reserves the right to monitor, inspect, copy, and review at any time and without prior notice any and all Internet usage, including but not limited to e-mail, and any and all information transmitted or received in connection with such usage. All such information files shall be and remain the property of TYD and no employee shall have any expectation of privacy in such material.
2. The confidentiality of any message should not be assumed. Even when a message is erased, it is still possible to retrieve and read that message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to the Executive Director or they are invalid and cannot be used.
3. All messages created, sent or retrieved over the Internet are the property of TYD and should be considered public information.
4. All communications can be disclosed to law enforcement officials or other third parties without prior consent of the sender or receiver.
5. Information concerning students is often confidential, and not subject to disclosure; thus, care should be taken to prevent the inadvertent disclosure of student information. All staff must follow FERPA laws.

DOWNLOADING SOFTWARE

1. Employee-users are prohibited from downloading software from the Internet without prior permission of the Executive Director. Downloading of games from the Internet is prohibited. Downloading of any executable files or program which changes the configuration of the system(s) in your area by anyone other than authorized personnel, is prohibited.

2. Employee-users may not install other on-line services to access the Internet on TYD owned computers, without authorization of the Executive Director.

VIRUS DETECTION

Files and programs obtained from sources outside TYD, including disks brought from home; files downloaded from the Internet, news-groups, bulletin boards, or other online services; files attached to e-mail and files provided by customers or vendors may contain dangerous computer viruses that may damage the TYD Charter High Schools computer network, and may not be used on TYD's equipment without prior permission from the Executive Director or his/her designee. If prior permission is obtained to use such files or programs, the employee should always scan the material with TYD virus checking software before use. If you suspect that a virus has been introduced into the network, notify the Executive Director immediately.

INTERNET ETIQUETTE

All employees are expected to abide by the generally accepted rules of Internet etiquette. These include, but are not limited to the following:

1. Be polite. Use appropriate language. Swearing, vulgarities, suggestive, obscene, belligerent, or threatening language is not permitted when using the Internet.
2. Do not reveal your personal address or phone numbers, or that of any other person.
3. Do not use the Internet in such a way that would disrupt the use of the network by other users.
4. When using TYD Internet service, employees should remember that they are representing TYD.
5. See SOCIAL MEDIA POLICY (page 29) in reference to proper use of TYD Social media platforms.

WARRANTIES/INDEMNIFICATION

1. TYD makes no warranties of any kind, either expressed or implied, in connection with the Internet access or computer usage provided under this agreement. TYD is not responsible for any loss, cost, or damages of any kind suffered, directly, or indirectly by any employee using the Internet, or computer systems, under this agreement.
2. By signing this notification the employee agrees to indemnify, defend, and hold TYD harmless from any and all loss, cost, or damages resulting from the use of the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the students over the Internet.

VANDALISM

Electronic vandalism is strictly prohibited. Vandalism includes, but shall not be limited to, any unauthorized attempt to harm, modify, or destroy data of another user, the network, or any computer system hardware or software. This includes, but is not limited to the uploading, downloading or creation of computer viruses.

TELEPHONE AND CELL PHONE USAGE

The telephone is an important public relations tool for TYD. Personal calls to and from employees must be limited to those of an emergency nature and kept as short as possible. This policy also applies to the use of cell phones. Abuse of this privilege can result in disciplinary action.

SECTION V: GENERAL CODE OF CONDUCT

ORGANIZATIONAL CODE OF CONDUCT

TYD and its employees must, at all times, comply with all applicable laws and regulations. TYD will not condone the activities of employees who achieve results through violation of the law or unethical business dealings. This includes, but is not limited to, any payments for illegal acts, indirect contributions, rebates, and bribery. TYD does not permit any activity that fails to stand the closest possible public scrutiny.

No employee shall, by action or inaction, interfere with, or disrupt any TYD activity or encourage any such disruption. All employees are expected to maintain order, abide by the policies, rules and regulations of TYD, and carry out all applicable orders issued by the Executive Director.

All business conduct will be well above the minimum standards required by law. Accordingly, employees must ensure that their actions cannot be interpreted as being, in anyway, in contradiction of the laws and regulations governing TYD, City of Tucson and/or Pima County Wide operations.

Employees uncertain about the application or interpretation of any legal requirements should refer the matter to the Executive Director, who, if necessary, should seek the advice of the Board of Directors or legal counsel.

GENERAL EMPLOYEE CONDUCT

TYD expect its employees to conduct themselves in a business like manner. Drinking, gambling, fighting, swearing, and similar nonprofessional activities are strictly prohibited while on the job.

Employees must not engage in sexual harassment, harassment of any other type or conduct themselves in a way that could be construed as such, for example, by using inappropriate language, keeping or posting inappropriate materials in their work area, or accessing inappropriate materials on their computer.

STAFF RESPONSIBILITIES

Members of the staff shall:

- Know and comply with the policies of the TYD's Governing Board.
- Know the duties and limitations of a particular assigned job.
- Recognize that each individual contributes in a positive way to the success of the agency.
- Maintain their personal political or religious beliefs and activities within limits appropriate for staff members of a public school and in accordance with the Hatch Act.
- TYD believes that staff and Board have responsibility, one to the other. The Board has the responsibility of formulating standards of personnel practice, which are liberal and conducive to maximum quality of service. The staff has the responsibility of giving loyal and diligent service to the Board of Directors and of observing, honestly and conscientiously, the rules of the Board of Directors.
- Not engage in any business or transaction or have a financial interest, direct or indirect, which is incompatible with the proper discharge of his/her official duties in the public interest or would tend to impair his/her independence of judgment or action in the performance of his/her official duties.
- Perform in such a manner that will serve as a good example of adult behavior in everyday contact with co-workers, students, parents, Board of Directors or the public.

RELATIONS WITH OTHER SCHOOLS AND SCHOOL DISTRICTS

It shall be the policy of the TYD to cooperate with other schools, local, state regional agencies, and organizations. In order for students to benefit from the resources provided by colleges and universities, the ACE/YW Charter High School Principal shall seek out and utilize the services of college and university programs when they meet the needs of the TYD Charter High Schools.

RELATIONSHIPS WITH CLIENTS AND SUPPLIERS

Employees should avoid investing in or acquiring a financial interest for their own accounts in any business organization that has a contractual relationship with TYD, or that provides goods or services, or both to TYD, if such investment or interest could influence or create the impression of influencing their decisions in the performance of their duties on behalf of TYD.

DEALING WITH OUTSIDE PEOPLE AND ORGANIZATIONS

Employees must take care to separate their personal roles from TYD's positions when communicating on matters not involving TYD's business. Employees must not use TYD's identification, stationery, supplies, or equipment for personal or political matters. When communicating publicly on matters that involve TYD business, employees must not presume to speak for TYD on any topic, unless they are certain that the views they express are those of TYD, and it is TYD's desire that such views be publicly disseminated.

All written communication should be reviewed by the Executive Director prior to dissemination.

When dealing with anyone outside TYD, including public officials, employees must take care not to compromise the integrity or damage the reputation of TYD, or any outside individual, business, or government body.

PROMPT COMMUNICATIONS

In all matters relevant to clients, suppliers, government authorities, the public and others in TYD, all employees must make every effort to achieve complete, accurate, and timely communications, responding promptly and courteously to all proper requests for information and to all complaints.

OUTSIDE ACTIVITIES, EMPLOYMENT AND DIRECTORSHIPS

All employees share a serious responsibility for TYD good public relations, especially at the community level. Their readiness to help with religious, charitable, educational, and civic activities brings credit to TYD and is encouraged.

Employees must, however, avoid acquiring any business interest or participating in any other activity outside TYD that would, or would appear to:

Create an excessive demand upon their time and attention, thus depriving TYD of their best efforts on the job.

GIFTS, ENTERTAINMENT AND FAVORS

Employees must not accept entertainment, gifts, or personal favors that could, in any way, influence, or appear to influence, business decisions in favor of any person or organization with whom or with which TYD has, or is likely to have, business dealings. Similarly, employees must not accept any other preferential treatment under these circumstances because their position with TYD might be inclined to, or be perceived to, place them under obligation.

KICKBACKS AND SECRET COMMISSIONS

Regarding TYD business activities, employees may not receive payment of compensation of any kind, except as authorized under TYD's remuneration policies. In particular, TYD strictly prohibits the acceptance of kickbacks and or commissions from suppliers or others. Any breach of this rule will result in immediate termination and prosecution to the fullest extent of the law.

CONFLICTS OF INTEREST

TYD expects that employees will perform their duties conscientiously, honestly, and in accordance with the best interests of TYD. Employees must not use their position, or the knowledge gained as a result of their position, for private or personal gain. Regardless of the circumstances, if employees sense that a course of action they have pursued, are presently pursuing, or are contemplating pursuing may involve them in a conflict of interest with their employer or could adversely affect TYD, its students, other employees, or its interests or reputation, they should immediately communicate all the facts to the Executive Director.

ORGANIZATION FUNDS AND OTHER ASSETS

Employees who have access to TYD funds in any form must follow the prescribed procedures for recording, handling, and protecting money as detailed in TYD instructional manuals or other explanatory materials, or both. TYD imposes strict standards to prevent fraud and dishonesty. If employees become aware of any evidence of fraud and dishonesty, they should immediately advise their supervisor or the Executive Director so that TYD can promptly investigate further.

When an employee's position requires spending TYD funds or incurring any reimbursable personal expenses, that individual must use good judgment on TYD's behalf to ensure that good value is received for every expenditure.

TYD's funds and all other assets of TYD are for TYD purposes only and not for personal benefit. This includes the personal use of TYD assets, such as computers.

ORGANIZATION RECORDS AND COMMUNICATIONS

Accurate and reliable records of many kinds are necessary to meet TYD's legal and financial obligations and to manage the affairs of TYD. TYD's books and records must reflect, in an accurate and timely manner, all business transactions. The employees responsible for accounting and record keeping must fully disclose and record all assets, liabilities, or both, and must exercise diligence in enforcing these requirements.

Employees must not make or engage in any false record or communication of any kind, whether internal or external, including but not limited to:

- False expense, including mileage, attendance, production, financial, or similar reports and statements
- False advertising, deceptive marketing practices or other misleading representations

MANDATORY REPORTING LAW

Per ARS 13-3620 Arizona law requires

Any person who reasonably believes that a minor is or has been the victim of physical injury, abuse, child abuse, a reportable offense or neglect that appears to have been inflicted on the minor by other than accidental means or that is not explained by the available medical history as being accidental in nature or who reasonably believes there has been a denial or deprivation of necessary medical treatment or surgical care or nourishment with the intent to cause or allow the death of an infant who is protected under section 36-2281 shall immediately report or cause reports to be made of this information to a peace officer or to child protective services in the department of economic security, except if the report concerns a person who does not have care, custody or control of the minor, the report shall be made to a peace officer only.

- A. For the purpose of this subsection, “person” means:
 - 1. Any physician, physician’s assistant, optometrist, dentist, osteopath, chiropractor, podiatrist, behavior health professional, nurse, psychologist, counselor or social worker who develops the reasonable belief in the course of treating a patient.
 - 1. Any peace officer, member of the clergy, priest or Christian Science practitioner.
 - 2. The parent, stepparent or guardian of the minor.
 - 3. School personnel or domestic violence victim advocate who develops the reasonable belief in the course of their employment.
 - 4. Any other person who has responsibility for the care or treatment of the minor.
- B. A report is not required under the section for conduct prescribed by sections 13-1404 and 13-1405 if the conduct involves only minors who are fourteen, fifteen, sixteen or seventeen years of age and there is nothing to indicate that the conduct is other than consensual.
- C. If a physician, psychologist or behavior health professional receives a statement from a person other than a parent, stepparent, guardian or custodian of the minor during the course of providing sex offender treatment that is not court ordered or that does not occur while the offender is incarcerated in the state department of corrections or the department of juvenile corrections, the physician, psychologist or behavior health professional may withhold the reporting of that statement if the physician, psychologist or behavior health professional determines that it is reasonable and necessary to accomplish the purposes of the treatment.
- D. Reports shall be made immediately by telephone or in person and shall be followed by a written report within seventy-two hours. The reports shall contain:
 - 1. The names and addresses of the minor and the minor’s parents or the person or persons having custody of the minor, if known.
 - 2. The minor’s age and the nature and extent of the minor’s abuse, child abuse, physical injury or neglect, including any evidence of previous abuse, child abuse, physical injury or neglect.
 - 3. Any other information that the person believes might be helpful in establishing the cause of the abuse, child abuse, physical injury or neglect.
- E. A Health care professionals
- F. Any person other than one required to report or cause reports to be made under subsection A of this section who reasonably believes that a minor is or has been a victim of abuse, child abuse, physical injury, a reportable offense or neglect may report the information to a peace officer or to child protective services in the department of economic security, except if the report concerns a person who does not have care, custody or control of the minor, the report shall be made to a peace officer only.
- G. A person who has custody or control of medical records.....
- H. When a telephone or in-person reports are received by a peace officer, the officer shall immediately notify child protective services.....
- I. Any person who is required to receive reports pursuant to subsection A of this section may take or cause to be taken photographs of the minor and the vicinity involved. Medical examinations of the involved minor may be performed.
- J. A person who furnishes a report, information or records required or authorized under the section, or a person who participates in a judicial or administrative proceeding or investigation resulting from a report,

information or records required or authorized under this section, is immune from any civil or criminal liability by reason of that action unless the person acted with malice or unless the person has been charged with or is suspected of abusing or neglecting the child or children in question.

- O. A person who violates this section is guilty of a class 1 misdemeanor, except if the failure to report involves a reportable offense, the person is guilty of a class 6 felony.

Definition:

"Abuse" means the infliction or allowing of physical injury, impairment of bodily function or disfigurement or the infliction of or allowing another person to cause serious emotional damage as evidenced by severe anxiety, depression, withdrawal or untoward aggressive behavior and which emotional damage is diagnosed by a medical doctor or psychologist pursuant to section 8-821 and is caused by the acts or omissions of an individual having care, custody and control of a child. Abuse includes:

(a) Inflicting or allowing sexual abuse pursuant to section 13-1404, sexual conduct with a minor pursuant to section 13-1405, sexual assault pursuant to section 13-1406, molestation of a child pursuant to section 13-1410, commercial sexual exploitation of a minor pursuant to section 13-3552, sexual exploitation of a minor pursuant to section 13-3553, incest pursuant to section 13-3608 or child prostitution pursuant to section 13-3212.

(b) Physical injury to a child that results from abuse as described in section 13-3623, subsection C.

Child, youth, or juvenile means an individual who is under the age of 18 years.

REF: A.R.S. 8- 201

THE FAMILY MEDICAL LEAVE ACT (FMLA)

Part A. Employees Who Qualify for a Leave under the Family Medical Leave Act of 1993

TYD's Family Medical Leave Act Procedures:

TYD will grant a leave of absence to regular full-time and regular part-time employees (who meet the requirements described below) for the care of a child after birth or adoption or placement with the employee for foster care, the care of a covered family member (spouse, child, or parent) with serious health condition, or in the event of an employee's own serious health condition. Leaves will be granted for a period of up to 12 weeks in any 12-month period (or longer if required by applicable state or local law).

An employee must have completed at least one full year of service with TYD and have worked a minimum of 1,250 hours in the 12-month period preceding the leave **TO BE ELIGIBLE FOR SUCH LEAVE**. In addition, to be eligible for leave, an employee must work at a TYD facility that employs at least fifty employees at that facility or within seventy-five miles of that facility. Employees who do not meet these requirements may apply for a leave of absence subject to the conditions described in Part B of this policy.

Employees may not perform work of any nature on a self-employed basis or for others during a Family Medical Leave. (See Appendix for FMLA details.)

Child/Family Care Leave

If you request a leave of absence to care for a child after birth, adoption, or placement in your home for foster care or to care for a covered family member with a serious health condition, you will be granted unpaid leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least 30 days' notice prior to the anticipated leave date, using TYD's official Leave-of-Absence Request Form
2. If the leave is unexpected, you should notify your supervisor and the human resources department by filing the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when you become aware of the need for leave.)

All TYD benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of FMLA leave which is unpaid.

You will be required to use all accrued, unused vacation and personal days during the leave period. Once such benefits are exhausted, the balance of the leave will be without pay.

All group health benefits (e.g., major medical, hospitalization, and dental insurance) will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as pension, 401(k), life insurance, and/or long-term disability, will be governed in accordance with the terms of each benefit plan.)

Employees requesting a leave to care for a covered family member with a serious health condition may be required to provide medical certification from the family member's physician attesting to the nature of the serious health condition, probable length of time treatment will be required, and the reasons that the employee is required to care for this family member. Employees may also be required to provide additional physician's statements at TYD's request at reasonable intervals. Further, the family member may be required to submit to a medical examination by a physician designated by TYD at TYD's expense.

Leave for Employee's Serious Health Condition

If you request a leave of absence for your own serious health condition, you will be granted leave under the following conditions:

1. If the leave is planned in advance, you must provide us with at least 30 days' notice prior to the anticipated leave date, using TYD's official Leave-of-Absence Request Form.
2. If the leave is unexpected, you should notify your supervisor and the human resources department by filing the Leave-of-Absence Request Form as far in advance of the anticipated leave date as is practicable. (Normally, this should be within two business days of when you become aware of the need for leave.)
3. Any time that you expect to be or are absent for more than five consecutive work days as a result of your own serious health condition (including pregnancy), you will be required to submit appropriate medical certification from your physician. Such certification must include, at a minimum, the date the disability began, a diagnosis, and the probable date of your return to work.

All TYD benefits that operate on an accrual basis (e.g., vacation, sick, and personal days) will cease to accrue during any period of unpaid leave.

You will be required to use all accrued, unused sick, vacation, and personal days during your leave prior to being eligible for any benefits under TYD's salary continuation plan. Once such accrued benefits are exhausted, the balance of your leave will be without pay, unless you are eligible for short-term disability benefits in accordance with applicable state law or salary continuation in accordance with the terms of TYD's salary continuation plan.

All group health benefits will continue during the leave provided you continue regular employee contributions to these plans. (Other benefits, such as pension, 401(k), life insurance, and long-term disability, will be governed in accordance with the terms of each benefits plan.)

During your leave, you may also be required to provide TYD with additional physician's statements on request from TYD of TYD's insurance carriers at reasonable intervals, attesting to your continued disability and inability to work. You may also be required to submit to medical examinations by physicians designated by TYD at its discretion and at TYD's expense, at the beginning of, during, or at the end of your leave period, and to provide TYD with access to your medical records as required.

Before you will be permitted to return from medical leave, you will be required to present TYD with a note from your physician indicating that you are capable of returning to work and performing the essential functions of your position, with or without reasonable accommodation. Where required, TYD will make reasonable accommodation for any disability you may have in accordance with applicable laws.

Leave Entitlement

Eligible employees are entitled to a leave for up to 12 weeks in any 12-month period (or longer if required by applicable state or local law or, in the case of a leave for an employee's serious health condition, where a leave extension is requested and approved).

Leave taken to care for a child after birth, adoption, or placement in your home for foster care must, unless otherwise authorized in writing by TYD, must be taken in consecutive workweeks. Leave taken for your or a covered family member's serious health condition may be taken consecutively, intermittently, or on a reduced work/leave schedule based on certified medical necessity. In such instances, TYD will follow applicable federal and state laws in reviewing and approving such leave requests.

Reinstatement Rights

Eligible employees are entitled on return from leave to be reinstated to their former position or an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. Exceptions to this provision may apply if business circumstances have changed (e.g., if your position is no longer available due to a job elimination). Exceptions may also apply for certain highly compensated employees under certain conditions. In addition, employees on a leave extension are not guaranteed reinstatement. These employees will be handled in accordance with the reinstatement provisions in Part B of this policy.

PART B. Leaves for Employees Who Do Not Meet the Minimum Service Requirements or Who Work at a Facility that Employs Fewer Than Fifty Employees within Seventy-Five Miles of the Facility at Which They Work

Full-time regular and part-time employees who have less than one year of service and/or who have not worked a minimum of 1,250 hours during the 12-month period prior to their leave or who work at a facility that employs fewer than fifty employees at or within seventy-five miles of the facility may request leaves of absence for the reasons set for in Part A, subject to the following terms and conditions.

1. Leave requests must be made at least 30 days in advance of the date you would like the leave to begin or, in emergency situations, with as much advance notice as is practicable, using TYD's official Leave-of-Absence Request Form. (Normally, this should be within two business days of when you become aware of the need for leave.)
2. The certification requirements and the conditions for required use of accrued time off, benefits, accrual, and continuation of group health insurance during leave set for in Part A apply to all leave requests.
3. Unless applicable state or local law requires otherwise, leaves will be limited to a 30-day maximum duration, except leaves for the employee's own serious health condition, which may be granted for up to a 12-week period which may be taken intermittently.
4. Employees may not perform work of any nature on a self-employed basis or for others during a leave under Part B of this policy.
5. Unless applicable state or local law requires otherwise, reinstatement will not be guaranteed to any employee requesting a leave under the Part B. However, TYD will endeavor to place employees returning from leave in their former position or a position comparable in status and pay, subject to budgetary restrictions and TYD's need to fill vacancies and its ability to find qualified temporary replacements.

All questions regarding leaves of absence should be directed to TYD's human resources department. Leave-of-Absence Request Forms are also available from the human resources department

Employee Entitlement to Service members FMLA Leave Entitlement

Service members FMLA provides eligible employees unpaid leave for any one, or for a combination of, the following reasons:

- A "qualifying exigency" arising out of a covered family member's active duty or call to active duty in the Armed Forces in support of a contingency plan or operation. A "qualifying exigency" may include: (1) short-notice deployment; (2) military events and related activities; (3) childcare and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; and (8) additional activities not encompassed in the above-listed categories, but agreed to by the employer and employee.
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces, provided that such injury or illness renders the family member medically unfit to perform duties of the member's office, grade, rank or rating.

Eligibility of military family members for Service members FMLA varies by situation. Under the qualifying exigency provision, the service member's spouse, son, daughter or parent is eligible. Under the caregiver provision, the service member's spouse, son, daughter or nearest blood relative caring for the recovering service members is eligible.

Duration of Service members FMLA

- When Leave Is Due To A "Qualifying Exigency": An eligible employee may take up to 12 workweeks of leave during any 12-month period.
- When Leave Is To Care for an Injured or Ill Service Member. An eligible employee may take up to 26 workweeks of leave during a single 12-month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed 26 weeks in a single 12-month period.
- Service members FMLA runs concurrently with other leave entitlements provided under federal, state and local law.

FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA)

Notification of Rights under FERPA for Elementary and Secondary

The Family Educational Rights and Privacy Act (FERPA) affords parents and students who are 18 years of age or older (“eligible students”) certain rights with respect to the student’s education records. These rights are:

1. The right to inspect and review the student’s education records within 45 days after the day the School receives a request for access.

Parents or eligible students should submit to the school principal [or appropriate school official] a written request that identifies the records they wish to inspect. The school official will make arrangements for access and notify the parent or eligible student of the time and place where the records may be inspected.

2. The right to request the amendment of the student’s education records that the parent or eligible student believes are inaccurate, misleading, or otherwise in violation of the student’s privacy rights under FERPA. Parents or eligible students who wish to ask the School to amend a record should write the school principal (or appropriate school official), clearly identify the part of the record they want changed, and specify why it should be changed. If the school decides not to amend the record as requested by the parent or eligible student, the school will notify the parent or eligible student of the decision and of their right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing.

3. The right to provide written consent before the school discloses personally identifiable information (PII) from the student’s education records, except to the extent that FERPA authorizes disclosure without consent. One exception, which permits disclosure without consent, is disclosure to school officials with legitimate educational interests. A school official is a person employed by the school as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or a person serving on the school board. A school official also may include a volunteer or contractor outside of the school who performs an institutional service of function for which the school would otherwise use its own employees and who is under the direct control of the school with respect to the use and maintenance of PII from education records, such as an attorney, auditor, medical consultant, or therapist; a parent or student volunteering to serve on an official committee, such as a disciplinary or grievance committee; or a parent, student, or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility. (Optional) Upon request, the school discloses education records without consent to officials of another school district in which a student seeks or intends to enroll, or is already enrolled if the disclosure is for purposes of the student’s enrollment or transfer. (NOTE: FERPA requires a school district to make a reasonable attempt to notify the parent or student of the records request unless it states in its annual notification that it intends to forward records on request.)

4. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the (School) to comply with the requirements of FERPA. The name and address of the Office that administers FERPA are:

Family Policy Compliance Office
U.S. Department of Education
400 Maryland Avenue, SW
Washington, DC 20202

(NOTE: In addition, a school may want to include its directory information public notice, as required by §99.37 of the regulations, with its annual notification of rights under FERPA.) (Optional) See the list below of the disclosures that elementary and secondary schools may make without consent. FERPA permits the disclosure of PII from students’ education records, without consent of the parent or eligible student, if the disclosure meets certain conditions found in §99.31 of the FERPA regulations. Except for disclosures to school officials, disclosures related to some judicial

orders or lawfully issued subpoenas, disclosures of directory information, and disclosures to the parent or eligible student, §99.32 of the FERPA regulations requires the school to record the disclosure. Parents and eligible students have a right to inspect and review the record of disclosures. A school may disclose PII from the education records of a student without obtaining prior written consent of the parents or the eligible student –

- To other school officials, including teachers, within the educational agency or institution whom the school has determined to have legitimate educational interests. This includes contractors, consultants, volunteers, or other parties to whom the school has outsourced institutional services or functions, provided that the conditions listed in §99.31(a)(1)(i)(B)(1) - (a)(1)(i)(B)(2) are met. (§99.31(a)(1))
- To officials of another school, school system, or institution of postsecondary education where the student seeks or intends to enroll, or where the student is already enrolled if the disclosure is for purposes related to the student's enrollment or transfer, subject to the requirements of §99.34. (§99.31(a)(2))
- To authorized representatives of the U. S. Comptroller General, the U. S. Attorney General, the U.S. Secretary of Education, or State and local educational authorities, such as the State educational agency in the parent or eligible student's State (SEA). Disclosures under this provision may be made, subject to the requirements of §99.35, in connection with an audit or evaluation of Federal- or State-supported education programs, or for the enforcement of or compliance with Federal legal requirements that relate to those programs. These entities may make further disclosures of PII to outside entities that are designated by them as their authorized representatives to conduct any audit, evaluation, or enforcement or compliance activity on their behalf. (§§99.31(a)(3) and 99.35)
- In connection with financial aid for which the student has applied or which the student has received, if the information is necessary to determine eligibility for the aid, determine the amount of the aid, determine the conditions of the aid, or enforce the terms and conditions of the aid. (§99.31(a)(4))
- To State and local officials or authorities to whom information is specifically allowed to be reported or disclosed by a State statute that concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records were released, subject to §99.38. (§99.31(a)(5))
- To organizations conducting studies for, or on behalf of, the school, in order to:
 - a. Develop, validate, or administer predictive tests.
 - b. Administer student aid programs
 - c. Improve instruction. (§99.31(a)(6))
- To accrediting organizations to carry out their accrediting functions. (§99.31(a)(7))
- To parents of an eligible student if the student is a dependent for IRS tax purposes. (§99.31(a)(8))
- To comply with a judicial order or lawfully issued subpoena. (§99.31(a)(9))
- To appropriate officials in connection with a health or safety emergency, subject to §99.36. (§99.31(a)(10))
- Information the school has designated as "directory information" under §99.37. (§99.31(a)(11))



Tucson Youth Development, Inc.
ACE Charter High School
YouthWorks Charter High School
1901 North Stone Avenue
Tucson, Arizona 85705
(520) 623-5843
TucsonYouth.org

Employee Name _____
(Print Name)

EMPLOYEE’S ACKNOWLEDGMENT OF RECEIPT AND REVIEW OF TYD’s POLICIES

I, the undersigned employee of TYD, hereby acknowledge receiving a copy of the TYD Policies. I Understand and agree that I am expected to comply with these Policies but that they do not constitute terms and conditions of an employment contract, and may be modified by TYD at any time with or without notice. Except in the case of contract employees (those employees who have a written contract, executed by both TYD and the employee, which sets forth a specific finite term of employment,) employment with TYD is “at will employment”, meaning that it can be terminated at any time by the employee or TYD for any reason or for no reason, with or without notice and with or without cause, and nothing contained in these Policies and Procedures should be construed to the contrary.

I ALSO UNDERSTAND AND AGREE THAT THE CONTENTS OF THESE PERSONNEL POLICIES AND PROCEDURES DO NOT CONSTITUTE A CONTRACT OF EMPLOYMENT (OR ANY PART OF SUCH A CONTRACT) NOR DO THEY CONSTITUTE ANY GUARANTEE OR PROMISE OF CONTINUED EMPLOYMENT OR A REPRESENTATION OR PROMISE THAT THESE POLICIES WILL BE CONTINUED IN FORCE.

Employee Print Name Signature Date

Witness Print Name Signature Date

Effective August 2017

Note: you have been given two copies of this form. Please sign and date one and keep it. Sign and date the other copy and return to the Human Resources Department or the Executive Director.