

ESI Employee Handbook

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Introduction

This Employee Handbook has been prepared for your use as a ready reference of the employment practices of Educational Services, Inc. (ESI) and the benefits we offer. It is also a convenient place to find a summary of the general rules you are expected to follow. Please take a few minutes and read this handbook. When you are finished, keep it as a handy reference book.

ESI will help you in any way we can to make your job more enjoyable and satisfying. Please feel free to call our office and talk to our Human Resources Officer. This Employee Handbook is not a contract of employment and the procedures and policies in it are not promises. The information contained in this book is subject to change. Moreover, no policies can adequately cover, or predict, every situation that may arise. For these reasons, except for its policy of employment at-will, this Employee Handbook and the policies in it are intended to be suggested guidelines. Except for the at-will policy, ESI reserves the right, in its sole discretion, to vary from the terms of any of the policies contained herein, and/or revoke this Employee Handbook and/or any policy in it at any time and for any reason, with or without notice. In the event of change or revocation, employees' continued employment shall constitute consideration for the change. ESI also reserves the right to take such action as it, in its sole discretion, deems appropriate in any situation not covered by this Employee Handbook.



Our Partnership with You

Together with your supervisors, we at ESI try to make this time pleasant, productive and professional. Our aim at ESI is to:

- Regard each employee/applicant equally without prejudice or discrimination as to race, color, religion, national origin, sex, age, or physical handicap as provided by law.
- Place you, whenever possible, in a job which suits you.
- Attempt to conciliate disputes promptly through the grievance procedures outlined in this handbook.
- Maintain a high level of awareness and interest in safe working conditions.

AN EQUAL OPPORTUNITY EMPLOYER

ESI provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or genetics. In addition to federal law requirements, ESI complies with applicable state and local laws governing nondiscrimination in employment in every location in which the company has facilities. This policy applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, transfer, leaves of absence, compensation, and training.

ESI expressly prohibits any form of workplace harassment based on race, color, religion, gender, sexual orientation, gender identity or expression, national origin, age, genetic information, disability, or veteran status.

ESI expects all employees to act in accordance with the company's EEO policy.

PERSONAL INFORMATION

Changes may occur with your address, telephone number, marital status, number of dependents, names of persons to be notified in case of an emergency, etc. These changes may have bearing on your benefit programs, Social Security, state and federal taxes, and your employment records. Therefore, it is important to keep this information accurate and current. Report any changes in your personal records that have a bearing on the above to ESI immediately and/or update your information on the online Employee Portal. If you are an employee that works in multiple ESI clients, you must make the changes under each district within the Employee Portal.



EMPLOYMENT AT-WILL WITH ESI

Your employment with ESI is a voluntary one and is subject to termination by you or by ESI at will, with or without cause, and with or without notice, at any time. Nothing in these policies shall be interpreted to conflict with or to eliminate or modify in any way the employment- at-will status of ESI employees.

The employment-at-will policy is not to be modified by any officer or employee. The only exception to this policy is a written employment agreement approved at the discretion of the President.

ESI AND DIVERSITY OF CLIENTS, SCHOOLS AND OFFICES

ESI serves many different clients, schools and offices. Some of these organizations may have unique work schedules, policies, business practices, and work assignments. You are expected to know and comply with these policies and administrative rules and regulations according to the policies and practices assigned by the entity in which you are placed.

HOW TO HANDLE CONFIDENTIAL INFORMATION

Our clients and other parties with whom we do business entrust the company with important information relating to their businesses. It is our policy that all information considered confidential will not be disclosed to external parties or to employees without a “need to know.” If an employee questions whether certain information is considered confidential, he/she should first check with his/her immediate supervisor.

There are certain rights and restrictions regarding how confidential information is to be treated in every business. For instance, in a school office these include the release of any information about a student’s name, address, age, sex, academic performance, etc. Employees who have access to this information must first secure written permission from student’s parents or guardian before it can be released.

For this reason, you are prohibited from releasing any such information to members of the public or press, other professionals, families, friends, etc., without specific authorization. Employees must refer all such inquiries to their supervisor. This is very important. There may be other rights, in addition to privacy, with which employees must be familiar. These rights and procedures are part of the client, school, or office policies where the employee is assigned.

ISSUES OF CONFIDENTIALITY RELATED TO SPECIAL EDUCATION

Every student educated within the public education system is protected by some measure of confidentiality. This protection is through the Family Education Rights and Privacy Act (FERPA). The Individuals with Disabilities Education Act (IDEA) adds other protections for



students who are evaluated for or require special education program/services.

All records related to a student's evaluation, including health and developmental surveys and individual achievement records, are confidential. Records must be kept in a safe place where only persons who have legal rights may access them. Usually, they are kept in a locked cabinet or desk, or at least a lockable room. Only persons who work with the student, the local administration, and certain other school client employees have ready access to the files. All other persons may only access a confidential file under the supervision of a responsible party, such as the child's teacher or principal. Anyone who does not have ready access to the file but can have access (such as a representative of the Arizona Department of Education), must sign an access log to maintain a log of who has reviewed the records. Otherwise, records are not available to other persons without the written consent of the parent. The parent always has access to the confidential file, but is asked to contact the school or client office to arrange for someone to review the file with them, explain items that may be questioned or not understood, etc.

Unless during a discussion with other professionals regarding the education of the student, specifics regarding the student's achievement scores or other educational data (including psychiatric/social evaluations) may not be shared. This includes a teacher or other professional who does not work with the student: this information is confidential and will be shared only with the written consent of the parent.

Reasons for disabling conditions are confidential, as well, except for what is contained in public records.

Information about the family is confidential. Marital problems, psychiatric history, drug/alcohol use, etc. are not items available for discussion outside of professional, educationally oriented discussions. No written commentary regarding these types of considerations may be made outside of professional evaluations and then only as they relate to the child's education, condition or prognosis.

Generally, if you are asked for information regarding a child who receives special education services and you are not sure if it is confidential information or not, tactfully indicate that this may be confidential information and the party inquiring should either talk to the supervising teacher or to the parent.

At no time, should you inquire with the student on confidential matters such as health or special education services. There is an expectation of privacy extended to all students.

TIME OFF/ LEAVE OF ABSENCES

ESI Sick Leave Policy

The purpose of this policy is to comply with The Fair Wages and Healthy Families Act. Sick leave for ESI employees is a designated amount of compensated leave that is to be granted to an employee who, through personal or family illness or injury; a public health emergency; or an



absence caused by domestic violence, sexual violence, abuse, or stalking is unable to perform the duties assigned.

Upon request, the employee shall inform ESI of the following:

- A. Purpose for which sick leave is being taken, without the specifics of the health condition.
- B. Expected date of return from sick leave.
- C. Phone number at which the employee may be contacted during the leave.

Accrual:

- A. Employees of ESI shall accrue a minimum of one (1) hour of earned paid sick time for every thirty (30) hours worked, but employees shall not be entitled to accrue or use more than forty (40) hours of earned paid sick time per year. A “year” is defined as the twelve (12) month period beginning on July 1 of each fiscal year.
- B. Earned paid sick time shall begin to accrue at the commencement of employment or on July 1, 2017, whichever is later.
- C. An employee may use earned paid sick time as it is accrued.
- D. Employees who are exempt from overtime requirements under the Fair Labor Standards Act of 1938 (29 United States Code section 213(A)(1)) will be assumed to work forty (40) hours in each work week for purposes of earned paid sick time accrual unless their normal work week is less than forty (40) hours, in which case earned paid sick time accrues based upon that normal work week.
- E. The maximum amount of accrued paid sick time that can be carried over from year to year is forty (40) hours, subject to the limitations on usage of forty (40) hours per year.
- F. Employees holding a limited appointment contract are front-loaded paid sick time at the beginning of the contract that satisfies the earned paid sick time requirement. Additional paid sick time does not accrue during the length of the contract, nor does front-loaded paid sick time carryover.
- G. If an employee is transferred, but remains employed by ESI, the employee is entitled to all earned paid sick time accrued and is entitled to use all earned paid sick time as provided in this section.
- H. When there is a separation from employment and the employee is rehired within nine (9) months of separation by ESI, previously accrued earned paid sick time that had not been used shall be reinstated. Further, the employee shall be entitled to use accrued earned paid sick time and accrue additional earned paid sick time at the re-commencement of employment. ESI does not offer as a benefit of employment payment



for accrued but unused sick time upon separation of employment.

Use of Earned Paid Sick Time

Earned paid sick time shall be provided to an employee by ESI for:

- A. An employee's mental or physical illness, injury or health condition; an employee's need for medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; an employee's need for preventive medical care;
- B. Care of a family member with a mental or physical illness, injury or health condition; care of a family member who needs medical diagnosis, care, or treatment of a mental or physical illness, injury or health condition; care of a family member who needs preventive medical care;
- C. Reasons related to domestic violence, sexual violence, abuse or stalking, and legal services as described in A.R.S. § 23-373.

Method of Reporting Sick Time/PTO/Vacation/Other

ESI employees must submit a Time Off Form that can be accessed via the ESI website. The Time Off Form can be found at <https://educationalservicesinc.com/employee-forms>. The ESI Time Off Form must be submitted within the pay period in which the employee wishes to utilize paid sick time, no later than the timesheet due date listed on the employee's payday schedule. "Paid Sick Time" must be indicated on The Time Off Form and signed by a supervisor if the individual is a contracted employee in the RetireRehire Program.

Any Time Off Form that is received after the deadline will be denied and will not be reconsidered. Please see the payday calendar under Employee Resources for specific deadlines: <https://educationalservicesinc.com/paydaycalendar>.

Employees working within the RetireRehire Program must report the absence to ESI using the ESI Time Off Form and enter the absence into the placement district's absent management system (or notify the school and district if no system is in place). Failure to complete both steps may result in docking of pay and/or progressive discipline up to and including termination from employment with ESI.

Paid sick time that has been earned can be used immediately once it has been accrued, according to the guidelines herein.

When possible, the request shall include the expected duration of the absence. ESI reserves the right to deny the use of earned paid sick time if the employee fails to report the need for the use of the sick leave as required by this policy.

When the use of earned paid sick time is foreseeable, the employee shall make a good faith effort to provide notice of the need for such time to ESI in advance of the use of the earned



paid sick time and shall make a reasonable effort to use earned paid sick time in a manner that does not unduly disrupt the operations of the placement district.

For on-call employees (substitutes), a reasonable expectation of work must exist to use paid sick time. Paid sick time may only be used for a period in which the employee is already scheduled for work. To use paid sick time, on-call employees must have been assigned to a job in the district's absence management system or other district records used for scheduling substitutes. Once the on-call employee knows he/she will be using paid sick time, the job must be cancelled by the substitute with a cancellation reason of "Substitute Sick" in the absence management system. If the placement district does not use an online absence management system, the district contact and ESI must be notified using the ESI Time Off Form. The Substitute will only be approved for paid sick time that is in their accrued bank and will not be allowed to go negative. Each employee is encouraged to check their leave bank on the Employee Portal before submitting a time off request. If an on-call employee anticipates the need for paid sick time and is not currently assigned to a job for the duration of the sick time needed, assignments should not be accepted where there is no intention of fulfilling the job. Due to the variable hour, on-call nature of substitute positions, the paid sick time approval is at the discretion of ESI, within the parameters of The Fair Wages and Healthy Families Act. On-call employees may not use paid sick time on days where the school and/or district is closed to students. All other policies and regulations within the ESI Employee Handbook must be followed in addition to this paid sick time policy.

ESI will not require, as a condition of an employee's taking earned paid sick time, that the employee search for or find a replacement worker to cover the hours during which the employee is using earned paid sick time.

For earned paid sick time of three (3) or more consecutive workdays, ESI will require reasonable documentation that the earned paid sick time has been used for a purpose covered by The Fair Wages and Healthy Families Act. Documentation signed by a health care or legal professional indicating that earned paid sick time is necessary shall be considered reasonable documentation for purposes of this section.

By submitting a request to use paid sick time, you acknowledge that the time off is for a qualifying medical or legal reason per The Fair Wages and Healthy Families Act. Submissions to utilize paid sick time for anything other than qualifying reasons per A.R.S. § 23-373 is considered a submission of fraudulent payroll information and will result in disciplinary action, up to and including termination.

As defined in statute (A.R.S. § 23-371), "family member" means:

- Regardless of age, a biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, a child to whom the employee stands in loco parentis, or an individual to whom the employee stood in loco parentis when the individual was a minor;
- A biological, foster, stepparent or adoptive parent or legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee or employee's spouse or domestic partner was a minor child;



- A person to whom the employee is legally married under the laws of any state, or a domestic partner of an employee as registered under the laws of any state or political subdivision;
- A grandparent, grandchild or sibling (whether of a biological, foster, adoptive or step relationship) of the employee or the employee's spouse or domestic partner; or
- Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.

Notice:

The amount of sick leave available to an employee, the amount of sick leave taken by an employee to date during the year, and the amount of pay an employee has received as sick leave is available in the Employee Portal that can be accessed by visiting ESI's website <https://educationalservicesinc.com/>.

Retaliation Prohibited

ESI will not interfere with, restrain, or deny the exercise of, or attempt to exercise, any right protected in this policy or The Fair Wages and Healthy Families Act.

ESI will not retaliate or discriminate against an employee because the employee has exercised protected rights, including but not limited to the right to request or use sick leave; the right to file a complaint with the Industrial Commission of Arizona or courts or inform any person about ESI's alleged violation; the right to participate in an investigation, hearing, or proceeding or cooperate with or assist the Industrial Commission of Arizona in its investigations of alleged violations; and the right to inform any person of his or ESI's absence policy will not count sick leave as an absence that may lead to or result in discipline, discharge, demotion, suspension, or any other adverse action.

Protections of this section will apply to any person who mistakenly but in good faith alleges violations of this policy or the applicable law.

LEGAL REF.: A.R.S. §§ 15-187, 15-502, 23-363, 23-364, 23-371, 23-372, 23-373, 23-374, 23-375

Leave of Absence Policy

A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period for medical, parental, military, or personal reasons. If an employee finds that he or she must be out of work for more than three days, he or she should contact their supervisor and the ESI Human Resources Officer to determine if a LOA will be necessary.

- **Non-FMLA Medical Leave of Absences**

ESI recognizes that there are times when you will be unable to work because of illness or



medical reasons. If you find that you will need to be out of work for more than three days you must request a leave of absence in writing either by email or by fax using the Leave of Absence Form.

- **Non-Medical Leave of Absence**

Personal leaves of absence in case of any emergency or serious matter are available. Leave of absences will be considered on a case-by-case basis and will be granted based on business need. Non-medical leaves may be approved for a maximum of 30 days. Extensions may be considered on a case-by-case basis.

- **Non-FMLA Maternity Leave of Absence**

An employee will be provided with maternity leave during the period when they are unable to work due to pregnancy or early childcare. Any sick, personal, or vacation leave will be exhausted during this leave and the remaining will be unpaid.

No leave of absence shall extend beyond three (3) months. Upon return from maternity leave, an employee may or may not be returned to her former position depending on the circumstances.

Because ESI serves many different clients and schools, there may be situations where separate conditions of medical leave of absence and/or non-medical leave of absence apply.

- **Non-FMLA Military Reserve or National Guard**

An employee who is a member of the Military Reserve or National Guard shall be entitled to a leave of absence in accordance with the Client's policy.

- **Jury and Witness Duty**

If you are a regular full-time employee and are summoned for jury or witness duty you will be paid the difference between your regular straight-time hourly rate for your normal work schedule and the amount that is received as the daily jury duty allowance -or- the difference between your daily contracted rate of pay and the amount that is received as the daily jury duty allowance if required documentation is provided to ESI. Required documentation must include the certificate of jury duty attendance and a copy of jury duty payment issued.

- **Bereavement Policy**

With supervisor's approval, regular full-time employees may take up to three consecutive days off from regularly scheduled duty, with regular pay, in the event of the death of a member of the employee's immediate family, provided required documentation is submitted to ESI. Immediate family is defined as: employee's spouse/domestic partner, child, stepchild, brother/sister, parent, stepparent, grandparent, grandchild, son-in-law/daughter-in-law, mother-in-law/father-in-law, brother-in-law/sister-in-law. Employee must submit a Time Off Form to ESI and attach documentation verifying the death of the immediate family member



(e.g. obituary, funeral program, details of deceased's full name, date of death, city of death, and relationship to deceased).

- **Unpaid Bereavement Leave is granted according to the following schedule:**

Employees are allowed three days of unpaid leave in the event of the death of the employee's spouse/domestic partner, child, stepchild, brother/sister, parent, stepparent, grandparent, grandchild, son-in-law/daughter-in-law, mother-in-law/father-in-law, brother in-law/sister in-law. (Employees can use accrued PTO for leave).

- **Victim's Leave Policy**

Employees who are victims of a crime or juvenile offense will be permitted to leave work to exercise their rights to be present at the court proceedings or to seek and obtain an order of protection or injunction against harassment.

To be eligible for victim leave, an employee must (1) inform ESI of the victim leave request, (2) provide ESI with a copy of the law enforcement paperwork relating to the crime or proceedings or any other proper documentation, and (3) if applicable, give ESI a copy of the notice of the scheduled court proceedings. ESI will keep confidential records of employee's victim leave requests and supporting documentation.

Only in circumstances where ESI finds that granting leave will create an undue hardship to the company will leave requests be denied.

- **Family and Medical Leave Act (FMLA)**

ESI complies with all requirements of the Family and Medical Leave Act of 1993 (FMLA).

- **Procedure for Requesting FMLA Leave**

All employees requesting FMLA leave must provide the ESI Human Resources Officer with verbal or written notice of the need for the leave. Within five business days after the employee has provided this notice, the Human Resources Officer will provide the employee with the DOL Notice of Eligibility and Rights.

When the need for the leave is foreseeable, the employee must provide ESI with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance or the leave is not foreseeable, the employee must provide notice of the need for the leave either the same day or the next business day.

Employees will be given the appropriate certification form to be completed by a medical provider and employee. Employees have 15 days to return completed certification forms to ESI.

- **Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the Human Resources Officer will provide the employee with a written response to the



employee's request for FMLA leave.

- **Intent to Return to Work from FMLA Leave**

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

- **Vacation/PTO for All Leave of Absences and Time**

Employees will be required to use any accrued sick, personal, or vacation leave while on any type of leave of absence. As a reminder, earned vacation granted to an employee must be used within the year earned. Employees will not be reimbursed for any unused vacation days.

- **Benefits while on Non-FMLA Leave of Absences**

Employees may be given an opportunity to maintain their health insurance at their expense while on a leave of absence through the company's COBRA plan.

THE AMERICANS WITH DISABILITIES ACT (ADA)

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendments Act, known as the ADAAA, are federal laws that prohibit employers with 15 or more employees from discriminating against applicants and individuals with disabilities and that when needed provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of ESI to comply with all federal and state laws concerning the employment of persons with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is our company policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions and privileges of employment.

The company will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation and/or if the accommodation creates an undue hardship to ESI. Contact the Human Resources Officer with any questions or requests for accommodation.

JOB RELATED INJURY

ESI is committed to keeping you safe and healthy in the workplace. However, if you do get hurt or sick on the job, you are covered by ESI's policy provided by CopperPoint Mutual Insurance Company. If you get hurt:



- 1) Inform your supervisor and ESI immediately. If medical attention is required, go to the nearest urgent care facility. If a life-threatening injury has occurred, go to the nearest hospital.
- 2) Complete the ESI Accident Report Form found online at educationalservicesinc.com. You can also request a form by contacting Human Resources at hr@esiaz.us or 844-614-7784. Submission instructions are included on the form. When you submit the form, please include all medical documentation received upon treatment.
- 3) Follow instructions for medical care. There may be restrictions determined by our Workers' Compensation carrier regarding a personal physician you see about your injury. ESI will let you know what requirements apply to you.
- 4) Follow your physician's instructions. Your physician will determine when you are ready to return to work. If your physician will allow you to perform light duties and your district does not have a position for light duties, you must wait until you are fully released to begin working unless we are able to assist with light duty. If there is a delay in reporting the injury to ESI, payments for medical expenses may be delayed.

SUBSTANCE ABUSE POLICY - DRUG FREE WORKPLACE

ESI believes that it is important to promote a drug free community, to maintain safe, healthy, and efficient operations, and to protect the safety and security of the employees, facilities, and property of ESI. Drugs or alcohol may pose serious risks to the user, all those who work with the user and those who are cared for by the user. Substance abuse, while at work or otherwise, seriously endangers the safety of employees, as well as the general public, and creates a variety of workplace problems, including increased injuries on the job, increased absenteeism, increased health care and benefit costs, increased theft, decreased morale, decreased productivity, and a decline in the quality of products and services provided by ESI.

This policy is not intended to and does not constitute a contract of employment with ESI. No supervisor or manager has any authority to make any statements or representations to you that change or conflict with the at-will status of your employment with ESI, or that change or conflict with any of the provisions of this policy. The at-will status of your employment with ESI can be modified only by an express written agreement signed by the President of ESI.

Any employee suspected of being intoxicated and/or impaired on any legal or illegal substance while on duty representing ESI may be subject to blood and/or urine testing. The testing procedures will be reviewed with the intoxicated/impaired employee when necessary. ESI maintains a drug testing policy under the Drug Testing Act and as certified by the Arizona Industrial Commission. It is understood that workplace injuries may not be compensable under the Arizona workers' compensation laws if the employee fails to pass, refuses to cooperate with, or refuses to take a drug test or alcohol impairment test requested by the employer within twenty-four hours after the employer receives actual notice of injury.



Cost of Testing

ESI will pay for any drug and alcohol test that it requests or requires of any employee. Applicants will be required to pay for any drug tests that ESI requests or requires.

Suspensions Pending Test Results

Pending receipt of test results and written explanations of positive confirmatory test results, employees may be suspended without pay. If an employee is suspended and the final confirmatory test result is negative, the employee will be reinstated immediately with full back pay.

Test Result Reports

ESI will promptly communicate test results to test subjects. Any test subject may request a copy of his or her test result report.

Confidentiality of Test Results

ESI will not disclose test results except as authorized by the test subject or as authorized, permitted, or required by applicable law.

Consequences of Refusal

Employees and applicants may refuse to undergo drug and alcohol testing. However, employees who refuse to undergo testing or who fail to cooperate with the testing procedures will be subject to discipline, up to and including immediate discharge. Employees who refuse to undergo testing or who fail to cooperate with the testing procedures also may be disqualified from receiving unemployment compensation benefits and/or workers' compensation benefits. Applicants who refuse to undergo testing or who fail to cooperate with the testing procedures will not be hired and will not be reconsidered for employment.

- **Right to Explain Test Results**

Any test subject who tests positive on a confirmatory test on any drug and alcohol test required by ESI may submit additional information to ESI in a confidential setting, to try to explain the confirmed positive test result.

Employees: Any employee who tests positive on a confirmatory test on any drug and alcohol test required by ESI and does not timely and successfully explain the test results will be subject to appropriate disciplinary action, at the sole discretion of ESI, up to and including immediate discharge.

Unemployment Compensation:

Any employee who tests positive on a confirmatory test on any drug and alcohol test



required by ESI, does not timely and successfully explain the test results, and is discharged based on the positive test result, may be disqualified from receiving unemployment compensation benefits.

- **Employee Substance Abuse Treatment**

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

Employees are encouraged to approach ESI at any time with any questions they have about ESI's Substance Abuse Policy.

IMMUNIZATIONS

ESI requests proof of Measles, Mumps and Rubella (MMR) immunization, however, it is not required in order to be employed by ESI. By default, ESI employees will have a *waived* status unless one of the following applies:

- Proof of MMR is provided to ESI in the form of an official medical record
- Employee was born before January 1, 1957, in which case, the employee is considered immune by natural infection and does not need to provide further proof

If an employee does not provide MMR proof and chooses a waived immunization status due to religious beliefs, personal preferences, or other undisclosed reasons, in the event of an outbreak of Measles, Mumps or Rubella, the employee will be sent home and cannot return to work until the quarantine is lifted, or until sufficient laboratory evidence/proof is provided, or until the employee is immunized (at employee's own expense). Employee may request to use accrued paid leave during this time, if it is available and if a reasonable expectation of work exists. Once paid leave is exhausted, the remaining time off will be unpaid. It is the employee's responsibility to provide the appropriate MMR immunity records to ESI.

MANDATORY COMPLIANCE TRAINING FOR ALL EMPLOYEES

Each year, all ESI employees are mandated to complete a set of required trainings. Information on how to access the trainings will be sent out to all employees via email. The trainings that are mandatory are:

- Sexual Harassment
- Blood Borne Pathogens



- Hazard Communication (OSHA)

At the completion of each training, you will have the opportunity to view and print a completion certificate. You will not need to send this certificate to ESI. ESI has access to all completion records within the system. These certificates can be used for recertification hours with the Arizona Department of Education.

PROFESSIONAL DEVELOPMENT

ESI's ongoing mission is to deliver quality instruction and services. Therefore, ESI will provide online professional development, personnel management support, and site visits with an evaluation and coaching component as applicable and necessary to your position with ESI to enhance your performance as an ESI employee.

PROFESSIONAL LIABILITY INSURANCE AND LEGAL PROTECTION

ESI has partnered with Arizona Professional Educators (AZPE), a leading teachers' association dedicated to providing teachers the necessary resources to feel confident about their rights while on the job. The program is voluntary and offers professional liability insurance and legal protection, among other added benefits. For additional information and to enroll in the program, visit: <https://educationalservicesinc.com/professional-liability-insurance>.

SEXUAL AND OTHER PROHIBITED FORMS OF HARASSMENT

Sexual and other prohibited forms of harassment consist of unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about gender-specific traits, foul or obscene language or gestures, display of foul or obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person. Sexual harassment may occur between members of the same or opposite gender.

Other harassment consists of unwelcome comments or conduct having specific or reasonably implied references to race, color, national origin, religion, age, disability, or any other legally protected characteristic. Such harassment may include, without limitation, insulting comments, "kidding," "teasing," and "practical jokes," slurs, taunting, verbal abuse or epithets, degrading comments or jokes, jokes about certain traits, and insulting pictures, drawings, objects, cartoons, posters, pictures, or printed or other visual material.

Such harassment is unlawful when:

Submission to such conduct is made either explicitly or implicitly a term or condition of an



individual's employment; or submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting the individual; or such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

If you feel you are being harassed based on sex, race, color, national origin, religion, age, or disability, or are aware of or suspect the occurrence of harassment, or have any concern about harassment, you must immediately contact ESI at 844-614-7784 and report it. You may report the matter in any manner (oral or written) with which you feel comfortable.

All complaints and concerns will be investigated promptly and thoroughly. ESI cannot ignore any complaint and cannot honor a request that nothing be done about a complaint. Such investigation shall, as much as possible, be conducted in confidence and in a manner designed to protect the privacy and rights of all parties concerned.

If the complaint or concern is determined to be justified, the employee whose conduct is considered harassing or intimidating may be subject to appropriate disciplinary action, up to and including termination.

No employee shall experience any reprisal or retaliation for reporting harassment under this policy.

ATTENDANCE AND PUNCTUALITY

Regular attendance is required. Your attendance and punctuality are very important for the smooth operation of your classroom or other place of work. You are responsible for calling the school, client or office if you are going to be late to work. Punctuality is a condition of employment.

In the same manner, if you are going to be absent from work for any reason, you must notify the school, client or office prior to your scheduled starting time. If able, you should call the school every day you are absent (unless you have been given permission to do otherwise) and report your expected return. You are also required to report any absence to ESI in writing via the ESI Time Off Form.

As a substitute, if you report to campus for an assignment that you accepted and were confirmed, and the site cancels your assignment last minute*, every effort will be made to offer you another assignment at the same or nearby campus. If there is no placement available, half day payment may be issued for arriving as originally committed, at the district's determination and discretion.

**last minute cancellation timeframe varies by district*

USE OF PRIVATE VEHICLE



Only when authorized by ESI, can a private vehicle be used for business. An employee authorized to use a private vehicle for business purposes will be required to present proof of insurance to ESI. At no time can a student be transported in a private vehicle. No student will be sent on school errands with the student's own vehicle, an employee's vehicle, or a client vehicle. Vehicle must be legally registered and ESI employee must maintain a valid driver's license. Drivers are to abide by all traffic laws while operating vehicle for business use, including driver and any passengers to wear seatbelts at all times, without exception. The use of handheld devices is strictly prohibited while driving.

STAFF CONDUCT

All employees of ESI are expected to conduct themselves in a manner consistent with effective and orderly education and to protect students and ESI/placement district property. No employee shall knowingly, by action or inaction, disrupt any legal activity or encourage any such disruption. No employee shall carry or possess a weapon on school grounds. All employees shall always attempt to maintain order, abide by the policies, rules, and regulations of the district, and carry out all applicable orders issued by the district Superintendent and ESI.

Potential consequences to employees of ESI who violate these rules may include, but are not limited to:

- Removal from school grounds
- Both civil and criminal sanctions, which may include, but are not limited to, criminal proceedings under Title 13, Chapter 29, Arizona Revised Statutes
- Warning
- Restriction from a campus and/or classroom (substitutes)
- Reprimand or Letter of Direction
- Suspension
- Termination
- Having consideration given to any such violations in the determination of or establishment of any pay or salary in later contracts or employment, if any

Staff members are to report any suspected crime against a person or property that is a serious offense, involves a deadly weapon or dangerous instrument or that could pose a threat of death or serious injury to employees, students or others on school district/ESI property. In situations involving an imminent threat, the report may be made to a local law enforcement official or by calling 911. If a threat is not imminent, the report shall be made to the appropriate supervisor or administrator. All such reports shall be promptly communicated to the Superintendent and ESI who shall ensure that appropriate action is taken.

A person who is employed by ESI and placed in a school district or is an applicant for employment with the ESI, who is arrested for or charged with any nonappealable offense listed in section [41-1758.03](#), subsection B and who does not immediately report the arrest or charge to the person's supervisor or potential employer is guilty of unprofessional conduct and the person shall be immediately dismissed from employment with ESI or immediately excluded from potential employment with ESI. A person dismissed from employment for failure to report



being arrested for or charged with a nonappealable offense has no right to appeal under the provisions of A.R.S. [15-539](#), subsection G. Prior to an action to terminate for failure to report, an employee will be given the opportunity to provide a written explanation of circumstances or events which they believe mitigate the failure to report.

Any administrator, teacher, or other ESI employee entrusted with the care and supervision of a minor may use reasonable and appropriate physical force upon the minor to the extent reasonably necessary and appropriate to maintain order. Such physical force will be appropriate only in the following circumstances: to protect the minor from himself, self-defense, in the defense of other students and school personnel, and to prevent or terminate the commission of theft or criminal damage to the property of the District or the property of persons lawfully on the premises of the District under the provisions of A.R.S. 15-843.

The threat or use of physical force is not justified as a response to verbal provocation alone, nor when the degree of physical force used is disproportionate to the circumstances or exceeds that necessary to avoid injury to oneself or to others or to preserve property at risk.

DRESS STANDARDS

ESI has adopted the following guidelines for all ESI employees to clarify expectations. The guidelines contained herein are ESI's minimum guidelines, and not an exclusive list. Administrators in client districts may develop more restrictive guidelines for their campus/department/staff, but they may not create less restrictive guidelines.

ESI recognizes that employees are role models. So, while denim jeans and shorts would not normally be considered standard professional attire, there are occasions/tasks where these would be deemed appropriate by a client district.

- Modest and professional dress is defined as follows:
 - No visible cleavage.
 - No visible undergarments.
 - Clothes not worn too tight, too loose, or transparent.
 - No bare midriffs.
 - Skirts should be the appropriate length to allow for standing or sitting in public.
 - No bare shoulders (strapless, spaghetti straps or tops with straps less than two inches (2") wide, unless worn under jacket, blouse; dress or sweater). However, sleeveless blouses that meet all the other criteria within this regulation may be acceptable.
 - Exercise pants, sweatpants, sweatshirts, shorts, or other athletic clothing should not be worn unless teaching physical education or supervising specific physical education related activities.
 - Men's shirts should have a collar when serving in a classroom setting, unless school spirit t-shirt is worn, or where shirt can be deemed professional by other standards (for example, crewneck sweaters).



- Neat clothing is clothing/apparel with:
 - No holes/tears; and not excessively wrinkled.
- In contrast, the following are considered unprofessional:
 - Rubber flip flops or thong shoes for any position where this type of footwear creates a safety concern.
 - Clothes and accessories, visible tattoos, jewelry/piercings, hair colors, etc., that are offensive and/or distracting to the learning environment.

When addressing professional dress expectations with their staff, the supervising administrator within a client district has the decision-making authority.

SUPPORT STAFF WORKLOAD

Definitions as used in this provision:

- **Compensation rates** for overtime is hours worked in a workweek more than forty multiplied by 1.5.
- **Extra time** occurs when the employee works more than the employee's weekly work schedule, but the total hours are less than 40 in that workweek.
- **Hours worked** are hours that are actually worked during the week. Hours worked does not include hours paid but not worked. Examples of hours paid but not worked are: holidays, vacation, personal or sick leave, or jury duty hours.
- **Overtime** occurs when the employee works more than 40 hours in the workweek.

Workweek Restrictions:

The normal workweek for non-exempt employees will be no more than forty (40) hours per week.

The normal workweek for certain categories of non-exempt employees may be less than forty (40) hours per week as determined by the administration.

Non-exempt employees shall not work more than the assigned number of hours or 40 hours per week unless approval has been granted by the immediate supervisor who has obtained authorization from the Client Administration to work extra time/overtime. All other cases of overtime must be pre-approved by the Client Administration unless it is for safety issues or in the cases of emergency.

The workweek for all exempt employees shall be as required.

The normal workweek for non-exempt employees is a consecutive seven-day period. Since ESI has multiple payday schedules with varying pay periods, the beginning and ending day of the workweek is dependent on each respective payday schedule.



Reporting Hours:

Time sheets are due on the pay period end date, according to your assigned payday schedule. To determine your payday schedule, visit <https://educationalservicesinc.com/paydaycalendar>. Holidays may change the day that time sheets are due, however all due dates are listed on the respective payday schedule.

If the work assignment results in the employee needing to work hours more than those scheduled, the employee shall immediately advise the supervisor. This is a continuing responsibility of the employee. The employee shall not work hours more than those scheduled unless authorized by the client, district, or office.

Compensation:

Any hours worked by a non-exempt employee more than 40 hours per workweek requires overtime compensation at the rate of 1.5 times the employee's applicable pay rate for those hours more than 40 that the employee was given approval to work by the client, district or office. Employees are NOT allowed to accrue comp time and ALL hours worked over 40 hours will be paid at the overtime rate.

Volunteers:

A non-exempt employee shall not volunteer to perform a duty(s) that is within the employee's job description.

Multiple Employments:

No non-exempt employee will be hired into more than one position of employment when the additional position(s) would require the payment of overtime compensation, unless it is established that there is no other qualified applicant for the position that would not qualify for overtime or as higher rate of overtime and the employment has been approved by client, district, or office.

Consequences for Violation of this Policy:

An employee who does not accurately record hours worked, does not timely inform the immediate supervisor if extra hours/overtime is worked, or volunteers to perform a job that is within the employee's job description/duties shall be subject to disciplinary action, including suspension with or without pay and dismissal.

A supervisor, if under ESI employment, who fails to monitor his subordinate's work hours in order to assure that hours are accurately recorded by employees, permits employees to work extra time/overtime without proper authorization, does not utilize a flex time to adjust the employee's work schedule whenever possible or knowingly permits an employee to volunteer to perform a duty that is within the employee's job description/duties will be subject to disciplinary action including suspension with or without pay and dismissal.



TIME SHEETS

All non-exempt hourly or salary employees are required to keep accurate time sheets daily and sign the time sheets at the end of each pay period. No time sheet will be processed for payment unless signed by employee's supervisor before submitting. No employee can sign in for another employee under any circumstances. If an employee's timesheet is not received by the due date, the payment will be processed on the employee's next pay date unless prior arrangements have been made with the ESI Payroll Department.

PAYDAY

Your pay period is based on a bi-weekly payroll cycle. Payday schedules vary depending on your work location. To view your payday calendar, visit: educationalservicesinc.com/paydaycalendar. Please call Payroll at (844) 614- 7784 immediately if you have any questions or find any errors on your paycheck. Any necessary adjustments to your paycheck for the current period will be made in the next paycheck, unless there are extenuating circumstances that require otherwise.

DEDUCTIONS

There are several payroll deductions that may be taken from your wages. Law requires some of these while others may be requested or authorized by you. Payroll withholding taxes are taken according to tables or percentages mandated by the taxing agencies, including local, state and federal governments.

A summary of all deductions is included on your paystub displaying the individual payday and year-to-date deduction amounts. Voluntary deductions are not permissible outside of the insurance premiums or the company sponsored 401(k) plan contributions.

If an overpayment occurs to an employee, ESI will make all attempts to notify the employee and establish the best option for correcting overpayment. If an overpayment occurs, ESI is authorized to reverse any ACH amount deposited and/or deduct funds from future pays until it is satisfied. If an employee is no longer working or not a full-time employee, ESI will contact the employee to make arrangements to repay this overpayment. If an employee refuses to repay any overpayment, this could affect future employment as well as have legal recourse.

All monies owed ESI at the time of employees' termination (either by authorization or overpayment) will be deducted from the final check.



CHILD SUPPORT WAGE WITHHOLDING

Child Support Wage Withholding Arizona Revised Statute 23-722.02 requires employers to ask each new employee if he or she is subject to child support wage withholding. This statute applies to all new hires and all employees who are rehired or returning from an unpaid leave of absence. If you owe child support, have any other type of wage garnishment, or have multiple garnishments it is your responsibility to notify each of the garnishing authorities of your new employment with Educational Services, Inc. so that an official garnishment order will be sent to us. Upon receipt of the official support or garnishment order, ESI will begin withholding wages according to the terms of the order.

GRIEVANCE PROCEDURES

The Employee Grievance Procedure is established to assist employees when they feel they have a grievance or a dispute with ESI concerning their employment. This procedure is available to all employees.

The purpose of this procedure is to provide an opportunity to seek an equitable solution without fear of recrimination or prejudice. The employee will be extended an opportunity to present information which disputes the information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee's performance or conduct issues.

An employee who has a grievance or complaint should contact the ESI Human Resource Officer to discuss the matter. The discussion should be held as soon as possible following the offense or when the dispute occurred and, in all cases, shall take place within five (5) working days thereafter. The ESI Human Resource Officer will examine the information submitted and render a written ruling within two working days. If this does not settle the dispute, the employee may appeal in writing for a formal review by the Director of Operations. The written appeal must be completed within three (3) working days and delivered to ESI.

Once the appeal decision is made within five (5) working days, it becomes final. A written explanation will be provided to the employee. Behavior that is illegal is not subject to consideration of this process. Similarly, theft, intoxication, fighting and any other acts of violence at work are not subject to this process.

CONTINUED HEALTH INSURANCE FOR BENEFICIARIES

As the result of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), qualifying individuals (beneficiaries) are entitled to continued health insurance coverage under the ESI health plan. Qualifying individuals are entitled to health insurance coverage identical with the coverage provided immediately prior to their resignation, and each qualified individual is entitled to elect the continued coverage independently. When an employee qualifies as a beneficiary of continued coverage, he or she will be sent enrollment information to indicate



continuation or declination of conversion coverage.

ESI is proud to offer you a broad range of benefit options. Employees can choose from a number of plans including medical, dental, vision, and voluntary supplement programs.

Once eligible, employees have 31 days to complete enrollment in the group insurance program. If elections are not made within the 31-day initial period of eligibility, you will be required to wait until Annual Open Enrollment or until a Qualifying Life event takes place. Failure to re-enroll will result in loss of coverage.

If benefits are elected, ESI will take payroll deductions for the appropriate premiums from your paychecks on a pre-tax basis. Variable-hour employees are required to work enough hours during the month to allow ESI to fully deduct the appropriate amount of premium from each paycheck. If you do not work enough hours to cover the full payroll deduction, then direct payments to ESI must be made timely and compliant with the billing instructions provided by ESI to keep the coverage in-force.

Please contact ESI directly at (844) 614-7784 for benefit enrollment information.

POLICY FOR FINGERPRINTING EMPLOYEES

It is the policy of ESI that all employees that work in public or charter school districts are required to obtain an "Identity Verified Print" (IVP) Fingerprint Clearance Card. In accordance with ARS 15-512, revised in the 2014 legislative session, Public and/or Charter School Contractor, Subcontractor, or Vendor & their employees and Public and/or Charter School Contractor non-certified personnel are now required to have an IVP Fingerprint Clearance Card.

This applies to all ESI employees in all public and charter school district positions, both certified and classified. Certain positions may not have required an IVP Fingerprint Clearance Card (or any fingerprint clearance card) as employees of the school district. However, ESI employees working in school district positions are contract employees and as such, an IVP Fingerprint Clearance Card is mandated by law. ESI employees applying for a fingerprint clearance card for the first time will be required to apply for the IVP Fingerprint Clearance Card.

The Department of Public Safety now offers an online application and digital fingerprinting with shorter processing times. ESI will also maintain a supply of paper IVP Fingerprint Clearance Card application packets and will send them out if an employee is unable to utilize the online service. When using the paper application, employees can have their fingerprints taken at a local law enforcement agency or professional fingerprinting company (some school districts also provide the IVP application service). The fingerprint technician is responsible for sending the fingerprint card and application to the Arizona Department of Public Safety along with the applicant's fee. All instructions and details are included in the application packet itself. Please review the instructions on how to obtain or renew an IVP Fingerprint Clearance Card [here](#).

New employees should apply for their IVP Fingerprint Clearance Card in advance to allow sufficient time for the application to process. Employees will be cleared to start working once



they have an IVP Fingerprint Clearance Card in hand. Employees who are renewing their IVP Fingerprint Clearance card will need to apply for a renewal prior to their current card's expiration date to ensure a current card is always on file.

In addition, ESI will grant a short grace period for new and returning employees who are applying for a new or renewal IVP Fingerprint Clearance Card. This will allow ESI employees to start or continue to work and receive payment. To qualify, ESI must have a cleared background check on file as well as a valid copy of the IVP paper application, or, if using the online fingerprinting service, a copy of the email confirmation with the application number included. For new employees, the grace period will begin on the date the IVP fingerprint application was completed. For returning employees, the grace period will begin on the date their card expired. There will be no additional extensions to the grace period.

Upon receipt of the IVP Fingerprint Clearance Card, employees will need to send a copy of the card to the ESI Human Resources department.

You must submit a copy of your IVP Fingerprint Clearance card. Failure to do so will prevent you from starting or continuing current employment with ESI.

REPORTING SUSPECTED CHILD ABUSE OR NEGLECT

Employees must immediately and independently ensure that the information regarding suspected abuse or neglect is reported to a peace officer or the Department of Child Safety. Section 13-3620 (A), A.R.S., (Reporting Statute) requires all school personnel who reasonably believe that a minor is or has been a victim of child abuse or neglect to "immediately report or cause reports to be made of [the] information to a peace officer or to the Department of Child Safety." Although informing a principal or other supervisor is advisable, this does not necessarily satisfy the teacher's duty to ensure that the information regarding the suspected abuse is conveyed to a peace officer or the Department of Child Safety.

School personnel can ensure that the information is conveyed to the proper state investigating authority by either directly reporting the suspected abuse, or confirming that a report made to a supervisor, principal, or other person is immediately conveyed to a peace officer or the Department of Child Safety. Moreover, a school employee who receives a report of child abuse is also statutorily responsible for reporting the information to a peace officer or the Department of Child Safety.

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 do harm must report to a peace officer or to Department of Child Safety.



USE OF TECHNOLOGY RESOURCES

You agree to uphold federal and state laws and to abide by ESI and any placement district policies, rules and regulations when using ESI and any placement district's computer network system related to employment with ESI.

Generally accepted appropriate uses include, but are not limited to, the following:

- Using appropriate, respectful language.
- Using these resources so as not to disrupt service to other authorized users.
- Keeping personal information, including passwords, confidential. Any misuse of network access is the employee's responsibility.
- Informing ESI and placement district if inappropriate information, including obscene or pornographic material, is mistakenly accessed. Also, promptly reporting any breaches of security or filter tampering.
- Abiding by all copyright and trademark laws and regulations.
- Being responsible for the appropriate storage and backup of personal data

For this agreement, the term "technology" includes the use of any of the following as an ESI employee:

- The placement school network
- The Internet
- Any sites or software that support learning
- Any technological devices that belong to ESI or any placement district

Any personal technological devices used while on the placement school's campus, including but not limited to cell phones, tablets, laptops/computers and personal audio devices is prohibited during instruction time or while entrusted with the supervision of students.

Technology at ESI and any placement district must be used in conformity with laws of the United States and the State of Arizona. Violations include, but are not limited to, the following:

- Criminal Acts – These include, but are not limited to, "hacking" or attempting to access computer systems without authorization, harassing email, cyberstalking, child pornography, vandalism, and/or unauthorized tampering with computer systems.
- Libel Laws – Posting or publishing defamatory materials on the Internet, email, or any other social media.
- Copyright Violations – Copying, selling or distributing copyrighted material without the express written permission of the author or publisher (users should assume that all



materials available on the Internet are protected by copyright), engaging in plagiarism (using other's words or ideas as your own).

Failure to adhere to the terms of this agreement will subject the employee to serious consequences such as disciplinary action up to and including termination and/or referral to law enforcement.

EMPLOYEE AGREEMENT TO NETWORK ETIQUETTE AND RESPONSIBLE USE OF ESI AND ANY PLACEMENT DISTRICT TECHNOLOGY:

- I hereby acknowledge and understand that passwords are private. I will not allow others to use my account name and password or try to use that of others.
- I will be polite and use appropriate language in my e-mail messages, online postings, and digital communications with others. I will not use profanity, vulgarities or any other inappropriate language as determined by district administrators.
- I will use e-mail and other means of electronic communications (e.g. blogs, wikis, chat, instant- messaging, discussion boards, etc.) responsibly. I will not use computers, cell phones, personal digital devices or the Internet for any illegal or unethical purposes, including intent to incite violence, cause personal harm or bodily injury, or to harass or "stalk" another individual, send or post hate or harassing mail, make discriminatory or derogatory remarks about others, or engage in bullying, harassment, or other antisocial behaviors.
- I understand that I am an ambassador for ESI and any placement district in all my online activities. I understand that what I do on social networking websites should not reflect negatively on ESI, any placement district student, my fellow employees or on ESI or any placement district. I understand that I will be held responsible for how I represent myself and ESI or any placement district on the Internet.
- I will not use any form of social networking to interact with students at any time.
- I understand that masquerading, spoofing, or pretending to be someone else is forbidden. This includes, but is not limited to, sending out e-mail, creating accounts, or posting messages or other online content (e.g. text, images, audio or video) in someone else's name as a "joke."
- I will use ESI or any placement district computer resources responsibly. I will not view or attempt to view pornography, vulgarity, sexually explicit material, or un-moderated and un-educational posts on the Internet or through e-mail. I will not retrieve, save, or display hate-based, offensive or sexually explicit material using any of ESI or any placement district's computer resources. I am responsible for not pursuing material that could be considered offensive. I understand that I am to notify ESI immediately if by accident I



encounter materials which violate appropriate use.

- I will use ESI and any placement district technology resources productively and responsibly for school-related purposes only. I will not use the ESI or any placement district network for non- educational uses including, but not limited to, Internet chatting, gaming, shopping, wagering, or gambling. I will not use any technology resource in such a way that my use would disrupt the activities of other users.
- I will not attempt to bypass security settings or Internet filters or interfere with the operation of the network by installing illegal software, shareware, or freeware on school computers.
- I understand that vandalism is prohibited. I will not willfully damage or limit the functionality of a computer, either by intentionally spreading computer viruses or programs intended to do this or by damaging or removing any computer or networking hardware. I will not modify or destroy equipment, programs, files, or settings on any computer or other technology resource.
- I will not violate any other user's rights to privacy. I will not use, or access files, software, or other resources owned by others without the owner's permission.
- I will respect the intellectual property of other users and information providers. I will obey copyright guidelines. I will not plagiarize or use other's work without proper citation and permission.
- I will not view, submit, publish, display, or retrieve materials forbidden by local, state, or federal statutes, laws, and regulations or district policies and regulations. I will not download, upload, copy, or install software (programs) that do not follow district guidelines.
- I hereby acknowledge that e-mail on ESI or any placement district technology equipment is not private and may be read and monitored by designated ESI and any placement district's staff. I consent to the monitoring of any use of technology resources of the district.
- I will not take any pictures of students, under any circumstance, with or without consent.

ESI and the placement district specifically denies any responsibility for the accuracy of information obtained on the Internet while using district technology resources. While ESI and the placement district try to ensure access to proper materials by using filtering software, the user has the ultimate responsibility for how the technology resources are used and bears the risk of reliance on the information obtained.



Substitutes with ESI

We welcome you to ESI as an on-call, variable-hour employee with day-to-day and/or long-term assignments as requested by our clients. Your representation of ESI is paramount to our service commitments to meet the needs of our clients. All the material covered in the ESI Employee Handbook applies to your service as a substitute. You should familiarize yourself with the guidelines and stipulations as prescribed for all ESI employees. We look forward to your service and are available if you have any questions.

BENEFITS

Federal law states that an employer is required to measure the hours worked by variable-hour employees to determine whether annual hours indicate eligibility for future health insurance coverage. A variable-hour employee is an employee who, at the time of hire, cannot be determined to be reasonably expected to work an average of at least 30 hours per week (full-time status). Therefore, to determine your eligibility for future coverage, we will track the hours you work over a 12-month period. If it is determined that you are eligible at the end of the 12-month measurement period, you will be offered health insurance coverage for the following 12 months. Coverage is never available retroactively. At that time, if you do elect our health insurance coverage, you will be responsible for paying your share of the scheduled premiums. Furthermore, if you elect our coverage, federal law generally requires you to keep that coverage for the following 12 months; very limited circumstances would permit you to drop your election mid-year. You may also choose to decline coverage. Your hours will be tracked each year according to a timeframe based on your plan requirements. An annual calculation will be done, and your work frequency during this subsequent period will determine if you are eligible for coverage going forward. A variable-hour employee must accrue more than 900 hours during the measurement period to qualify for full-time status. A full-day substitute assignment will be calculated as 7.5 hours of work for the annual calculation.

GUIDELINES FOR CLASSROOM MANAGEMENT AND PROFESSIONALISM

All ESI Substitutes are expected to:

- Create an atmosphere of positive reinforcement that enriches the learning of each student.
- Ensure adequate supervision to assure health, welfare and safety of all students.
- Maintain professional relationships with all staff and administration.
- Establish classroom order with your skill rather than force. Be firm and friendly. Manage students' behavior in the classroom by establishing and enforcing rules and procedures.
- Reach out to the school substitute coordinator, principal, and/or resource officer if a



discipline problem occurs that you are unable to handle. Substitute teachers are permitted to restrain students only according to A.R.S. 15-843. Do not hesitate to ask for assistance.

- Accept familiar subjects and/or grade assignments only.
- Make a reasonable effort to continue the program of the regular teacher and to follow the lesson plans to fit in with the existing schedule. Plan, prepare, and deliver lesson plans and instructional materials that facilitate active learning.
- Observe and evaluate students' performance and development. Provide appropriate feedback on work. Share sensitive feedback with school authorities rather than the public.

The following are strictly prohibited:

- Never take or post pictures of any students under any circumstance, with or without consent.
- Do not communicate with students, former students, or children under 18 years of age via phone, text, or social media. Do not reach out to, follow, or communicate with any student via social media, at any time.
- Personal devices are strictly prohibited during instruction time or when entrusted with the supervision of students.

INACTIVITY TERMINATION FOR SUBSOURCE SUBSTITUTES

On-call employees (substitutes) must remain active employees in order to remain active in any substitute absence management system that is being used by a placement district. Inactive employees will be removed from the substitute absence management system as well as removed from active employment with ESI. On-call employees that have not completed an assignment after six (6) months will become inactive and removed from the applicable systems. If an inactive employee wishes to be made active, he or she must contact ESI to pursue being reinstated as an active on-call employee with ESI.

REMOVAL FROM ESI SUBSTITUTE ROSTER

A substitute may be removed from the ESI Substitute roster when three (3) or more administrators have negatively commented on his/her performance or have requested that the substitute NOT return to their school site or district.

A substitute may be removed from the ESI Substitute roster for excessive number of refusals to accept teaching assignments, for not reporting for an accepted assignment, for excessive number of cancellations, or for excessive tardiness.

A SUBSTITUTE MAY BE IMMEDIATELY REMOVED FROM ESI'S SUBSTITUTE ROSTER FOR ANY INCIDENT INVOLVING INSUBORDINATION, INCOMPETENCY, IMMORALITY,



GROSS MISCONDUCT, PHYSICAL OR VERBAL ABUSE OF STUDENTS OR STAFF,
AND/OR FOR ACCUSATION RESULTING IN A CRIMINAL INVESTIGATION.

