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Section I

1.1 Introduction

Welcome to Amazon Private School. This handbook is made just for you. It sets out to answer questions concerning employment at the School for the sake of quality services toward quality education. We believe that quality education depends on qualified service-renders with a policy designed for the best interest of all working personnel. You will find in this handbook our expectation of the best effort from everyone and quality education being realized day by day through your unrelenting services.

1.2 Employee Handbook

This Employee Handbook is designed to summarize certain personnel policies and benefits of Amazon School and to acquaint employees with many of the rules concerning employment with the School. This Handbook applies to all employees, and compliance with the School's policies is a condition of employment. This Handbook supersedes all previous employment policies, written or oral, express and implied. The School reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time in its sole and absolute discretion. This Employee Handbook is not a binding contract between the School and its employees, nor is it intended to alter the at-will employment relationship between the School and its employees. The School reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.3 Changes in Policy

Since our business is constantly changing, the School expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. No oral statements or representations can in any way alter the provisions of this Handbook. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the School.

If you are uncertain about any policy or procedure, please check with you manager of Human Resources.

1.4 Employment-At-Will

Employment with the School is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the School is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.

Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, changes

of wages and benefits, demotions, etc. No person other than Managing Director has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Managing Director has the authority to make any such agreement, which is only binding if it is in writing and signed by the Managing Director.

1.5 Arbitration Policy

In consideration of your employment with Amazon, its promise to arbitrate all employment-related disputes, and your receipt of the compensation, pay raises, and other benefits paid to you by the School, at present and in the future, you agree that any and all controversies, claims, or disputes with anyone (including the School and any employee, officer, director, or benefit plan of the company, in their capacity as such or otherwise), whether brought on an individual, group, or class basis, arising out of, relating to, or resulting from your employment with Amazon or the termination of your employment with the School, including any breach of this agreement, shall be subject to binding arbitration under the terms and conditions set forth in the at-will employment, confidential information, invention assignment and arbitration agreement between you and Amazon (or such other confidentiality agreement between you and the school, each the “confidentiality agreement”). In the event the confidentiality agreement between you and the Amazon does not contain an arbitration provision, then you nevertheless agree to arbitrate any and all claims set forth above in a neutral, mutually agreeable forum according to the applicable minimum standard for arbitration.

Section 2 Employment Policies

2.1 Employee Classifications

The following terms are used to describe employees and their employment status:

Exempt Employees – In general, exempt employees are those who engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime rules.

Nonexempt Employees – All employees who are covered by the minimum and overtime rules are considered nonexempt. Employees working in nonexempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

Full-time Employees – Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

Part-time Employees – Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

Temporary Employees – Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment (see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

Independent Contractor or Consultant – These individuals are not employees of the School and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished.

Part-time employees, temporary employees and independent contractors or consultants are not entitled to benefits. Part-time employees, however, can be entitled to Bonus Pool.

Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the School or the employee at any time, with or without cause and with or without notice.

2.2 Equal Employment Opportunity & People with Disabilities

It is the policy of the School to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or union laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The School expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the School will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the School's operations. If you desire a religious accommodation, you are expected to make the request in writing to your manager/supervisor as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with the School in seeking and evaluating alternatives.

Moreover, [in compliance with the People with Disabilities Act,] the School provides reasonable accommodations to qualified individuals with disabilities to the fullest extent

required by law. The School may require medical certification of both the disability and the need for accommodation. Keep in mind that the School can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The School will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

2.3 Confidentiality

In the course of employment with the School, employees may have access to “Confidential Information” regarding the School, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the School considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the School’s competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the School and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the School’s premises, and during and even after the end of the employee’s employment with the School. This duty of confidentiality also applies to communications transmitted by the School’s electronic communications. See also Internet, Email and Computer Use policy, herein.

As a condition of employment with the School, all employees must sign a Non-Disclosure Agreement.

2.4 Employment of Minors

The School in its employment strictly adheres to the child labor provisions of the Child Law and the United Nations’ Convention on the Rights of the Child which are designed to protect the rights of the child, the educational opportunities of youth and prohibit their employment in jobs that are detrimental to their health and safety. The School does not employ minors without prior authorization by proper legal authorities.

2.5 Employment of Relatives

The School recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the School’s operations. When the School determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative. Relatives subject to this policy include: father, mother, sister, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

If present employees become relatives during employment, the School should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the School’s operations

exists. If the School determines that such a problem exists, the School will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

2.6 Introductory Period

The first 15 days of employment are considered an introductory period of all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager/supervisor will monitor your performance. Upon completion of the introductory period, your manager/supervisor will review your employment, you will be advised of any improvement expected. This is also an opportunity for you to make suggestions to improve the School's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the School for any definite period of time, but instead allows both you and the School to evaluate whether or not you are right for the position. Your status as an at-will employee does not change – the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the School.

2.7 Personnel Records and Employee References.

The Company maintains a personnel file and payroll records for each employee as required by the law. Personnel files and payroll records are the property of the School and may not be removed from School premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the School will cooperate with requests from authorized law enforcement or local, state, or union agencies conducting official investigations and as otherwise legally required.

Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the School offices during regular business hours and in the presence of an individual appointed by the School to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed. You may add your comments to any disputed item in the file.

By policy, the School will provide only the former or present employee's dates of employment and position(s) held with the School. Compensation information may also be verified if written authorization is provided by the employee.

2.8 Privacy

The School is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. In general, any documented information of employees even which are not considered private will be released only on a need-to-know basis.

2.9 Political Neutrality

Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The School will not discriminate against any employee because of identification with and support of any lawful political activity. School employees are entitled to their own personal political position. The School will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the School, and that you are not representing the School.

Section 3 Hours of Work and Payroll Practices

3.1 Remuneration

The payment packet of the School includes fixed salary for exempt employees, basic pay plus allowances for fulltime employees and an hourly rate for waged employees.

Allowances consist of qualification allowance, medical allowance, family allowance, maternity allowance, family allowance, meal allowance, attendance allowance, travelling allowance and others (e.g. commission, tips, etc.); all reasonable expenses arising out of employment shall be reimbursed assuming same have been authorized prior to being incurred and with the provision of appropriate receipts. The School reserves the right to determine and review allowances and the hourly rate for waged employees in its sole discretion, unless otherwise required by law. Only time actually worked will be paid.

3.2 Pay Periods and Paydays

Employees are paid on a monthly basis. All employees will be paid on the 1st day of the following month. All employees are paid by cash or check or direct deposit on the above-mentioned payday. If the regular payday falls on a weekend or School holiday, employees will be paid on the last business day before the holiday and/or weekend.

3.3 Working Hours

The Hour of Work is fixed for fulltime employees at (any) 5 days per week, and 8 hours per day from 8:30 in the morning to 4:30 in the afternoon. Shift work will sometimes be required on Saturday and Sunday and during holidays and the School breaks. However, the shift work for one employee will not exceed one working day in a month.

3.4 Overtime

Overtime is any time worked in excess of 40 hours per week.

Nonexempt employees will be paid 20% higher than their regular hourly pay.

All overtime work by non-exempt employees must be authorized in advance by their manager/supervisor. Only hours actually worked will be used to calculate overtime pay.

3.5 Rest and Meal Periods

Rest and Meal periods will be in accordance with the daily time table of the School. All employees are required to stick strictly to the daily schedule.

3.6 Time Cards/Fingerprint Machine

Nonexempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards/fingerprint are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

3.7 Payroll Deductions

Various payroll deductions are made each payday to comply with the School policies pertaining to benefits and insurance. Deductions will be made for Worker's Compensation and General Provident Fund and/or as authorized from time to time by the employee verbally or in writing. The employee can submit in writing a request to deduct his or her payroll each payday to comply with laws pertaining to taxes and insurance and/or others.

3.8 Wage Garnishment

A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the School receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

3.9 Direct Deposit

All employees are encouraged, but not required, to use direct deposit and have their paychecks deposited into a bank account of an accredited participating bank or credit union.

Section 4

Standards of Conduct and Employee Performance

4.1 Anti- Harassment and Discrimination

The School is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individual on the basis of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by local, state or union laws is illegal and prohibited by School policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the School will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the School does business engages in unlawful harassment or discrimination, the School will take appropriate corrective action.

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
- b. Submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
- c. It creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the School's electronic communications system, or through other on-line conduct.

Complaint Procedure:

Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor, or anyone else who does business with the School, should immediately report such conduct to their supervisor or any other member of management.

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the School will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the School's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or union enforcement agency for legal relief.

4.2 Attendance

Punctuality and regular attendance are essential to the successful operation of the School's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

4.3 Discipline and Standards of Conduct

As an at-will employer, the School may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed

will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the School determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the School's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards or conduct apply to all employees whenever they are on School property and/or conducting School business (on or off School property). Engaging in any conduct the School deems inappropriate may result in disciplinary action, up to and including termination.

- a. Dishonesty;
- b. Falsification of School records;
- c. Unauthorized use of possession of property that belongs to the School, a coworker, or of the public;
- d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- f. Insubordination, failure to perform assigned duties or failure to comply with the School's health, safety or other rules;
- g. Unauthorized or careless use of the School's materials, equipment or property;
- h. Unauthorized and/or excessive absenteeism or tardiness;
- i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- j. Sexual or other illegal harassment or discrimination;
- k. Unauthorized use or disclosure of the School's confidential information;
- l. Violation of any School policy.

4.4 Dress Code

What we wear to work is a reflection of the pride we have in our School, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

4.5 Safety

The School is committed to providing a safe workplace. Accordingly, the School emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

Where suitable protective clothing and equipment is provided by the Employer, employee must wear and/or use the clothing and equipment in accordance with the Employer's instructions. Failure to do so may result in disciplinary action. The employees must report to their manager any defects or wear and tear in the clothing or equipment.

4.6 Medical Assessment and Reports

- a. Where the Employer has concerns about your health or welfare for any reason relevant to your employment or to the business, it can require you to undergo an independent medical assessment by an appropriately qualified practitioner of the Employer's choosing and at its expense. You agree that the Employer may ask the practitioner any questions that it believes in good faith are relevant.
- b. You agree that the Employer may request the practitioner to produce such written reports about your health or welfare as it requires and utilize such reports in such ways as it reasonably believes are necessary to assist it in making decisions about your health, safety or welfare, or the health, safety and welfare of any third party and the impact those may have on your continued employment. You may request a copy of any such reports and the Employer shall comply with the provisions of the Privacy Policy in complying with such requests.

4.7 Substance and Abuse

The School is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the School's premises or while using the School vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized School social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encourage to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

4.8 Workplace Searches

All offices, desks, file drawers, cabinets, lockers, School vehicles, and other School equipment (including but not limited to computers, e-mail and voice mail and facilities or any area on School premises are the property of the School (“School Property”), and are intended for business use. Employees should have no expectation of privacy with respect to School property and/or items stored within School Property or on School premises. Inspection may be conducted at any time, without notice, at the discretion of the School.

In addition, when the School deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the School’s premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

4.9 Internet, Email and Computer Use Policy

The school uses various forms of electronic communication including, but not limited to: computers, email, telephone, voicemail, instant message, text message, Internet, cell phones and smart phones (hereafter referred to as “electronic communications”). The electronic communications, including all software, databases, hardware, and digital files, remain the sole property of the School and are to be used only for School business and not for personal use.

The following rules apply to all forms of electronic communications and media that are: (1) accessed on or from School premises; (2) accessed using the School computer or telecommunications equipment, or via School-paid access methods; and/or (3) used in a manner which identifies the School. The following list is not exhaustive and the School may implement additional rules from time to time.

- a. Electronic communication and media may not be used in any manner that would be discriminatory, harassing, or obscene, or for any other purpose that is illegal, against School policy, or not in the best of the School. Employees who misuse electronic communications and engage in defamation, copyright or trademark infringement, misappropriation of trade secrets, discrimination, harassment, or related actions will be subject to discipline, up to and including termination. Employees may not install personal software on School computer systems.
- b. Employee’s own electronic media may only be used during breaks. All other school policies, including the School’s no tolerance for discrimination, harassment, or retaliation in a workplace apply.
- c. All electronic information created by any employee on School premises or transmitted to School property using any means of electronic communication is the property of the School and remains the property of the School. You should not assume that any electronic communications are private or confidential and should transmit personal sensitive information in other ways. Personal passwords may be used for purposes of security, but the use of a personal password does not affect the School’s ownership of

the electronic information. The School will override all personal passwords if necessary for any reason.

- d. The School reserves the right to access and review electronic files, messages, internet use, blogs, "tweets", instant messages, text messages, email, and other digital archives, and to monitor the use of electronic communications as necessary to ensure that no misuse or violation of School policy or any law occurs. All such information may be used and/or disclosed to others, in accordance with business needs and the law. The School reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.
- e. Employees are not permitted to access the electronic communications of other employees or third parties unless directed to do so by School management. No employee may install or use anonymous e-mail transmission programs or encryption of e-mail communications.
- f. Employees who use devices on which information may be received and/or stored, including but not limited to cell phones, cordless phones, portable computers, fax machines, and voice mail communications are required to use these methods in strict compliance with the Confidentiality section of this Handbook. These communications tools should not be used for communicating confidential or sensitive information or any trade secrets.
- g. Access to the Internet, websites, and other types of School-paid computer access are to be used for School-related business only. Any information about Amazon School, its products or services, or other types of information that will appear in the electronic media about the School must be approved before the information is placed on any electronic information resource that is accessible to others.

4.10 Cell Phone Policy

The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office and the workplace, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

The School may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for School business, employees must comply with all School policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings and in classroom.

4.11 Employment Relationship Problems

An employment relationship problem is any problem relating to or arising out of the employee's employment relationship. It includes personal grievances and disputes about the interpretation, application or operation of the Employment Contract but does not include any problems relating to or arising from fixing new terms and conditions of employment. All employment relationship problems between you and the Employer will be dealt with in accordance with the plain language explanation of the services available for the resolution of employment relationship problems specified in **Schedule One** in the appendix of this Handbook.

4.12 Suspension

If the Employer is investigating an allegation of serious misconduct against an employee, the Employer is entitled to suspend the employee on full pay until the investigation is concluded. The Employer will consult with the employee before suspending him or her. The employee must remain contactable and available for meetings if required by the Employer whilst on suspension.

4.13 Conflict of Interest

You as an employee of the School, shall not, during your employment, enter into any other employment agreement or relationship or activity (whether paid or unpaid) that could bring you into conflict with the obligations and undertakings arising from this employment agreement or which could adversely affect your duty of fidelity to the School. Any breach of this clause will be treated as serious misconduct and may result in termination without notice in accordance with the at-will employment policy.

Following termination of the employee's employment with Amazon School for any reason the employee shall not hire or attempt to hire any current employees of the School and for any reason the employee shall not solicit business from current clients or clients who have retained business with Amazon School in the 6 month period immediately preceding the employee's termination.

Section 5 Employee Benefits and Services

5.1 Generally

Amazon School offers benefits for its full-time employees. From time to time, benefits may be added or deleted from the benefits package. The School reserves the right to make such changes.

This Handbook does not contain the complete terms and/or conditions of any of the School's current benefit plans. It is intended only to provide general explanations. For information regarding employee benefits and services, employees should contact Human Resources.

5.2 Worker's Compensation

The purpose of Worker's Compensation is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. It is designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.

Amazon School carries Worker's Compensation Insurance for all employees and pays the entire cost of the insurance program. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance department. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Worker's Compensation, with payments being made directly to the hospital or physician. Worker's Compensation benefits to injured workers also include assistance to help qualified injured employees' return to suitable employment.

5.3 Bonus Pool

The Employee Bonus Plan creates a bonus pool in which the School contributes a percentage of its net profits. An appointed officer (the financial officer or accountant) will determine the School's net profit and the School's shareholders determine what percentage of the School's net profits it will contribute to the Bonus Pool. The determination of the actual percentage of net profits to be contributed by the School to the Bonus Pool is solely and completely within the discretion of the administration. The administration is not under any obligation to account to any employee as to why or how such determination of the percentage was made. In addition, the administration is not under any obligation to contribute any percentage of the net profits to the Bonus Pool.

The purpose of this plan is to provide incentives and rewards for the employees of the Amazon School. The Plan aims to provide all employees, each in the amount proportional to their completed hours of service with the School and the quality of their contributions to the School, with a financial interest in the profitability of the School and to reward long term employment with the School. It is the intention of the School to annually allocate a portion of its profits to the Bonus Pool in accordance with the terms of the Employee Bonus Plan.

An employee whose employment with the School is terminated for any reason prior to the end of that Academic Year will not be entitled to share in the allocation of the Bonus Pool.

An eligible employee's allocable share of the Bonus Pool shall be paid to the employee in a cash or lump-sum payment as soon as is practicable after the administration has determined the amount of the School's contribution for that year.

5.4 General Provident Fund or Retirement Saving

All fulltime employees at their chronological age of 60 must sign the Employee's Retirement Agreement with the School and retire fully, unless otherwise required by the administration concerning with the employee's employment with the School.

It is the aspiration of the School to give its fulltime employees a retirement benefit by creating the General Provident Fund. The employer and the employee are to make matching

contributions towards the General Provident Fund in an equal amount each year. The contributions shall be 25% of the employee's monthly salary unless changed from time to time by the administration or specified in different terms in the employment contract. The employee's contribution will be withheld from the employee's payroll and directly deposited along with the School's contribution to the Retirement Saving Account of the School.

An employee whose employment with the School is terminated for any reason prior to signing the employee's retirement agreement and/or an unexpected death of the employee will not be entitled to the contributions made by the School towards the employee's retirement saving. In such instance, the School will withdraw the total amount of its contribution.

Section 6

Employee Leaves of Absence and Time Off

6.1 Generally

While regular attendance is crucial to maintain business operations, the School recognizes that, for a variety of reasons, employees may need time off from work. The School has available a number of types of leaves of absence. Some are governed by law and others are discretionary. All leaves must have the approval of School management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the School, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the School.

For all planned leaves employees must submit a request as outlined hereunder in advance; in case of emergencies, however, employees should submit the request as soon as they become aware of the need for leave. All requests for a leave of absence will be considered in light of their effect on the School and its work requirements, as determined by School management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the School will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation. The employee must provide a certification from his or her health care provider to the School to support a leave for medical reasons. Failure to provide the required certification to the School in timely manner will result in delay or denial of leave. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

All paid leave will be paid at the employee's 'relevant daily pay' or, where applicable, the employee's 'average daily pay'.

6.2 Sick, Personal and Holidays

Paid 10 business days off in one academic year, which cannot be accrued, is reserved by the School for the employee's casual leaves which includes sick days, bereavement days, floating holidays and other personal days.

All public holidays and the School break days as announced by the administration are considered as paid holidays and vacation days and all employees are allowed to enjoy them fully.

a. Sick leave

Once you have been working continuously for the Employer for 6 months, you are entitled to 5 days' paid sick leave for that academic year, which you can take when:

- i. You are sick or injured;
- ii. Your spouse or de facto partner is sick or injured; or
- iii. Someone who depends on you for care is sick or injured

You will become entitled to a further 5 days paid sick leave on the completion of one academic year of employment.

You must make every effort to notify the Employer before your normal starting time for work on any day that you are sick or injured. Failure to do so may be considered misconduct and punishable in accordance with the rule of the School.

The Employer is entitled to ask you for a medical certificate to support your claim for sick leave if you are absent for 3 or more consecutive calendar days, whether or not the days would otherwise be working days for you. The Employer may also require proof of sickness or injury if you have been absent for less than 3 consecutive calendar days in which case the Employer shall inform you as early as possible that proof is required and agrees to meet your reasonable expenses in obtaining such proof.

Unused sick leave has no value other than for the taking of sick leave and will not be paid out at any time.

b. Bereavement leave

Once you have been working continuously for the Employer for 6 months, you are entitled to two to three (1-3) days' paid bereavement leave each time you suffer a bereavement on the death of your:-

- i. Spouse or de facto partner
- ii. Parent
- iii. Child
- iv. Sibling
- v. Spouse's or de facto partner's parent
- vi. Grandparent
- vii. Grandchild

The Employer after discussion with the employee will determine the length of the bereavement leave applied by the bereft employee giving priority and more days off to serial numbers (i) to (iii) above and less days off to serial numbers (iv) to (vii) above.

After 6 months of employment, you will become entitled to one (1) day's bereavement leave on the death of any other person, provided that the Employer accepts, taking into account relevant factors, that you have suffered a bereavement.

You must make every effort to notify the Employer before your normal starting time for work on any day that you will be absent due to bereavement.

The Employer is entitled to require you to provide reasonable evidence to support your claim for bereavement leave.

c. Floating Holiday

A floating holiday can be used at the School's discretion for things like an employee birthday's party, wedding ceremony and/or Election Day. Two or more floating holidays taken in one academic calendar for the employee's personal affairs will be deducted from the 10 days reserved by the School for Sick, Personal and Holidays.

6.3 Parental Leave

As it is the vision of the School to promote the welfare and education of children, the School makes every effort to help parents attend their newborn baby and children.

All employees are, therefore, entitled to parental leave and parental leave pay according to the rules of the School. Maternity leave for a female employee must be taken 15 days before the expected child birth and three and a half months after child birth. 15 days paternity leave for a male employee can be taken anytime during pregnancy and 6 months after child birth. Unused parental leave cannot be rolled over.

6.4 Family and Medical Leave

We recognize that our employees may occasionally need to take unpaid leave to care for a new child, to care for a seriously ill family member, to handle an employee's own medical issues, or to handle issues relating to a family member's military service, possibly including caring for a family member who is injured while serving in the military.

If you anticipate that you might need time off to deal with family and medical issues, please speak with your supervisor. We will seriously consider every request on a case-by-case basis.

While the School will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

6.5 Workers' Compensation Leave

Any employee who is unable to work due to a work related injury or illness and who is eligible for Worker's Compensation benefits will be provided an unpaid leave for the period required.

6.6 Jury Duty

All citizens have a civic obligation to provide jury duty service when called.

The employee must bring in the jury duty notice as soon as it is received so that appropriate arrangements can be made to cover his or her duties, however, not typically longer than 3 days. Employees are required to call in or report for work on those days or parts of days when their presence in court is not required.

Section 7

Redundancy and Restructuring: Employee Protection Provision

7.1 Definitions – For the purposes of this provision –

“restructure” and **“restructuring”** means entering into a contract or arrangement under which the Employer’s business (or part of it) is undertaken for the Employer by another person, or the sale or transfer of the Employer’s business to another person.

“redundancy” and **“redundant”** means a situation in which the Employer has staff (excluding casual employees) surplus to its requirements for whatever reason, whether arising from the restructuring of the whole or any part its business, the adoption of new technology or a change in demand for its products or services or where the Employer otherwise requires a reduction in its permanent workforce.

“new employer” means the person to whom or which the contract or arrangement under which the business is to be restructured has been transferred (not being the Employer party to the Employment Contract of this School).

7.2 Restructuring –

If the Employer proposes to restructure the business and as a result an employee may become redundant, the following process shall apply –

- a. The Employer shall first attempt to establish, in negotiations with the new employer, the extent to which an employee’s position may be affected by the restructuring. The Employer will also discuss with the new employer whether there is any opportunity for the employee to transfer to the new employer, and if so, on what terms and conditions.
- b. Where it is established that your position will be affected as a result of a proposal to restructure, the Employer shall meet with the employee (and the employee’s representative should the employee wish to have one) to inform the employee of the outcome of the negotiations with the new employer to the extent that it relates to the employee’s position.
- c. If the Employer has been able to arrange for the employee to transfer to the new employer, the employee will be given the option of whether or not to transfer to the new employer.
- d. If the Employer has not been able to arrange for the employee to transfer to the new employer, or the employee decides not to transfer to the new employer, the employee’s position may be made redundant.

7.3 Redundancy

- a. Where the Employer proposes to implement a redundancy, the Employer shall, where practicable, consult with those employees affected or likely to be affected (together with their representatives, if applicable) as a result of the redundancy.
- b. In the event that the employee's position is declared by the Employer to be redundant after consultation with the employee, the Employer will give at least two week notice of termination. The employer may elect to pay the employee's salary or wages in lieu of the employee working his or her notice or part of his or her notice.
- c. If an employee is made redundant, in addition to his or her notice period, the employee will be entitled to redundancy compensation in the amount of his or her one month's pay, the provision of references or certificates of service, time off to attend job interviews, and/or access to outplacement support/counselling.
- d. The entitlements provided in subsection 7.3 (c) above shall not apply if the employee is offered work by the existing Employer or in the case of sale or transfer, by a new employer, upon substantially similar terms and conditions of employment.

7.4 Relief from Obligation to Pay Remuneration

- a. Notwithstanding anything to the contrary, the terms and conditions set forth in this Handbook and the Employment Contract shall not require the employer to pay remuneration when, at its reasonable discretion, the employer decides that it is necessary, by reason of material safety, climatic, operational, economic or political considerations, to temporarily close and/or the School is closed down permanently, whether wholly or partially, the place of work in or from which the employee is ordinarily engaged.
- b. In such instances the employee shall not be entitled to receive remuneration (or any other compensation) in respect of the duration of the temporary closure and/or the permanent shut-down.
- c. In the case of temporary closure, where practicable the employer shall consult with employees affected by any decision to temporarily close the workplace with a view to determining, where practicable and subject to the parties' agreement, alternative arrangements for the duration of the temporary closure. These may include, for example, permitting the employee to take vacations, alternative holidays, working from home, making up time lost or making other arrangements acceptable to both parties. Consultation shall be undertaken in a timely manner but not necessarily in advance of the decision to temporarily close the workplace.
- d. For the purposes of this clause "temporary closure" shall mean a period or periods not exceeding 15 working days in relation to each event.
- e. No decision to temporarily close the place of work in accordance with this provision shall affect the employee's continuity of employment in relation to any service related entitlements or benefits provided by this Handbook.

Employee: _____

I acknowledge that I have been provided with a copy of the Amazon School Employee Handbook, which contains important information on the School's policies, procedures and benefits, including the policies on Anti-Harassment/Discrimination, Substance Use and Abuse and Confidentiality. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the School and me is at-will and can be terminated by the School or me at any time, with or without cause or notice. Furthermore, the School has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the School's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and authorized representative of the School. This is the entire agreement between the School and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the School reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the School reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the School Employee Handbook. I have read and agree to abide by the policies and procedures contained in the Handbook.

By: _____ Date: _____

Employment Position _____

By: _____ Date: _____

Rep of the School _____

Appendix
Schedule One

Service Available for the Resolution of Employment Relationship Problems

- a) An “employment relationship problem” is any problem relating to or arising out of our employment relationship. It includes personal grievances and disputes about the interpretation, application or operation of this handbook, the rules of the School and the Employment contract but does not include any problem relating to or arising from fixing new terms and conditions of employment (e.g. Bargaining, contract variation).
- b) A “Personal Grievance” is any claim by an employee against the employee’s employer or former employer that the employee has (in relation to the employee’s employment) been:-
- unjustifiably dismissed;
 - unjustifiably disadvantaged with respect to conditions of employment;
 - discriminated against on prohibited grounds;
 - sexually harassed;
 - racially harassed; or
 - subjected to duress in relation to membership or non-membership or a union or employees organization.
- c) This schedule sets out the procedure to be followed and services available to help us resolve any employment relationship problem that might arise between us during the term of this agreement. It is agreed that this process shall constitute “reasonable steps” for the purpose of resolving any employment relationship problem.

Step 1 – The problem should be referred to your Manager/Supervisor in the first instance in order that the problem can be dealt with speedily and effectively. If the problem relates to a personal grievance (see definition above) you (or your representative) must raise it by providing a written statement (the employee complaint form can be obtained from the School’s office) setting out –

- i) the nature of the grievance,
- ii) the facts relied upon, and
- iii) the remedy you seek to achieve.

If for some reason you do not wish to raise the problem with your Manager/Supervisor you (or your representative) can refer it instead to another Manager/Supervisor or directly to the Campus Director or the Board of School.

(NB A personal grievance must be raised within 90 days of the action giving rise to it or coming to your attention – whichever is the later. If you fail to do so, we will not be obliged to give the matter further consideration)

Step 2 – If the problem is not resolved to your satisfaction within 21 days of raising it, we may agree to refer the matter to other alternative dispute resolution providers or mediation service but if we do so it will not preclude the problem from being referred to the relevant authority of the public service.

Step 3 – If settlement is not reached through mediation (or through an alternative agreed procedure), it may be referred by either of us to the relevant authority of the public service and/or Arbitration.