

Schoolhouse Employee Handbook

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Employee Handbook
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Section 1

Company Philosophy

1.1 Schoolhouse Learning Communities, Inc.

It is the intention of Schoolhouse to encourage a working environment based on mutual trust and confidence, which will provide opportunities for individual effort and reward. Every employee is considered a member of our company team. Our success as a company is built on the recognition of the skills and efforts made by each employee and our policy is to work with all members of this team in a fair and friendly manner and treat each team member with dignity and respect. The management, as part of this team, will continuously work together with all employees for the benefit of our present and prospective students and families in order to improve the educational quality of the schools the company manages and operates, which will enable the company to accomplish three main goals:

1. To provide families and communities with schools of excellence;
2. To guarantee student satisfaction with the delivery of high quality educational services;
3. To provide superior jobs for all team members at Schoolhouse.

Schoolhouse will provide the most pleasant working conditions possible in order to provide an environment for each employee to excel to their fullest potential. General conditions such as safety, cleanliness and employee accommodations will be evaluated periodically for improvement. Management will meet with any team member to discuss suggested improvements in working conditions.

Overall, Schoolhouse will expect everyone to devote their best efforts to conduct an expanding business within which an atmosphere of harmony with opportunity for all will prevail.

1.2 Terms of Employment

The policies and procedures contained herein are not meant to, nor do they, create an Employment Contract between Schoolhouse and its employees. The policies and procedures contained herein do not guarantee employment for any period of time, nor do they guarantee any particular terms and/or conditions of employment.

The employment relationship between Schoolhouse and its employees is “at will” which means that either Schoolhouse or its employees may terminate the employment relationship at any time, for any reason, and with or without

advanced notice. Only the President of the company has the authority to enter into any agreement for employment for any specified period of time, or to make any agreement contrary to this at-will employment policy, and then only in writing entitled "Employment Contract" and addressed specifically to the employee attempting to enforce it.

This Handbook supersedes any prior policies that were in effect and related to the topics contained herein. Schoolhouse, in its sole discretion, may change, amend, add to, discontinue or terminate any one or more of the policies and/or procedures contained herein at any time with or without notice.

1.3 Equal Employment Opportunity Policy

Schoolhouse is built upon teamwork and equal opportunity and is committed to developing and implementing a program of nondiscrimination. The company subscribes to the principles of an equal opportunity employer and will apply it to all aspects of the relationship between the employee and Schoolhouse, including but not limited to: recruitment, employment, training, promotion, demotion, transfer, discipline, rates of pay or other compensation, termination, and recall on the basis of merit and qualification without regard to race, religion, creed, color, national origin, physical disability, sex, age, height, weight, genetic information, gender identity or expression, veteran status or any other characteristic protected under applicable state, federal or local law.

It is the responsibility of management at Schoolhouse to practice fair employment to everybody at all times in his or her respective work areas. Any violations of this Equal Employment Opportunity Policy by anyone must be reported immediately to management. Further, all supervisory personnel will be responsible for maintaining an environment, work or otherwise, that is free of racial or sexual overtones.

In compliance with applicable laws ensuring equal employment opportunities to qualified individuals with disabilities, Schoolhouse will consider all individuals for any position for which they are qualified and able to perform with or without a reasonable accommodation. The company will make reasonable accommodations for the known physical and mental limitations of an otherwise qualified individual with a disability unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Human Resources Manager and request such an accommodation. The individual with the disability should specify what accommodation is needed to perform the job. In Michigan, the Persons With Disabilities Civil Rights Act requires that you make the request in writing and within 182 days from the time you knew, or reasonably should have known, that an accommodation was necessary. The company will make an independent determination of possible accommodations, if any, that will help eliminate any limitations or barriers that make it difficult for the applicant or employee to have an equal opportunity to perform the job at issue. If the accommodation is

reasonable and will not impose an undue hardship, the company will make the accommodation.

Schoolhouse will cooperate with federal, state or local government agencies that have the responsibility to observe our compliance with various laws relating to employment. The company will furnish such reports, records and other matters as required by law.

Management has the overall responsibility of carrying out the company's Equal Employment Opportunity Policy in their respective work areas.

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Section 2

Employment

2.1 Orientation

Following the acceptance of employment, the Human Resources Manager, School Director and/or supervisor will discuss job duties and areas of responsibility with the new employee.

A copy of the *Employee Handbook* and *Faculty Handbook* will be given to each new employee. Employees should read the handbooks thoroughly. The *Employee Handbook* details the company's policies and procedures which all employees are expected to follow regardless of operating name (e.g. Schoolhouse Learning Communities, Schoolhouse Montessori Academy, Schoolhouse Services & Staffing, Schoolhouse Results, Webhugs, etc.) or location. The *Faculty Handbook* details more specific policies regarding specific operating entities and/or locations. In the event of conflicting policies, employees should always follow the more specific *Faculty Handbook*.

During orientation, the company's policies and procedures, the *Employee Handbook*, the school *Faculty Handbook*, and the school's procedures and policies will be reviewed. An Acknowledgment of Receipt and Understanding is provided at orientation. The signed/witnessed Acknowledgment of Receipt and Understanding must also be signed by the employee and must be returned to the Human Resources Manager or supervisor within 3 days of commencement of employment. This signed copy will become part of the employee's personnel file.

Questions regarding your employment, company and school policies/procedures or the handbooks should be addressed to your immediate supervisor and/or the Human Resource Manager.

2.2 Employment Classification

Company policies apply to all categories of employees; however, employees are divided into the following categories for the purpose of compensation and benefits.

Exempt:

Employees hired full time (40 hours a week) on a full workweek basis for continuous and indefinite period of time are paid on a salary basis and considered regular full-time, exempt employees for compensation and benefit purposes.

The hours worked by salaried employees are often irregular and begin and end beyond the normal workday. Exempt employees are not entitled to overtime pay under the federal or state wage and hour laws.

Non-exempt:

Employees whose work schedule is less than 40 hours a week on a full workweek basis for a continuous and indefinite period are paid on an hourly basis and are considered non-exempt employees. Employees hired as temporary replacement for regular full-time or regular part-time employees, or for short periods of employment such as summer months, peak periods, substitute teaching assignments, and vacations are considered non-exempt employees.

Hourly paid employees are expected to confine their work to the normal workday and workweek unless their supervisor authorizes overtime in advance. Hourly-paid employees will be paid overtime for all authorized hours worked in excess of forty (40) in a workweek.

2.3 Background Checks

Schoolhouse may conduct pre-employment background investigations for its new employees. Background checks give Schoolhouse the information it needs to make sound employment decisions and help avert future problems by identifying applicants who could pose a threat to the organization and its reputation. The background checks are individually tailored to meet the specific requirements of the particular job description. The background checks may include all aspects of personal information as necessary, in the discretion of Schoolhouse, to determine fitness for employment.

An applicant's prior criminal conviction record is considered together with the specific duties and responsibilities of the position, the nature of the offense, the age of the individual at the time of the offense, the time that has elapsed since the offense, the legitimate interest of Schoolhouse in protecting the welfare and safety of students, employees, and members of the public, and other relevant factors. Employment with Schoolhouse remains conditional pending the criminal background check if one is required for that particular job position. Falsification of any information provided on the employment application will result in the immediate termination of the employee.

See *Faculty Handbook* for any addition policies and procedures related to the specific operating entities and/or locations.

2.4 Screening and Testing

There may be times when it is necessary to screen and test an employee to determine what risks the company may assume with employment of the

individual. Screening and testing for security reasons and for drug or alcohol abuse may be required. Procedures such as laboratory tests will always be performed under the direction of a certified professional and according to the laws which apply.

Personnel with a disability, which would affect their ability to take a particular test, must advise the Human Resource Manager or supervisor so that a reasonable accommodation can be arranged, if possible. Medical documentation may be requested from the employee concerning a special request.

2.5 Motor Vehicle Record (MVR) Inquiry

Prospective employees expected to drive company vehicles must provide the company with current and acceptable motor vehicle driving information. Employment and assignment will be conditional pending the receipt of a satisfactory report from the state's Division of Motor Vehicles and a driving record acceptable to the company's insurer. Any changes to your driving record must be reported to Human Resource Manager in a timely manner.

Employees authorized to drive a company vehicle are completely responsible for fines resulting from traffic violations. Only Schoolhouse employees are authorized to ride in or operate a company vehicle.

2.6 Employee Information

Employees are asked to help keep the company informed about any major change in their personal information. Important changes to report include:

- Name
- Address
- Phone number
- Email Address
- Marital status
- Number of dependents
- Health information that would prevent you from performing the essential functions of your job
- Emergency phone numbers and whom to notify in case of emergency
- Change of beneficiary
- Authorized payroll deductions
- Additional education and special training courses

- Conviction of any offense by a court of law, including felonies, misdemeanors, and civil infractions which could affect employment status

2.7 Request for Employee Information

Employee files are maintained by the Human Resource Department and are considered confidential. For the State of Michigan Department of Human Services Licensing requirements, employees will have a second file on-site at their assigned work location. School Directors and supervisors only have access to personnel file information on a need-to-know basis.

Personnel file access by current and former employees upon request will generally be permitted within 3 days of the request. Personnel files are to be reviewed in the Human Resource Department and in the presence of the Human Resource Manager. Personnel files may not be taken outside of the department or the company. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

To protect a person's right to privacy, any request you receive from outside companies for information about a present or former employee should be referred to the Human Resource Manager. You should make no attempt to answer inquiries regarding a person's past, current, or future employment. Schoolhouse will not release employment information without written consent.

2.8 Social Security Number Privacy

To ensure to the extent practicable the confidentiality of our employees' Social Security Numbers (SSNs), no employee may acquire, disclose, transfer or unlawfully use the SSN of any employee except in accordance with this policy. The release of employee SSNs to external parties is prohibited except where required by law. Internal access to employee SSNs is restricted to employees with a legitimate business need for the information.

Except where permitted by state or federal law, Schoolhouse will not:

- Publicly display all or more than four sequential digits of an employee's SSN;
- Use all or more than four sequential digits of an employee's SSN as the primary account number for an individual;
- Visibly print all or more than four sequential digits of an employee's SSN on any identification badge or card;
- Require an individual to use or transmit all or more than four sequential digits of their SSN to gain access to an Internet web site or computer

system or network unless the connection is secure, the transmission is encrypted, or a password or unique PIN is also required to gain access;

- Include all or more than four sequential digits of an employee's SSN in or on any document or information mailed or otherwise sent to an individual if it is visible on or without manipulation from outside the envelope or packaging; or
- Include all or more than four sequential digits of an employee's SSN in any document or information mailed to a person.

Employee SSNs may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws.

Any documents, that include employee SSNs and are discarded, must be shredded.

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

For more information about this policy, please contact the Human Resources Manager.

2.9 Internal Transfers & Promotions

Transfer of employees for the company's convenience may be made to meet company requirements. Requests for transfer by employees should be made in writing and given to the supervisor for consideration. Transfers may be made if management determines it is in the best interest of the company and the employee.

Promotions within the company will be based on such factors as quality of work, prior job performance, experience, educational background, attendance, safety record and the ability to work well with others. Our company policy is to promote from within when we have personnel fully qualified to perform the duties of the position.

2.10 Employment of Relatives/Conflicts of Interest

The company discourages the employment of close relatives because it is not a sound business practice. However, under certain conditions, management may waive this policy provided family members are not directly supervising one another. Close relatives are defined as: spouse, mother, father, son, daughter, brother, sister, grandparent or in-laws. Employees that enter into a personal relationship (romantic or otherwise), non-work related will not be allowed to supervise the other and may have to be transferred. Employees are required to

disclose a family or personal relationship to the company at the time that such relationship is known to the employee, including any relationship that exists with a potential candidate. Failure to disclose such relationships may result in disciplinary action, up to and including termination.

Employee off-duty conduct is generally regarded as private as long as such conduct does not create circumstances that are disruptive to the workplace. Employees who engage in personal relationships with co-workers, parents, or related family members must be mindful that these relationships do not disrupt the workplace. In circumstances where management believes that the working environment has been compromised by such conduct, appropriate discipline action will be taken, and may result in disciplinary action, up to and including termination. Exceptions to Employment of Relatives/Conflicts of Interest policy may be made, in writing, by the President of Schoolhouse.

2.11 Separation of Employment

Employees may be separated from employment voluntarily or involuntarily by retirement, voluntary resignation, lack of work, or termination. At management's discretion, before an employee is separated from employment, he or she will have an exit interview with the Human Resource Manager and/or School Director.

Upon separation from employment for any reason, all company property in the employee's possession must be returned to Schoolhouse immediately (e.g., keys, classroom materials, grade and attendance books, credit cards, etc.). A final paycheck will not be issued to the employee until all Schoolhouse property has been returned.

Section 3

Workplace Policies

3.1 Working Hours & Schedules

Each school or company location sets its own schedule for the school or workday. The schools are typically open from 7am until 6pm. Please refer to your *Faculty Handbook* for details.

The School Director will establish salaried employees work schedules. Non-exempt employees' regular work schedules will be established according to production requirements. Employees will be notified in advance of changes in starting time of their shifts.

The company has adopted a work schedule of approximately eight hours per day, Monday through Friday. However, because of varying requirements, there may be an occasional reduction in hours or you may be required to work overtime hours. Where overtime will be required, the company will make every reasonable effort to notify employees affected as early in the day as practical. All overtime must be authorized by your supervisor on an Overtime Authorization Form. Overtime not authorized in advance is subject to disciplinary action, up to and including termination.

3.2 Lactation/Breastfeeding Policy

For up to one year after a child's birth, any employee who is breastfeeding their child will be provided reasonable break times as needed to express breast milk for their baby. Schoolhouse has designated rooms in all of our schools for this purpose. Please see your School Director or the Human Resource Manager for questions regarding this policy. Any breast milk stored in refrigerators or freezers must be labeled with the name of the employee and the date of expressing the breast milk. Any product stored without proper labeling may be disposed of. Employees storing milk in the refrigerator assume all responsibility for the safety of the milk and the risk of harm for any reason, including improper storage or refrigeration and tampering.

3.3 Attendance

In providing educational services to students, Schoolhouse relies on steady and dependable employee attendance and punctuality from teachers and staff to operate the school in an uninterrupted fashion. Successful classroom instruction

and overall student discipline in the school relies on the having each classroom staffed with a professional teacher.

Because of this fact, absenteeism and/or the failure to report one's absence in a timely manner or inability to arrive at your scheduled time is disruptive to all school operations. If one person is absent or fails to call in to report his/her absence or tardiness, this may cause others to work overtime in order to cover the vacant classroom for the day. In this case, absenteeism and tardiness has an overall negative impact on the school's success, resulting in a loss of educational opportunity for students.

Therefore, your attendance is of vital importance, not only in relation to your co-workers but also with respect to the overall school. Providing high quality education depends on your commitment and attendance. Unacceptable tardiness or absenteeism will result in disciplinary action, up to and including termination of employment.

Please refer to the *Faculty Handbook* for specific details regarding attendance at your school.

3.4 Excessive Absenteeism

Excessive absenteeism is defined as being absent from work in excess of your allowed compensated time off and/or being absent in excess of the days or time which has been approved as part of an uncompensated leave of absence.

Excessive absenteeism is unacceptable and will result in discipline, up to and including termination. Schoolhouse, in its sole discretion, may elect to terminate an employee who uses more than his/her allowed compensated time off and/or who uses more than his/her approved uncompensated time off.

If you have any questions about the amount of compensated time off to which you are entitled, please see the Human Resources Manager. Similarly, please contact Human Resources if you have any questions about your eligibility for uncompensated time off, or if you have any questions about the amount of uncompensated time off for which you have been approved. It is your responsibility to know the amount of time off to which you are entitled. If you exceed the amount of allowed time off, compensated or uncompensated, your employment is subject to termination.

Not reporting to work and not calling to report the absence is a no call/no show for your scheduled shift and is a serious matter. The first instance of a no call/show will result in a final written warning and the second instance will result in termination. Any no call/no shows lasting 3 days is considered job abandonment and will therefore be considered a voluntary resignation.

3.5 Open Door Policy

The open door policy requires your supervisor always be available to employees and you should feel comfortable speaking with them about any questions or concerns you have. In most cases, talking with the supervisor is the most effective and efficient way to resolve issues. In order for Schoolhouse to understand and correct issues (if possible), staff members must bring concerns to their immediate supervisor.

If, for any reason an employee is not comfortable speaking with their supervisor or if the supervisor is unable to provide assistance, then the employee may discuss the situation with another member of management and/or the Human Resources Manager.

3.6 Complaint Resolution Procedure

Schoolhouse believes in the fair and equitable treatment of all employees. All employees are required to advise their School Director of all disputes or incidents of misconduct by or between employees. From time to time, an employee may have a problem affecting his/her work or a difference of opinion with his supervisor's interpretation and/or application of a company policy. In these circumstances, an employee should address these issues with the School Director. If the issue is not resolved or the dispute is between the employee and School Director, the employee should speak with a member of the corporate staff. Schoolhouse shall investigate each complaint and, in its discretion, shall take appropriate action where necessary.

3.7 Harassment and Sexual Harassment Policy and Complaint Procedure

Harassment

Both as a matter of law and common decency, you are entitled to pursue your employment free of discrimination and harassment on the basis of race, color, religion, sex, sexual orientation, age, height, weight, national origin, disability, veteran status or marital status. Accordingly, Schoolhouse will not tolerate discrimination or harassment of any employee, student, parent, customer or business associate, and violations of this policy by an employee may result in disciplinary action, up to and including termination.

Definition of Harassment

Harassment is generally defined as unwelcome conduct which has the purpose or effect of creating an intimidating, hostile or offensive environment, unreasonably interfering with an individual's work performance, or adversely affecting an individual's opportunities in the workplace.

Examples of improper conduct which may constitute harassment, whether intentional, inadvertent, in jest or otherwise, may include:

- A. Verbal Harassment – abusive language, profanity, derogatory comments, demeaning jokes, slurs, sexual or other flirtations, unwelcome propositions;
- B. Physical Harassment – assault, intimidation, physical interference with normal work or movement, or unwelcome touching;
- C. Visual Harassment – displays of derogatory or demeaning posters, viewing or displaying inappropriate internet sites, cards, cartoons, graffiti, gestures, drawings or suggestive pictures.

Harassment can take many forms and a complete list of prohibited conduct cannot be set forth in this policy. A good piece of advice is this: If there is any question that you are about to engage in inappropriate behavior, do not do it.

Prohibited harassment may include unwelcome sexual or other advances, requests for sexual or other unwelcome favors, and other unwelcome verbal, non-verbal or physical conduct. Sexual and other harassment may occur between two or more members of an employee's own sex or any other protected classification.

Harassment may occur where:

- 1. Submission to or rejection of such conduct is made, either explicitly or implicitly, a term, privilege or condition of an individual's employment; or
- 2. Submission to or rejection of such conduct by an individual is used as a basis for any decision affecting that individual; or
- 3. Such conduct has the purpose or effect of interfering with an individual's work performance; or
- 4. Such conduct creates an intimidating, hostile or offensive environment; or
- 5. A person is offered, promised or granted favored treatment as a result of that person engaging in, or agreeing to engage in, unwelcome sexual or other prohibited conduct; or
- 6. A person is threatened with, or subjected to, unfavorable treatment as a result of that person's refusal to engage in unwelcome sexual or other prohibited conduct.

Complaint Procedure

Any person who believes he or she has been unlawfully discriminated against, harassed, or who believes he or she has been subjected to any form of retaliation

in relation to a complaint, investigation or report of discrimination or harassment, or who has been advised of or witnessed any form of discrimination or harassment, must report the situation as soon as possible to your Supervisor and/or the Human Resources Manager. The employee must complete a Harassment Complaint Form, located in the back of this book and on the Schoolhouse staff website. This form must be submitted to Human Resources at the same time the complaint is reported. Any supplemental documents that may help to communicate and/or describe the complaint should be attached to the Harassment Complaint Form. If the alleged conduct involves a member of management, the employee should bring his or her complaint or report directly to a senior corporate staff member or school director. The report may also be made directly to them for any other reason that an employee is uncomfortable reporting directly to the Supervisor. If the alleged conduct involves senior corporate staff members or the school director, the employee should bring his or her complaint or report directly to the President of the company.

What Schoolhouse Will Do

In the event Schoolhouse receives a complaint or report of discrimination or harassment, it will take all necessary steps to ensure that the matter is promptly investigated and addressed, as necessary under the circumstances. The company is committed, and may be required by law, to take action if it learns of potential harassment.

Care will be taken to protect the identity of the complaining person and of the accused party or parties, except as may be reasonably necessary to successfully complete an investigation. Investigation of a complainant will normally include conferring with the parties involved and any named or apparent witnesses. The particular facts of the allegation will be examined individually, with a focus upon the nature of the behavior, the pattern of such conduct, if any, and the context in which the incident(s) occurred. All employees who become involved in the investigation are required and directed to treat the matter confidentially, and a violation of this directive will, in itself, be grounds for disciplinary action.

Schoolhouse recognizes that false accusations of harassment have serious implications. Employees who make complaints and supply information and statements to Schoolhouse that are knowingly false may be subject to disciplinary action, up to and including dismissal.

If an allegation of discrimination or harassment is found to be credible, Schoolhouse will take prompt and appropriate corrective action. The company will inform the complaining person and the accused person of the results of the investigation and what actions will be taken to ensure that the conduct will cease and that no retaliation will occur. Anyone found by Schoolhouse to have harassed another person will be subject to sanctions appropriate to the circumstances, up to, and including, discharge. In addition, Schoolhouse will conduct a follow-up

interview with the complainant after an appropriate period of time, to ensure that the harassment has not resumed and that no retaliatory action has been taken.

Retaliation

Any employee who files a complaint or participates in this procedure may do so without fear of retaliation, and it is a violation of this policy for any person who learns of an investigation, report or complaint to take any related retaliatory action. Retaliation is grounds for disciplinary action, up to and including termination.

3.8 Company Property

All Schoolhouse property and facilities, including, without limitation, desks, storage areas, work areas, lockers, file cabinets, credenzas, computer systems, e-mail and e-mail systems, internet systems, electronic storage media, documents (whether in paper, electronic or any other form), telephones, modems, facsimile machines, duplicating machines, and vehicles are to be used only for company business and must be properly used and maintained. This policy will be strictly enforced. Schoolhouse reserves the right, at any time, and without prior notice, to search and inspect any and all company property. Such inspections may be conducted during or after business hours and in the presence or absence of any employee.

In addition, as further detailed in the Computer and Email Use Policy, employees must be aware that Schoolhouse's computer systems and other technical resources, including any voicemail or e-mail systems, are provided for business use only and all such communications are subject to review and monitoring by the company. Employees should not use these items for personal communications. All employees are specifically advised they have no right or expectation of privacy in any material or communications conducted, stored, sent, received, forwarded, or otherwise transferred through Schoolhouse property, including, without limitation, any e-mail, social networking pages, internet-use histories, telephone calls, voicemail messages, documents, personal information, etc.

Schoolhouse may exercise its right to inspect all packages and parcels that enter and leave our premises and schools. Employees do not have an expectation of privacy for materials stored in or brought onto company premises or company property.

3.9 Computer and Email Policy

Computers, computer files, email systems, internet access, software, online accounts and services, and phones and any other communication devices (including but not limited to iPads, tablets, iPods, etc.) furnished to employees are company property, and are intended only for transmittal of business-related information. Employees have no legitimate expectation of privacy as to such

computer related items. Accordingly, company email should be used exclusively for matters of legitimate concern to company operations, and not for communications of a personal, private or non-business nature. No software may be downloaded or installed on any company computer without prior written authorization of your supervisor.

Employees should not use a password, access a file, or retrieve any stored communication without authorization. Thus, even though you use a password and may be able to classify messages as, for example, “personal and confidential” or “private,” employees have no expectation of privacy and those messages remain subject to inspection and review by the company. To ensure compliance with this policy, computer and email usage may be monitored.

Schoolhouse strives to maintain a workplace free of harassment and is sensitive to the diversity of its employees. Therefore, the company prohibits the use of computers and email systems in ways that are disruptive, offensive to others, or harmful to morale. For example, there is to be no display or transmission of sexually-explicit images, messages, or cartoons, or any transmission or use of email communications that contain ethnic slurs, racial epithets, or anything that may be construed as harassment or disparagement of others based on their race, national origin, sex, sexual orientation, age, disability, height, weight, religion, political beliefs, or any other protected classification. In addition, the email system should not be used to solicit or proselytize others for commercial ventures, religious or political causes, or outside organizations.

Schoolhouse prohibits the illegal duplication of software and its related documentation, and expects all employees to comply with applicable software licensing agreements.

Employees should promptly notify their immediate supervisor upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to, and including, discharge. All email messages, internet histories, electronic documents, etc. are available to the company and subject to monitoring. The company may review this information, including the text of email messages (whether “deleted” or not). The results of any such monitoring may be used by the company in determining whether an employee has violated this, or any other, policy of the company.

3.10 Electronic Communications Device Policy

Schoolhouse prohibits using a hand-held cellular phone or any other electronic communications device (including but not limited to iPads, tablets, iPods, etc.) while operating a motor vehicle if (i) the vehicle is being operated while on company business, regardless of whether the discussion (or other communication) relates to company business, or (ii) the discussion (or other communication) relates to company business, regardless of whether the vehicle is being operated while on company business.

Such use of a mobile phone or hand-held device while driving is permitted only if the phone or other device can be operated with a hands-free feature. Any violation of this policy subjects the violator to disciplinary action, up to, and including, discharge.

See Faculty Handbook for specific policies for telephone cell phone, and other electronic communication devices use during working hours.

3.11 Social Media, Social Networking, and Public Domain Policy

Schoolhouse reserves the right to monitor employee use of social media and any other information available in the public domain, including but not limited to YouTube, Facebook, Myspace, Twitter, LinkedIn, and blogs (collectively, “Social Media”) regardless of the location from which employees accessed the media (i.e., at work on a company computer, or on personal time using a home computer). The absence of, or lack of explicit reference to, a specific website or other social networking tool does not limit the extent of the application of this policy.

All company policies, including those relating to anti-harassment, extend to all forms of communication, including communication via Social Media. Schoolhouse has developed these policies to help its employees establish a respectful, knowledgeable interaction with people on the Internet, while protecting the privacy, confidentiality, and interests of Schoolhouse, and its past, present and potential students and employees.

Note that these policies and guidelines apply only to work-related discussions and issues and are not meant to infringe upon your personal interaction online. Please remember, however, that your online communications can affect your credibility and relationships at work, can reflect on Schoolhouse, and can result in consequences to your employment, up to and including termination, as Schoolhouse deems necessary or appropriate in its sole discretion.

The following guidelines apply regarding the use of Social Media:

- Social Media activities should not interfere with work commitments.
- Do not blog, twitter/tweet, post, or otherwise communicate about Schoolhouse and/or its past, present or potential students, employees, or services. When you are discussing other topics where your employment or occupation is known or identifiable, you should indicate that the views expressed are yours alone, and do not represent the views of Schoolhouse.
- Unless given permission by Schoolhouse, you are neither authorized to speak on behalf of the company, nor to represent that you do so.
- Any logo or trademarks owned by Schoolhouse, or any third party, may not be used without express permission in writing from the owner of the

logo or mark. This will help prevent the appearance that you speak for or represent the company in an official capacity.

- At all times, and especially where your employment or occupation is known or identifiable, your Social Media communications should be knowledgeable, accurate, and use appropriate professionalism. Do not engage in name calling or other behavior that will reflect negatively on your reputation, or that of Schoolhouse. Despite disclaimers, your interactions can result in members of the public forming undesirable opinions about you or Schoolhouse.
- Do not sell or offer any product or service that could compete in any way with Schoolhouse.
- Respect copyright laws, reference or cite sources appropriately, and avoid plagiarism online.
- You are solely legally responsible for anything you say, write or present via any medium, including Social Media. You may be disciplined (up to and including termination) by Schoolhouse for any commentary, content or images that are misrepresentations, or are otherwise unfounded, defamatory, proprietary, libelous, harassing, pornographic, or can create a hostile work environment.
- Media contacts about Schoolhouse, or its past, current or potential students, employees, or services should be referred for coordination and guidance to the Human Resources Manager.

3.12 Limitations on Solicitations, Distributions and Access

To avoid unnecessary annoyances and work interruptions, solicitation by an employee of another employee is prohibited while either person is on working time.

Distribution of literature, including handbills, pamphlets, petitions or other printed materials by any employee is prohibited at all times during working time or in work areas.

This includes the solicitation, selling or distribution of merchandise, services, and/or literature for any purpose. "Working time" means time employees are required to be actually engaged in work and does not include authorized meal or lunch break times. Prep hours are not considered break times.

Trespassing, soliciting, or distribution of literature by non-employees on these premises is prohibited at all times.

3.13 Injury on the Job

If you are injured on the job, you must immediately report the injury to your School Director. All Workers' Compensation claims and accident reports must be filled out within 24 hours of the occurrence or detection of work-related injuries and illnesses and submitted to the School Director and Human Resource Manager. Your failure to follow this procedure may result in the appropriate worker's compensation report not being filed, which may jeopardize your right to benefits.

An employee claiming benefits may be required to undergo medical and/or psychiatric examination before issuance of benefits.

3.14 Alcohol-Free Workplace

Consumption of, possession of, or being under the influence of alcoholic beverages on company property, or in the workplace is strictly prohibited. Violation of this policy is cause for immediate termination of employment. The company reserves the right to have employees tested, screened and/or searched on company property for drug and alcohol use, as it deems necessary as long as these procedures do not violate any existing laws.

Furthermore:

- 1) The possession, use, sale, purchase or transfer of alcohol on company premises or at any school function is prohibited and will be cause for immediate termination.
- 2) Employees under the influence of alcohol which impairs judgment, performance or behavior while on company premises will be subject to disciplinary action, up to and including termination of employment.

3.15 Drug-Free Workplace Policy

In response to federal requirements for drug-free workplaces, and in keeping with Schoolhouse's concern for the health and safety of its work force, the company has instituted the following Drug-Free Workplace Policy.

This policy certifies the company's intent to maintain a drug-free workplace. The first section describes the prohibitions of this policy such as the manufacture, distribution, sale, possession or use of a controlled substance in the workplace.

In addition, this policy creates a Drug Awareness Program that provides information on the dangers of workplace drug use to all employees as well as information about available private and community treatment facilities. The last section of this policy lists the disciplinary actions that employees will face for any violation of the company's Drug-Free Workplace Policy. Finally, an employee

acknowledgement must be signed and dated by each employee who receives a copy of this policy.

The Drug-Free Workplace Act specifically requires Schoolhouse to notify each employee that, as a condition of employment, each employee must:

- Comply with the company's Drug-Free Workplace Policy; and
- Notify Schoolhouse of any conviction for drug-related offense committed in the workplace within three (3) days of conviction.

Any employee who violates this company policy will be subject to disciplinary action, up to and including termination of employment.

Prohibitions

The Company's Drug-Free Workplace prohibits employees from engaging in any of the following activities:

- Use, possession, manufacture, distribution, dispensation or sale of illegal drugs on company premises or on company business, in company supplied vehicles, or during working hours;
- Unauthorized use or possession, or any manufacture, distribution, dispensation or sale of a controlled substance on company premises or while on company business or while in company supplied vehicles;
- Storing in a locker, desk, automobile or other repository on company premises any controlled substances whose use is unauthorized;
- Being under the influence of a controlled substance on company premises or while on company business, or while in company supplied vehicles;
- Any possession, use, manufacture, distribution, dispensation or sale of illegal drugs off company premises that adversely affects the individual's work performance, their own or the safety of others at work, or the company's regard or reputation in the community;
- Failure to adhere to the requirements of any drug treatment or counseling program in which the employee is enrolled;
- Failure to notify The Company of any conviction under criminal drug statutes for a workplace offense within three (3) days of the conviction;
- Refusal to sign a statement to abide by The Company's Drug-Free Workplace policy; or
- Unauthorized use of prescription medication.

An employee who, as part of a medical treatment plan, is required by a licensed health care professional to use prescription drugs or narcotics that may impair performance must immediately report this fact to management. Reasonable medical documentation may be requested by the Employer. A determination shall be made by the Employer as to whether the employee is able to perform his/her work responsibilities satisfactorily and safely.

Treatment

Employees of Schoolhouse are our most valuable resource and, for that reason, their health and safety is our number one concern. Any drug use, which imperils the health and well-being of our employees or threatens our business, will not be tolerated. The use of illegal drugs and abuse of other controlled substances on or off duty is inconsistent with the law-abiding behavior expected of citizens. Employees who use illegal drugs or abuse other controlled substances on or off duty tend to be less productive, less reliable, and prone to greater absenteeism. This, in turn, can result in increased costs, delays and risks to Schoolhouse's business. Drug use in the workplace puts the health and safety of the abuser and all other employees and students around them at increased risk. Employees have the right to work in a drug-free environment. In addition, drug abuse inflicts a terrible toll on the nation's productive resources and the health and wellbeing of American workers.

Early recognition and treatment of drug abuse is important for successful rehabilitation. Whenever feasible, Schoolhouse will assist employees in overcoming drug abuse by providing information on treatment opportunities and programs. However, the decision to seek diagnosis and accept treatment for drug abuse is primarily the individual employee's responsibility.

Employees with drug abuse problems should request assistance from management. Schoolhouse will treat all such requests confidentially and will refer the employee to the appropriate treatment and counseling services. Employees who voluntarily request Schoolhouse's assistance in dealing with a drug abuse problem may do so without jeopardizing their continued employment, provided they strictly adhere to the terms of their treatment and counseling program. At a minimum, these terms include the immediate cessation of any use of drugs, and participation, where required by a program, in periodic unannounced testing for a twenty-four (24) month period following enrollment in the program.

Voluntary requests for assistance from employees will not, however, prevent disciplinary action for violation of Schoolhouse's Drug Free Workplace Policy.

Schoolhouse has instituted a zero tolerance level program. Schoolhouse is committed to maintaining a safe workplace free from the influence of drugs. All employees are hereby notified that each will comply with the requirements of the Drug-Free Workplace Act of 1988, and all applicable regulations issued there

under, as well as, when applicable, any more stringent rules created by other federal agencies.

Disciplinary Actions

A violation of Schoolhouse's Drug-Free Workplace Policy may result in disciplinary action, up to and including termination of employment, at the company's sole discretion.

In addition to any disciplinary action, the company may, in its sole discretion, refer the employee to a treatment and counseling program for drug abuse. Employees referred to such a program by the company must immediately cease any drug use, may be subject to periodic unannounced testing for a period of twenty-four (24) months, and must comply with all other conditions of the treatment and counseling program. Schoolhouse shall determine whether an employee if referred for drug treatment and counseling should be temporarily reassigned to another position for safety reasons.

Schoolhouse will promptly terminate any employee who tests positive for drugs while undergoing treatment and counseling for drug abuse.

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Section 4

Pay and Compensation

4.1 Time Records

All employees are required to clock exact hours worked each day. Employees must verify their time record online in the electronic time keeping system for their School Director or supervisor to approve at the end of the payroll period. It is the employee's responsibility to clock in at the beginning and out at the end of each shift and at lunch break times.

See *Faculty Handbook* for more specific entity and/or location time record requirements.

4.2 Compensation and Deductions

Employees are normally paid on a semi-monthly basis. The payment occurs on the fifth (5) of the month and the twentieth (20) day of the month. If these dates fall on a weekend or holiday, employees are paid on the last working day prior to the weekend or holiday. The Human Resources Manager will post a tentative pay schedule detailing the pay period and the expected check date. Salaried employees are paid for the 1st through the 15th of the month on the 20th and the 16th through the end of the month on the 5th. Salary payments to employees who are employed for less than a full pay period because of leave without pay, resignation or employment at dates other than the beginning or the end of the pay period are computed on a prorated basis and paid for the days in attendance. For any questions regarding prorated pay, see the Human Resources Manager.

Payroll Deductions

The company will deduct federal and state income taxes, Social Security taxes, back taxes, garnishments (including child support), and loss or destruction of company property from an employee's gross pay.

All deductions (other than statutory deductions) must be authorized by the employee. No other deductions will be made unless specifically authorized in writing by the employee.

State law requires the company to honor garnishments of employee wages (including child support) as a court or other legal judgment may instruct. The law also provides for an administrative fee to be charged when a garnishment occurs.

Employees may also opt to have a portion of his/her paycheck automatically deposited in to his/her Individual Retirement Account if he/she so chooses. These are not Employee Sponsored plans and must be set up by the employee on an individual basis. Employees can opt in and out of this program at any time.

Deductions will be itemized on the employee's paycheck stub. Questions regarding payroll deductions should be directed to the Human Resource Manager.

4.3 Vacation Pay

Pay for vacation time will be at the employee's regular rate of pay. Unused vacation time has no monetary value, and no vacation time will be paid out at the end of the year or at the time employment ends for any reason.

4.4 Error in Pay

Every precaution is taken to ensure that employees are paid correctly. Employees should review their paychecks for errors. If an employee believes there is an error in their pay, he or she should notify the Human Resource Manager. The company will make every attempt to adjust the error immediately or no later than the employee's next pay period.

With respect to employees who are exempt from the overtime provisions of the Fair Labor Standards Act, it is Schoolhouse's policy that pay will not be "docked," or subject to deductions, in violation of the pay rules issued by the United States Department of Labor. The company may make deductions, however, from employees' pay in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. Exempt employees may be subject to any of the following pay deductions, except where prohibited by state law:

- Absences of one or more full days for personal reasons, other than sickness or disability.
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences.
- Absences of one or more full days before eligibility under a plan, policy, or practice providing replacement compensation for absences due to sickness or disability, or after replacement compensation for such absences has been exhausted.
- Suspensions of one or more full days for violations of safety rules of major significance.

- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence.
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary.
- Unpaid leave taken under the Family and Medical Leave Act (where applicable).

Again, if an employee believes there is an error in their pay, he or she should notify the Human Resource Manager.

4.5 Check Distribution

Payroll checks are distributed in a few ways:

- 1) Your School Director distributes paychecks at the school location.
- 2) Direct deposit to your checking or savings account.
- 3) Checks are mailed directly to employee's address on file.

Please ask your School Director how pay checks are handled at your school location.

When a pay day falls during a closed school holiday, pay checks for any school will be distributed prior to the holiday or mailed directly to employee's address on file.

If an employee is absent on payday and instructs someone to pick up his or her paycheck, a note signed by the employee authorizing the person must be provided before the check can be released. The person picking up the paycheck must show proper identification and sign for the check. This policy protects the employee and the company.

If direct deposit of the paycheck is elected, employees must fill out and sign a Direct Deposit Form. For checking accounts, a voided check must be attached to the form for enrollment. For savings account deposits, a letter (on bank letterhead) detailing the routing number and account number must be given to the Human Resources Manager. Questions regarding direct deposit should be directed to the Human Resources Manager.

4.6 Overtime

Employees eligible for overtime pay may be expected to work overtime in case of emergency or whenever necessary in the best interests of the company. If determined necessary, overtime work will be authorized by management for time spent beyond an employee's standard workweek. Overtime hours must be

authorized in advance by your supervisor. An Overtime Authorization Form must be completed and signed by your supervisor. Employees eligible for overtime will be paid one and one-half (1.5) times their normal hourly rate of pay for approved overtime hours worked in excess of forty (40) hours per week.

4.7 Pay on Separation from Employment

The company will issue a check, which is designated as the final payment for all services rendered. If the employee has direct deposit, the final paycheck will be a paper check and will only reflect time worked. Employees are not entitled to payment for any unused vacation, Short Notice Leave and/or Parapro Paid Time Off hours under any circumstances. The final paycheck will reflect all final deductions (e.g. healthcare premiums, garnishments, unpaid SMA tuition, etc.) and will only be issued once all company property in the employee's possession is returned to Schoolhouse.

Upon separation from employment, the employee should consult the Human Resource Department for possible conversion of their group insurance to COBRA, address updates and to address any financial issues.

Section 5

Time-Off and Leave Policies

5.1 Vacation and Holiday Benefits

Schoolhouse recognizes that employees need scheduled time away from normal work duties for their personal well-being. The company provides annual vacation and holidays with pay to salaried employees.

Vacation time is not guaranteed, does not vest or accrue. Unused vacation time has no monetary value, and no vacation time will be paid out at the end of the year or at the time employment ends for any reason. Employees on leaves of absence or any unpaid leaves will not be paid during the leave (this includes holidays that occur during the scheduled leave). In the event Schoolhouse is closed on a Vacation day which has been submitted and approved prior to the school closure, the day will not be credited back to the employee.

5.2 Short Notice Leave

Short Notice Leave may not be used as vacation time. Short Notice Leave is intended to help reduce your financial hardships if you are unable to work due medical leave as defined by the Paid Medical Leave Act (Act 338 of 2018), family emergencies and activities such as moving, court appearances (non-civic duty related), etc. Salaried employees are eligible for Short Notice Leave after 90 days of employment. Employees will receive Short Notice Leave based upon their length of service with Schoolhouse and will be awarded a prorated number of SNL hours based on the starting date of the salaried position and rounded to the nearest four (4) hour increment. See the Benefits Schedule of Short Notice Leave for which you may be eligible.

The company provides Short Notice Leave as a courtesy to employees. Short Notice Leave is not guaranteed or otherwise provided as compensation for services rendered. Your supervisor may request appropriate documentation to substantiate the leave request and/or to allow you to return to work. Documentation to substantiate the leave request must be submitted to your direct supervisor within three (3) days. Failure to provide requested documentation can result in disapproval of requested time, and disciplinary actions up to and including termination.

Short Notice Leave may be accumulated from one year to another, based upon your length of service. See the Benefits Schedule for amount of Short Notice Leave that may be rolled over into the following year.

Employees are not entitled to payment for unused Short Notice Leave at the end of the calendar year or in the event of separation from employment, regardless of the reason.

Short Notice Leave may not be used immediately prior to or after vacations or paid holidays during the academic year. Short Notice Leave taken immediately before or after vacations or paid holidays will not be paid. In the event Schoolhouse is closed on a Short Notice Leave day which has been submitted and approved prior to the school closure, the day will not be credited back to the employee.

If you work at least a half day and leave, you will be charged with one-half or 4 hours of Short Notice Leave day on the day that you left work. If you work less than a half-day, you will be charged with one full Short Notice Leave day or 8 hours. Short Notice Leave is not computed in any less than ½ day or 4 hour increments.

Any Short Notice Leave taken in excess of those available will be deducted from the employee's next paycheck at the employee's daily wage rate. Any separation of employment shall cancel all unused Short Notice Leave.

5.3 Paraprofessional Paid Time Off (PTO)

Forty (40) hours of Paid Time Off is awarded to all Paraprofessionals at the beginning of the benefit year, September 1. Any employee promoted to Paraprofessional in the middle of a benefit year, will be awarded a prorated number of PTO hours based on the starting date of the Paraprofessional position and rounded to the nearest four (4) hour increment. All newly hired Paraprofessionals will be eligible to utilize PTO hours after 90 days of employment. Unused PTO does not roll over to subsequent benefit years.

Paid Leave is not computed in any less than half day or four (4) hour increments. Paraprofessionals will be paid based on the number of PTO hours used, not their scheduled shift hours.

All PTO requests must be submitted online through the electronic time keeping system. PTO can be used for non-medical reasons with two (2) weeks advance notice and approval by the direct supervisor. When you are unable to work last minute, or without a 2-week notice, you must follow the procedures outlined in 3.4 Absences from Work in your Faculty Handbook. PTO requested within two (2) weeks of the date of leave, can be used only for medical leave as defined by the Paid Medical Leave Act (Act 338 of 2018) and bereavement (see section 5.6 for bereavement restrictions). If a Paraprofessional uses PTO with less than two (2) weeks' notice, your supervisor may request appropriate documentation to substantiate the leave request and/or to allow you to return to work. Documentation to substantiate the leave request must be submitted to your direct supervisor within three (3) days. Failure to provide requested documentation can

result in disapproval of requested time, and disciplinary actions up to and including termination.

PTO requested with less than two (2) weeks' notice may not be taken immediately before or after holidays and/or PTO already approved with two (2) or more weeks' notice. PTO hours may also be used for holidays, snow days, unexpected school closures, school breaks, and other times when the Paraprofessional is not scheduled to work. If the Paraprofessional is not scheduled to work, or an unexpected school closure occurs, the Paraprofessional can request usage of PTO hours with less than two (2) weeks' notice.

PTO hours shall be paid at a pay rate equal to their regular base hourly wage. This does not include overtime pay, holiday, pay, bonuses, or supplemental pay. Employees are not entitled to payment for unused PTO hours at the end of the benefit year or in the event of separation from employment or resignation/demotion from a Paraprofessional position, regardless of the reason.

5.4 Summer Leave

Teaching staff who do not wish to work during the summer may request a Personal Leave of Absence. The request should follow all the procedures of a Personal Leave of Absence described in the following section. A Personal Leave of Absence may be requested for a maximum of 8 weeks and is subject to approval by your supervisor.

5.5 Personal Leave of Absence

A Personal Leave of Absence without pay may be granted for absences of more than five consecutive workdays (up to a maximum period of no longer than 8 weeks during the school year and/or non-consecutive weeks during the Summer Discovery School program) at the discretion of management. You may be granted leave under the following conditions:

1. You provide Schoolhouse with at least 30 days' notice prior to the anticipated leave, using a Leave Request Form, to be approved by your supervisor.
2. The leave is for justifiable reasons (as determined by management) and not to secure employment outside Schoolhouse.
3. The leave will not seriously disrupt Schoolhouse operations.
4. Leave not otherwise permitted by the Family and Medical Leave Act.

Personal Leaves of Absence are not granted until all unused vacation days (exempt employees) or PTO (Paraprofessionals) have been exhausted.

During a leave of absence, you must pay the entire cost to continue health, dental and life insurance coverage. Otherwise, these and all other benefits will cease. You will not receive service credit during your leave of absence. Benefits such as vacation and Short Notice Leave days will not accumulate. Your retirement and benefit service may also be affected. If you return on or before your authorized leave expires, you will generally receive full credit for service prior to your leave. However, for certain benefits, you will again be required to meet eligibility requirements.

Schoolhouse cannot guarantee you the same job you had before you went on leave, but an attempt will be made to place you in a position for which you are qualified and certified if available. If your career plans have changed during the time that you were away, you will be encouraged to discuss them with your supervisor or Human Resources.

If you do not return to work after an authorized leave of absence, your employment will terminate on the date the authorized absence expires.

5.6 Bereavement Leave

In case of the death of a family member, salaried employees will be given up to a maximum of three consecutive days off with pay to make burial arrangements and attend the funeral. Family members include all off of the following:

- A biological, adopted or foster child, stepchild or legal ward, or a child to whom the eligible employee stands in loco parentis.
- A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an eligible employee or an eligible employee's spouse or an individual who stood in loco parentis when the eligible employee was a minor child.
- An individual to whom the eligible employee is legally married under the laws of any state.
- A grandparent.
- A grandchild
- A biological, foster, or adopted sibling.

If extenuating circumstances exist, you should discuss your need for additional bereavement leave with your supervisor who will consider your request based on individual hardships.

5.7 Civic Leave

When an employee is called for jury duty or as a witness, time off with pay will be granted as follows:

- Employees must notify management upon receipt of their summons at which time Schoolhouse will provide a form to be filled out by the court.
- The company will pay the difference between the court payment and the employee's regular pay rate. In order to receive payment from Schoolhouse, the employee must provide proof of service and must surrender/sign over the payment from the court.
- A Schoolhouse provided form or a document from the court showing the date, time period, and amount paid must be given to Human Resources. Hourly paid employees are entitled to civic leave only if scheduled to work during the hours of civic leave. For example, the employee's regular work schedule is 8:30am-1:30pm and the civic duty time is 2pm-6pm, the employee is not eligible for civic leave as it is not during their scheduled work day. Likewise, an employee will only be paid a prorated amount based on the hours that overlap between the regular scheduled hours and the civic duty as performed. For example, the employee is scheduled for 3-6pm and civic duty ends at 4pm. The employee would only be paid for the 1 hour overlap. Please direct any questions regarding eligibility to Human Resources.
- If court dismisses the jury or witness early, the employee is expected to return to work as soon as possible to fulfill their regularly scheduled shift.
- Should the employee's work duties with the company be vital to its operation, the court may be asked to excuse the employee from jury duty.

5.8 Military Leave

A military leave of absence will be granted to employees who are absent from work because of service in the U.S. uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act (USERRA).

The employee must notify his or her manager as soon as the employee is aware that military service is required, unless military necessity prevents such notice or it is otherwise impossible or unreasonable.

The leave will be unpaid, although employees may choose to use any available paid time off for the absence.

Continuation of health benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions, and limitations of the applicable plans for which the employee is otherwise eligible.

A returning employee's notification of an intent to return to work must be made promptly following completion of military service. Time limits for returning to work depend on the length of a person's military service. Service of 1 to 30 days requires the returning employee report to the employer not later than the beginning of the first regularly scheduled work period on the first full calendar day following completion of service and the expiration of 8 hours after a period of allowing for safe transportation home from the place where the service was performed. Service of 31 to 180 days requires the returning employee to submit

an application of reemployment no later than 14 days following the completion of military service, and service of more than 180 days requires a reemployment application to be submitted no later than 90 days from the completion of military service.

Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on length of military service in accordance with USERRA. Employees will be treated as though they were continuously employed for purposes of determining benefits based on length of service.

Please contact the Human Resources Manager for more information or if you have any questions about military leaves of absence.

5.9 Family and Medical Leaves of Absence

General Description

The Family and Medical Leave Act (FMLA) provides eligible employees up to 12 workweeks of unpaid leave per year (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness), and requires group health benefits to be maintained during the leave as if employees continued to work instead of taking leave. Employees are also entitled to return to their same or an equivalent job at the conclusion of their FMLA leave.

The FMLA also provides certain military family leave entitlements. Eligible employees may take FMLA leave for specified reasons relating to certain military deployments of their family members. Additionally, they may take up to 26 weeks of FMLA leave in a single 12-month period to care for a covered service member with a serious injury or illness.

Schoolhouse will provide eligible employees leave for family and medical reasons as required by the FMLA. The rights granted and obligations imposed in this policy are limited to those created by the FMLA. All previous FMLA or other policies governing such leaves of absence for medical, family, or parental reasons are rescinded, and superseded by this policy. Employees with questions about FMLA coverage are encouraged to consult with the Human Resource Manager.

Eligibility

To be eligible for FMLA-protected leave you must have:

- worked for the employer for 12 months. The 12 months of employment are not required to be consecutive in order for the employee to qualify for FMLA leave. In general, only employment within seven years is counted unless the break in service is due to an employee's fulfillment of military obligations, or governed by a collective bargaining agreement or other written agreement.
- worked at least 1,250 hours within the 12 months immediately preceding

- the commencement of the leave requested;
- work at a worksite where 50 or more company employees are employed within 75 miles of that worksite;

Reason for Leave

Eligible employees may request FMLA leave of up to 12 workweeks in a 12-month period for any of the following reasons:

- (1) For the birth of a son or daughter, and to care for the newborn child within 1 year of the child's birth;
- (2) Adoption or foster care placement of a child and to care for the child within 1 year of the placement;
- (3) To care for the employee's qualifying spouse, son, daughter, or parent with a serious health condition;
- (4) Because of a serious health condition of the employee that makes the employee unable to perform the functions of his or her position;
- 5) A qualifying exigency for families of members of the regular Armed Forces, National Guard and Reserves when the covered military member is on active duty or called to duty in support of a contingency operation in a foreign country. This leave may commence as soon as the individual receives the call-up notice. A qualifying exigency must be one of the following:
 - 1) Short-notice deployment.
 - 2) Military events and activities.
 - 3) Child care and school activities.
 - 4) Financial and legal arrangements.
 - 5) Counseling.
 - 6) Rest and recuperation (up to 15 days).
 - 7) Post-deployment activities.
 - 8) Additional activities that arise out of active duty, provided that Schoolhouse and the employee agree, including agreement on timing and duration of the leave.
 - 9) Parental care- employee may take leave to care for the parent of the military member who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother. As with all instance of qualifying exigency leave, the military member must be the spouse, son, daughter, or parent of the employee requesting qualifying exigency leave.

Definitions

A "serious health condition" is generally defined as an illness, injury, impairment or physical or mental condition that involves:

- (1) Inpatient care of at least one overnight stay in a hospital, hospice, or residential medical care facility, and any period of incapacity or subsequent treatment in connection with such inpatient care; or
- (2) Any period of incapacity (unable to work, attend school, or perform other regular daily activities) requiring absence of more than three (3) consecutive, full calendar days from work, and any subsequent treatment or period of incapacity relating to the original incapacity, that involves:
 - (a) In-person treatment by a healthcare provider two or more times within 30 days of the first day of incapacity, with the first in-person treatment taking place within seven days of the first day of incapacity; or
 - (b) In-person treatment by a healthcare provider at least once, occurring within seven days of the first day of incapacity, which results in a regimen of continuing treatment by (or under the supervision of) a healthcare provider; or
- (3) Any period of incapacity due to pregnancy, or for pre-natal care; or
- (4) Any period of incapacity, or treatment for such incapacity, due to a chronic serious health condition; or
- (5) Any period of incapacity which is permanent or long-term, due to a condition for which treatment may not be effective, with continuing supervision by a healthcare provider; or
- (6) Conditions requiring multiple treatments including recovery from, either for restorative surgery after an accident or injury, or for a condition that would likely result in a period of incapacity of more than three consecutive calendar days in the absence of medical intervention or treatment (as defined by the U.S. Department of Labor).

A "serious injury or illness" of a covered servicemember means an injury or illness incurred by the servicemember in the line of active duty (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the service) that renders him/her medically unfit to perform the duties of his/her office, grade, rank, or rating. In the case of a veteran who was a servicemember at any time during a period when the person was a covered servicemember, a qualifying (as defined by the Secretary of Labor) injury or illness incurred by a covered servicemember in the line of duty on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating. Outpatient status of a covered servicemember,

means the status of a servicemember assigned to either a military medical treatment facility as an outpatient; or a unit established for the purpose of providing command and control of members receiving care as outpatients.

A “qualifying exigency,” for which FMLA leave may be available to an employee whose spouse, parent, son, or daughter who is a covered military member (generally, a member of the National Guard or Reserves), may include any of the following: (1) short-notice deployments; (2) military events and related activities; (3) child care and school activities; (4) financial and legal arrangements; (5) counseling; (6) rest and recuperation; (7) post-deployment activities; or (8) any additional activities agreed upon by the employer – including time and duration of leave.

In order to care for a covered servicemember, an eligible employee must be the spouse, son, daughter, parent, or next of kin of a covered servicemember. The FMLA defines the terms “son or daughter,” as a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, and who is of any age. A “parent of a covered servicemember” means a covered servicemember’s biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the covered servicemember. This term does not include parents “in-law.” The “next of kin of a covered servicemember” is the nearest blood relative, other than the covered servicemember’s spouse, parent, son or daughter. “Next of kin of a covered servicemember” includes blood relatives who have been granted legal custody by the servicemember through court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the servicemember has designated in writing another blood relative.

Length of Leave

The FMLA entitles eligible employees to take up to 12 weeks of unpaid job-protected leave during a 12-month period. For FMLA purposes, Schoolhouse has adopted a “rolling” 12-month period measured backward from the date an employee uses any FMLA leave. Each time an employee takes leave, the amount of leave the employee has taken in the last 12 months will be computed and then subtracted from the 12 weeks of available leave, the balance remaining will be the amount of leave the employee is entitled to take at that time.

For leaves to care for a covered servicemember who is undergoing medical treatment, recuperation or therapy, is in out-patient status, or is on the temporary disabled retired list, due to a serious injury or illness incurred in the line of duty, while on active duty, the FMLA allows eligible employees to take up to 26 weeks of unpaid job-protected leave during a 12-month period. Unlike other forms of FMLA leave, leaves to care for a covered servicemember always are calculated using a single 12-month period measured forward from the date the employee begins taking leave to care for the covered servicemember.

Any company leave that also qualifies as an FMLA leave will be charged against your FMLA entitlement.

Substitution for Paid Time Off

The FMLA permits employers to require the substitution of all available paid leaves or other forms of paid time off (i.e., vacation time, sick time, etc.) for unpaid FMLA leave. Accordingly, Schoolhouse requires employees to substitute all available paid leave and other forms of paid time off, including Short Notice Leave, for unpaid FMLA leave.

FMLA leave runs concurrently with other forms of leave and paid time off. The substitution of paid leave for unpaid leave does not extend the 12-week leave period. You must use and exhaust any vacation or other paid time off at the beginning and as part of your FMLA leave.

Notice of Leave

Employees are required to give at least 30 days advance, written notice to Human Resources before FMLA leave is to commence where the need for leave is foreseeable.

When the need for leave is not foreseeable, employees are required to give advanced, written notice as soon as practicable. Even in emergency situations, notice generally can be given the same day leave begins, or, at a minimum, the next business day.

When requesting FMLA leave, or calling in an absence or tardiness associated with a leave covered by the FMLA, employees must follow the Company's regular call-in and leave-request procedures.

Failure to give the appropriate notice may cause FMLA leave to be delayed or, in some circumstances, denied.

Where the employee is taking leave for planned medical treatment, the employee must consult with Human Resources and make a reasonable effort to schedule the leave so as not to disrupt the Company's operations.

Certifications

Employees are required to provide medical or other certifications to support FMLA-leave requests, at their own expense. You should obtain the appropriate certification forms from Human Resources. Medical certifications must be completed by the appropriate health care provider (i.e., your treating health care provider or the treating health care provider of your qualifying family member). You must provide the required certification no later than 15 calendar days after you request leave, or Schoolhouse requests certification, whichever is later.

Employees must provide sufficient information for Schoolhouse to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

Failure to provide a complete and sufficient certification in a timely manner, may result in your leave request being delayed or denied.

If Schoolhouse requires confirmation or has reason to doubt the validity of the provided certification, it has the right to require you or your family member to be examined by a health care provider of its choosing. If there is a conflict between the opinions of your health care provider and the company's health care provider, Schoolhouse may require you to obtain medical certification from a third health care provider.

The company may, from time to time, and at reasonable intervals, require you to obtain re-certification or new certification each leave year, as permitted under the FMLA.

Benefits

During a FMLA leave, your coverage under Schoolhouse's group health insurance plan will be maintained on the same conditions as coverage would have been provided if you had not taken the leave. However, you must continue to pay your share of the health insurance plan premiums during the leave period. You also may be entitled to continue health care coverage for other dependents at your own expense while on FMLA leave (such as dependent coverage).

If Schoolhouse provides a new health plan or benefits, or changes health benefits or plans, while you are on leave, you are entitled to the new or changed plan or benefit to the same extent as if you were not on leave. However, this also means that if premiums are raised or lowered, you will be required to pay the new premium rates.

Employees who are required to pay a share of the health insurance plan premiums must arrange for payment of the premiums. If vacation time or other forms of paid leave/time off are used, the employee's share of premiums will be paid by the normal payroll deduction method. Failure to make premium payments in a timely manner may result in loss of your health insurance.

Schoolhouse's obligation to maintain health insurance coverage may cease if:

- (1) Your premium payment is more than 30 days late;
- (2) You inform [Employer] of your intent not to return from leave;
- (3) The employment relationship would have terminated if you had

not taken leave; or

- (4) You fail to return from leave or continue on leave after exhausting your FMLA leave entitlement.

The taking of leave will not result in the loss of any employment benefit arising prior to the date on which leave commenced, but you will not accrue or bank any employment benefits during the period of leave, except as required by the FMLA.

Schoolhouse may recover the health premiums it paid during your leave if you fail to return to work after your leave is exhausted or expires, unless the reason you do not return is due to:

- (1) The continuation, recurrence, or onset of a serious health condition that would otherwise entitle you to leave under the FMLA; or
- (2) Other circumstances beyond your control.

Notice Regarding Intent to Return to Work

You are required to report periodically on your status and intent to return to work.

If you give unequivocal notice of an intent not to return to work, your employment relationship is deemed terminated and all rights and obligations under the FMLA will cease.

Rights upon Return to Work

Unless a circumstance affecting job restoration exists, on return from leave, you will be returned to the same position you held when leave commenced, if the position remains available, or to an equivalent position with equivalent benefits, pay and other terms and conditions of employment.

Where FMLA leave is occasioned by your own serious health condition, Schoolhouse requires you to obtain and present a fitness-for-duty certification (FFD) from your health care provider verifying that you are able to complete the functions of your job without significant risk or harm to yourself or others. Failure to timely provide the required FFD may result in your return to work being delayed or denied.

Key employees, as defined by the FMLA, may not be entitled to reinstatement. Key employees will be informed of their status and rights and obligations under the FMLA upon request for a leave of absence under this policy.

Upon restoration to employment, you are not entitled to any greater right, benefit, or position of employment other than any right, benefit, or position that you would have been entitled had you not taken leave.

An employee who fraudulently obtains leave under this policy is not protected by the FMLA, and may be subject to disciplinary action, up to, and including discharge. If an employee exhausts their FMLA leave entitlement and are unable to return to work, Schoolhouse is not required to restore them to their position.

Timing and Manner of Leave Taking

Where it is medically necessary, you may take FMLA leave on a reduced or intermittent schedule for your own serious health condition, to care for a qualifying family member's serious health condition, or to care for a qualifying servicemember with a serious illness or injury. You may also take FMLA leave on an intermittent or reduced schedule basis for a qualifying exigency when a qualifying family member is on active military duty, or on call to active military duty. Intermittent and reduce-scheduled leaves are accounted for in one-hour increments.

FMLA leave for the birth or placement of a child for adoption or foster care must be taken in a single continuous block of time and must conclude within 12 months from the birth or placement of the child.

If your FMLA leave time expires and you remain on company leave, your rights to continued health care coverage and to job restoration will be determined solely under the applicable company leave policy, if any, not under the FMLA.

Intermittent Leave for Instructional Employees

For instructional employees, special rules apply regarding taking intermittent leave.

An "instructional employee" is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. For example, this definition includes teachers and special education assistants, but does not include teaching assistants or aides who do not primarily teach.

If –

- (1) an instructional employee needs intermittent leave to care for a family member with a serious health condition, to care for a covered servicemember, or for the employee's own serious health condition,
- (2) the leave is foreseeable based on planned medical treatment, and
- (3) the employee would be on leave for more than 20 percent of the total number of working days over the leave period (e.g., missing two of five days per week during the leave period), then Schoolhouse may require the employee either to:
 - Take leave for a period or periods of a particular duration;
 - Transfer temporarily to an available alternative position for which the employee is qualified, with equivalent pay and benefits.

Limitations on Taking Leave near the End of an Academic Term

When an instructional employee begins leave more than five (5) weeks before the end of the term, Schoolhouse may require the employee to continue taking leave until the beginning of the next term if the leave will last at least three (3) weeks and the employee would return to work during the three-week period before the end of the term.

When an instructional employee begins leave for a purpose other than his or her own serious health condition during the five-week period before the end of the term, Schoolhouse may require the employee to continue taking leave until the beginning of the next term if the leave will last more than two (2) weeks and the employee would return to work during the two-week period before the end of the term.

When an employee begins leave for a purpose other than his or her own serious health condition during the three-week period before the end of a term and the leave will last more than five (5) working days, Schoolhouse may require the employee to continue taking leave until the beginning of the next term, excluding summer school.

Keeping You Informed

After submitting a leave request, Schoolhouse will inform you whether you are eligible for FMLA leave. If you are, the eligibility notice will specify any additional information required to determine whether the leave qualifies under the FMLA, as well as your rights and responsibilities. If you are not eligible, Schoolhouse will provide the reason for ineligibility.

Once you have submitted a complete and sufficient certification, Schoolhouse will inform you if the requested leave will be designated as FMLA-protected and the estimated amount of leave to be counted against your leave entitlement, if any. The company also will inform you if your request does not qualify for FMLA leave.

Policy against FMLA Interference

It is Schoolhouse's policy not to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA; or
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

An employee who is concerned about a possible violation of the FMLA should follow the company's complaint procedures concerning other forms of discrimination or harassment. If that does not resolve the issue, the employee has

the right to file a complaint with the U.S. Department of Labor or may bring a private lawsuit.

FMLA does not affect any federal or state law prohibiting discrimination, or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Additional Information

See next page.

For additional information, or to obtain the required FMLA request and other forms, contact the Human Resource Manager. For additional information regarding the FMLA, you also may contact the Department of Labor at:

U.S. Department of Labor
Employment Standards Administration
Wage and Hour Division
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
www.wagehour.col.gov

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Section 6

Benefits

Schoolhouse provides a variety of employee benefits and insurance. The following list is just a brief summary of these benefits and does not alter the terms of the specific benefit plans at issue. Schoolhouse urges all employees to refer to the original policy documents in order to understand the full implications of all these policies. Employees shall be eligible to participate in such plans that are maintained by the employer in accordance with the terms and conditions of the plan documents. For benefits purposes, Schoolhouse recognizes employees working 30 hours or more per week to be full-time and therefore offered healthcare benefits. Employees are always welcome to ask questions and discuss certain aspects of these policies with management.

Disclaimer: Due to the changing nature of the Affordable Health Care Act, the coverage outlined in Section 6 is subject to change. In the event of such a change, employees will be notified.

6.1 Medical, Dental, and Vision Coverage

The company maintains a group hospitalization, medical, dental and vision insurance. Eligible employees may enroll in coverage on the 1st of the month after 60 days of employment, provided all proper applications are made. The Human Resource Manager will provide information regarding the plan at 30 days of employment. Employees are then given 30 days to review and elect or decline the coverage.

The company pays a significant portion of the coverage of its employees. Employees must contribute a share of the cost of this benefit which is deducted from the employees' pay and paid along with the company's contribution to the health insurance company.

As health care costs continue to rise, the company will attempt to provide the best possible health coverage to its employees at an affordable cost. Employees are notified when health care premiums have increased and must share in paying the increased premium.

Spouses and dependent children up to age 26 are eligible to enroll in the medical, dental, and vision plans with the employee responsible for 100% of the premium.

6.2 Continuation of Group Health Insurance

If an employee previously covered by the company's group health insurance plan is laid off because of temporary lack of work or illness and is rehired within three (3) months of the layoff or leave, the employee will become eligible to participate in the group health insurance plan (on the first day of the month) after rehire.

Employees must notify management of their intent to continue coverage by filling out the COBRA election form within sixty (60) days of receipt. The employee is responsible for a maximum of 102% of the premium if COBRA is elected (this includes 2% towards administrative fees). Failure to notify management in writing or pay premiums is considered notice of cancellation of this option.

6.3 Group Life Insurance

Salaried employees are covered by a group life insurance policy with 100% of the premium paid by Schoolhouse. This coverage becomes effective at the same time as the group health insurance. This benefit is available to employees on the 1st of the month after 60 days of employment.

Schoolhouse currently provides a life insurance policy of \$30,000 and an accidental death policy of \$30,000 for every salaried employee. Employees may elect Supplemental coverage for themselves, spouse, and/or dependents.

If an employee leaves the company, the \$30,000 life insurance policy can be converted to a Whole Life policy. Supplemental products can also be taken with employee, but cannot be converted to Whole Life. All life insurance policies would be converted to individual rates (i.e. not continue at the group rate). In order to continue these policies after employment, Portability paperwork must be filled out. This must be done within 30 days after employment terminates.

6.4 Short Term Disability

Salaried employees are covered by a short-term disability program. Employees will be enrolled in the program on the 1st of the month after 60 days of employment. Currently the policy pays up to 13 weeks of disability at 60% of the employee's salary. The benefit begins the eighth day after seven consecutive days of eligible continuous sickness or accident disability. Schoolhouse pays 100% of the premium.

6.5 Long Term Disability

Schoolhouse offers long term disability insurance for eligible individuals wanting to participate. This insurance is paid by the employee; however, it is priced at group rates. This benefit takes over after short-term benefits have been

exhausted. This benefit is available to employees on the 1st of the month after 60 days of employment. See the Human Resource Manager for rate information.

6.6 Benefits Schedule

Please refer to your Faculty Handbook for other benefits, including vacation, tuition reimbursement, etc.

District Office and Corporate Staff follow the holiday schedule for the private school staff and do not receive time off for spring break, mid-winter break, and summer. Staff who wish to take vacation time during these holiday breaks must request vacation time.

Private School Teachers and Staff District Office and Corporate Staff									
Service By		Short Notice Leave (SNL)	Paraprofessional Paid Time Off (PTO)	Vacation Days	Vacation Days that can be used for Short Notice Leave	Bereavement	Health, Dental, Vision	Disability	
Years	Months							Short Term	Long Term
1 & 2	3-24	7	5	15	0	3	1st of the month after 60 days of employment		
3 & 4	25-48	7	5	16	1	3	Single/Family Coverage Available with Co-Pay Deduction	Employer Paid Program	Employee Paid Program with Low Group Rates
5 & 6	49-72	7	5	17	2	3			
7 & 8	73-96	7	5	18	3	3			
9	97-108	7	5	19	4	3			
10	109+	7	5	20	5	3			

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Employee Handbook Forms

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Employee's Work Injury Report

- This report is to be completed by Schoolhouse Learning Communities employees when an occupational (work-related) illness or incident occurs. Submittal of an Occupational Incident Report is not filing a claim for workers' compensation benefits. FAX your report to (313) 748-1150. Submittal of a completed Employer's Basic Report of Injury Form (OCR 100 on top right of form) to the Human Resource Manager activates a workers' compensation claim file.
- If the employee is unable to complete an Occupational Incident Report, the supervisor must report the Incident on their behalf.
- If you have any questions, please call Human Resources at (734) 405-2354 ext. 3

Name: _____ Last four digits of social security number: _____

Home Address: _____ City: _____ Zip: _____

Home Phone: _____ Supervisor Name: _____ Phone No. _____

Employment Type: Full-time Part-time Regular Temporary Seasonal Volunteer

Date of Incident: _____ Time of Incident: _____ Time Shift Began: _____

Schoolhouse location, name & room of incident: _____

State all parts of body and type of injuries involved (e.g. bruised right elbow)

Describe how incident occurred: _____

Incident was reported to: _____ Date: _____

Do you require medical treatment for this injury?

No medical treatment Declined treatment at this time Treatment was/will be provided by:

Name (facility or physician): _____

I, the injured employee, herein certify the information above is true and to best of my knowledge.

Date: _____ Signature of employee: _____ Rev 1/2017

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Harassment Complaint Form

Complainant's Name: _____

Work Location: _____ Complainant's Job Title: _____

Date of Complaint: _____ Date of Incident: _____

Name(s) of witness(es), if any: _____

Description of Incident: (attach additional sheets if necessary)

Complainant Signature: _____ Date: _____

Complaint Received By: _____ Date: _____



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