

# A Pillar of Education in Detroit.

# **EMPLOYEE HANDBOOK**

Revised 8/2019



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## INTRODUCTION

We see transformed lives, for good, and a new city for all. We seek to realize this vision while embodying the values of **Love**, **Learn**, **and Lead**.

We believe it is a sacred act to love: to treat one another with care and dignity, to accept one another as we are, even as we nurture and challenge one another.

We believe it is a sacred act to learn: to be open and curious about how our world works, to listen deeply to those around us and those who came before us, to bring the humble heart of a beginner to everything we do

We believe it is a sacred act to lead: to see and solve problems, to take responsibility for our choices, to take the initiative, to act in service to others.

We believe that these are sacred values for every person in our Cornerstone Family - our students, our families, our teachers, our staff, our business partners and our partner community.

While these values are eternal, Cornerstone is undergoing a process to review and align on its mission, vision, and values, building on its 28 year history, and will work proudly to communicate any revisions.



# Vision, Mission, and Values

#### Vision:

We see transformed lives, for good, and a new city for all.

#### Mission:

At Cornerstone, our broad and beloved community will make possible an excellent education for our students to prepare them for a fulfilling life. To do this, we will help our students to become of good character, academically strong, and well-prepared for a good career. The 3 pillars of character, academics, and career are equally important as we prepare our students for a fulfilling life.

#### Values:

• Character

(love, peace, patience, kindness goodness, gentleness, faithfulness, self-control gratitude and citizenship)

- Excellence
- Student Success
- Fiscal Responsibility
- Stakeholder Engagement

## **Our Culture**

We value education and believe that we are a living curriculum to the children. We are centers of hope in the midst of a challenging urban setting. We are a shared community where everyone is accepted and has a critical role to play in the school family. We believe our diversity is a wonderful gift and a powerful strength.



#### **Employee Handbook Overview**

Congratulations and welcome to the Cornerstone Family! This handbook is designed to acquaint you with Cornerstone Education Group, herein referred to as CEG and provide you with important information about working conditions, benefits, and the policies affecting your employment. It describes many of your responsibilities as an Employee and outlines the programs and policies developed for your benefit. This handbook, however, cannot address every situation that could possibly arise in the workplace, therefore your acknowledgement grants CEG the flexibility to address unique situations. One of CEG's objectives is to provide a work environment that is conducive to both personal and professional growth. Please read, understand, acknowledge and comply with all provisions of the handbook.

CEG reserves the right to revise, supplement or rescind any policies from time to time as deemed appropriate. All Employees will be notified of such changes to the handbook as they occur. We will try to keep this handbook current, but there may be times when policies or programs will change before this material can be revised.

This handbook does not create any rights, contracts or guarantees of employment, benefits, or working conditions between Employees and the employer. We may change or discontinue these guidelines at any time.

We may change, modify, suspend, interpret, or cancel, in whole or in part, any of the published or unpublished policies or procedures without advance notice and without having to give cause, justification, or consideration, at our discretion. Nothing contained in this handbook, including any policies regarding termination, performance evaluation, or discipline, will be construed to grant anything other than at-will employment.

This handbook supersedes statements in any prior handbook/manuals and any other prior statements made to you about your employment with us, either oral or written. By issuing this to you, we are rescinding any prior policies, procedures, handbooks/manuals, or general rules previously in effect.



#### Contacts

**Central Office** 306 E. 4<sup>th</sup> Street Royal Oak, MI 48067 Phone: (248) 760-3035

Human\_Resources@cegschools.org

#### Cornerstone Charter Health & Technology High School

17351 Southfield Fwy. Detroit, MI 48235 Phone: (313) 486-4260

## Jefferson-Douglass Academy

6861 E Nevada Detroit, MI 48234 Phone: (313) 314-1300

#### Lincoln-King Academy

13436 Grove Street Detroit, MI 48235 Phone: (313) 862-2352

#### Madison-Carver Academy

19900 McIntyre Street Detroit, MI 48219 Phone: (313) 486-4626

#### Washington-Parks Academy

11685 Appleton Redford, MI 48239 Phone: (313) 592-6061



## **EMPLOYMENT**



## **At-Will Employment Status**

You are an at-will employee. This means that either you or CEG may terminate your employment for any or no reason at all, and with or without cause or advance notice at any time. The Human Resources Office and/or the Executive Management team has no authority to make a commitment of guaranteed or continuing employment to you, and no company publication should be understood to make any such guarantee.

## Equal Employment Opportunity

We seek to be an equal opportunity employer. It is our policy that all Employees have a right to work in an environment that is free from unlawful discrimination. Our employment practices, including training, transfer, promotion and layoff decisions, are based on job qualifications without regard to religion, race, color, national origin, age, sex, height, weight, marital status or disability. Our policy also prohibits unlawful harassment on the basis of all legally protected categories.

We will accommodate all Employees with disabilities as long as such accommodation does not impose an undue hardship <u>and</u> the accommodation would enable the Employee to perform the essential functions of the job.

Employees who believe this policy has been violated should notify their supervisor. Employees who believe the supervisor has not or cannot address the problem adequately, may contact the Chief Executive Officer. We want to resolve all Employee concerns about possible employment discrimination.

#### Americans with Disabilities Act

CEG is committed to complying with all applicable provisions of the Americans with Disabilities Act (ADA) of 1990 and its amendments the Americans with Disabilities Act Amendment Act (ADAAA). It is our policy not to discriminate against any qualified employee or applicant with regard to terms or conditions of employment because of the individual's disability or perceived disability so long as the employee can perform the essential functions of the job.

Consistent with this policy of nondiscrimination, CEG will provide reasonable accommodations to a qualified individual with a disability, who has made the Employer aware of his or her disability in writing and within 182 days after the employee knew or should have reasonably known that an accommodation is needed, provided that such accommodation does not constitute an undue hardship on the Employer. MCL 37.1210, *et seq*.

Employees who believe this policy has been violated, should notify their supervisor. Employees who believe the supervisor has not or cannot address the problem adequately, may contact the Chief Executive Officer. We want to resolve all Employee concerns about possible employment discrimination.



## **Employment Categories**

At the time you are hired, your employment offer will be subject to each of the following categorizations:

- 1) Employment Type
  - a. Regular Full-Time Employee,
  - b. Educational Faculty and Staff,
  - c. Part-Time Employee, or
  - d. Temporary/Seasonal Employee.
- 2) Work Period
  - a. Ten (10) months or
  - b. Twelve (12) months.
- 3) Fair Labor Standards Act (FLSA) status
  - a. Exempt or
  - b. Nonexempt.

CEG also may retain the services of Independent Contractors, who are not employees of CEG and therefore are not subject to the terms and conditions of the Employee Handbook.

Your wages, salaries, benefits, and job duties are affected, in part, by these categorizations and classifications, as defined below:

**Regular Full-Time Employee.** An Employee who is hired to work at least forty (40) hours per week on a regularly scheduled basis.

**Educational Faculty & Staff.** An Employee who is hired on either a full-time or part-time basis with the expectation to work predetermined dates each year consistent with the school-year calendar. This category includes hired-in building substitute teachers (guest teachers) whose roles are pending the hire of a certified teacher.

**Regular Part-Time Employee.** An Employee who is hired to work fewer than 40 hours per week. Regular Part-Time Employees who work 20 hours or fewer per week will receive all legally mandated benefits, but are ineligible for participation in other CEG benefit plans and perks.

**Temporary/Seasonal Employee**. An Employee hired directly or engaged through a staffing firm (for whom CEG is not the employer of record) to work with the understanding that his/her employment will be terminated no later than the completion of the specific assignment (typically not to exceed 6 months). This category also includes interns and co-op students. Employees in this category are specifically excluded from participation in CEG's benefits plans and other perks unless otherwise required by law.



**Independent Contractors.** Consultants, freelancers and independent contractors who are engaged to provide services, but are not employees of CEG. Individuals or companies in this category are specifically excluded from participation in CEG's benefits plans and other perks. In addition, CEG is not required to satisfy income, Social Security, Medicare, unemployment tax withholdings, or other payments for independent contractors.

**10-Month Employees.** Employees designated to work according to the 10-month school-year calendar who are paid over 26 bi-weekly pay periods. The exact start of the first pay period of the school year will vary annually, but will generally be mid- to late- August.

**12-Month Employees.** Employees designated to work year-round who are paid over 26 bi-weekly pay periods. The start of the first pay period of the fiscal year is July 1<sup>st</sup> annually.

#### Non-Exempt and Exempt Employees

Employees are classified as either exempt or non-exempt for pay administration purposes, as determined by the federal Fair Labor Standards Act (FLSA).

The definitions of the worker classification categories can be summarized as follows:

**Exempt**. Employees who meet any of the FLSA's exemption standards, including managerial, supervisory, professional, sales or administrative employees. This category includes principals, deans, teachers, administration, supervisors, directors of all levels, professional staff, technical staff, officers, and others whose duties and responsibilities allow them to be exempt from overtime pay provisions as provided by the FLSA or any applicable state laws.

**Non-exempt**. Employees whose positions do not meet the FLSA exemption standards. This category includes all hourly-paid Employees. Overtime work is prohibited without specific supervisor authorization. This category includes lunch aides, students, and other Employees who are deemed non-exempt according to the test and guidance of the FLSA.

These terms are further subject to the FLSA Safe Harbor Policy.

## Timekeeping

Federal and state laws require an accurate record of time worked be kept in order to calculate Employee pay and benefits. In accordance with the state and federal regulations, we are obligated to keep accurate records of the time worked by nonexempt Employees, including overtime. Electronic timecards are used for this purpose. Your proper maintenance of your electronic timecard is the only way to ensure that you are paid accurately for the hours of work performed. Your electronic timecard must indicate hours worked (i.e., the time actually spent on the job performing assigned duties.) Your electronic timecard must be electronically approved by your supervisor immediately after the close of each pay period. Failure to timely submit your electronic timecard may result in delayed payment of wages.



Altering, falsifying, tampering with time records, or recording time on your own or another Employee's or worker's time record may result in disciplinary action, up to and including termination of employment.

## **Employment Eligibility Verification**

All Employees shall be hired in compliance with federal and state laws and regulations.

CEG, in compliance with the Immigration Reform and Control Act of 1986, will hire only those individuals who are authorized to work in the United States.

# You must prove your employment eligibility within three (3) days of your hire date in order to maintain your employment status.

All individuals are required to submit documentation proving their identity and employment authorization. You will also be required to complete and sign a Department of Homeland Security U.S. Citizenship and Immigration Service Form I-9 Employment Eligibility Verification. Form I-9 requires you to certify that you are authorized to work in the United States and that the documents you submit are genuine.

If you are authorized to work in the United States for only a limited period of time, you will be required to re-submit proof of your continued employment authorization prior to the expiration date of that period.

#### **Anniversary Date**

The first day you report to work is your official anniversary date. Your anniversary date may be used to compute various conditions and benefits described in this Handbook. If there is a break in your service, you must return to work within one year (12-months) of your last day worked for your anniversary date to be reinstated.

#### Work Schedule

The standard hours of operation are determined and communicated by School Leaders. However, work schedules and meetings outside of these hours may be required and will vary for Employees based on their roles and responsibilities throughout the school and fiscal years. Supervisors will advise Employees of their individual work schedules as well as department practices concerning work breaks and lunch periods. We understand that personal or family matters or medical appointments may occasionally conflict with your work commitment. Whenever possible, you should avoid making personal appointments during business hours.

## **Confidential Information**

Our greater organization, partners, affiliates, donors, fellow Employees, students and their families, and various other stakeholders entrust us with sensitive and confidential information



every day. The nature of these relationships requires maintenance of confidentiality of all aspects of CEG's, our Employees', and our students' school/educational and personal records unless otherwise required by law to be released.

The Family Educational Rights and Privacy Act (FERPA) of 1974 is a federal law establishing an array of confidentiality rights for students and families. This law is required to be upheld by all school employees. There are significant sanctions and penalties that can be imposed for violating this law. In fact, one of the conditions for receiving federal funds requires procedures and adherence to FERPA.

Your employment assumes an obligation to maintain confidentiality and adherence to FERPA, even after you leave our employment.

Any violation of confidentiality seriously effects the schools' reputation and effectiveness. Therefore, please do not discuss school business with anyone who does not work for us, and never discuss school business with anyone who does not have a direct association with the issue. School records include, but are not limited to, grade point averages, attendance, and test scores.

No one is permitted to remove or make copies of any school or employment records, student records, reports or documents without prior supervisory approval.

Disclosure of confidential information or a violation of FERPA could lead to discipline, up to and including discharge.

#### **Media Relations**

All requests for media relations, interviews and published comments or statements about this school or employees should be forwarded to the CEO or his/her designee for comments.

#### **Conflict of Interests**

Employees and board members have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which this school wishes its business to operate. The purpose of these guidelines is to provide general direction so that Employees can seek further clarification on issues related to the subject of acceptable standards of operation. All potential conflict of interest situations should be brought to the attention of and discussed with the Human Resources Office or a member of the Executive Management team.

An actual or potential conflict of interest occurs when an Employees is in a position to influence a decision that may result in a personal gain for the Employee or for a relative as a result of the school's business dealings. For the purpose of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the Employee is similar to that of persons who are related by blood or marriage.



No presumption of guilt is created by the mere existence of a relationship with outside firms. However, if an Employee has an influence on transactions involving purchases, contracts, or leases, etc., it is imperative that he or she discloses to an officer of the organization as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an Employee, board member, or relative has a significant ownership in a firm with which the school does business, but also when an Employee, board member, or relative receives any kickback, bribe, substantial gift, incentive, or special consideration as a result of any transaction of business dealings involving the school.

The materials, products, designs, plans, ideas, and data of this school are the property of CEG, and should never be given to an outside firm or individual except through normal channels and with appropriate authorization. Any improper transfer of material or disclosure of information, even though it is not apparent that an Employee has personally gained by such action, constitutes unacceptable conduct. Any Employee who participates in such a practice shall be subject to disciplinary action, up to and including discharge.

#### Ethics

The purpose for this Ethics Policy is to support a culture of openness, trust, and integrity in all management and business practices. A well-understood ethics policy requires the participation and support of every Employee and volunteer.

We are dedicated to working with our Employees, volunteers, partners, vendors, and customers to ensure that they refrain from illegal or damaging actions that can be caused by these individuals, either knowingly or unknowingly. We are committed to conducting all of the school's affairs and activities with the highest standards of ethical conduct.

We are committed to the responsible use of assets; to provide accurate, complete, and objective information; to respect the confidentiality of financial and other information; to act in good faith and exercise due care in all we do; to comply with all rules and regulations; and to proactively promote ethical behavior.

This policy applies to all Employees, contractors, consultants, temporaries, and other workers, including all Employees affiliated with third parties.

#### Leaders' Commitment to Ethics

CEG's leaders must set a prime example. In any business practice, honesty and integrity must be top priority for executives. Leaders have an open-door policy and welcome suggestions and concerns from Employees. This will allow Employees to feel comfortable discussing any issues and will alert executives to concerns within the workforce. Leaders must disclose any conflict of interests in regard to their positions within the organization.



#### **Employee Commitment to Ethics**

Employees are expected to model CEG's character traits, treat everyone fairly, have mutual respect, promote a caring culture, and avoid the intent and appearance of unethical or compromising practices. Every Employee needs to apply effort and intelligence in maintaining ethics value.

Employees must disclose any conflict of interests regarding their position within the organization. Employees are expected to provide quality services and timely responses to inquiries.

#### **Professional Boundaries/Interactions with Students**

Employees are required to maintain professional boundaries and guard their interactions with students. Below is a non-exhaustive list of unacceptable and cautionary staff/student behaviors, which may become grounds for disciplinary action up to and including dismissal:

- 1) Giving gifts of any kind or quality to an individual student that are excessive or of an intimate nature.
- 2) Kissing of any kind.
- 3) Any type of unnecessary physical contact with a student.
- 4) Intentionally being alone with a student away from the school.
- 5) Making or participating in sexually inappropriate comments, whether verbally or in writing including electronic communication.
- 6) Sexual jokes.
- 7) Seeking emotional involvement with a student for your own benefit.
- 8) Listening to or telling stories that are sexually-oriented.
- 9) Discussing inappropriate personal troubles or intimate issues with a student in an attempt to gain his/her support and understanding.
- 10) Becoming involved with a student in a way that a reasonable person may suspect inappropriate behavior.
- 11) Using social media to connect or communicate with students (i.e., requesting or accepting to follow a student on Instagram, etc.).
- 12) Borrowing, gambling with, or otherwise soliciting money (or cash equivalents) or items of monetary value from students.

#### Unacceptable Staff/Student Behaviors Without Parent and Supervisor Permission

These behaviors should only be exercised when a staff member has parent and supervisor permission:

1) Giving students a ride to/from school or school activities without advance written parent permission.



2) Allowing students in your home.

#### Cautionary Staff/Student Behaviors

These behaviors should only be exercised when a reasonable and prudent person is prevented from using a better practice or behavior. An Employee should inform his/her supervisor of the circumstance and occurrence prior to or immediately after the occurrence:

- 1) Remarks about the physical attributes or development of anyone.
- 2) Excessive attention toward a particular student.
- 3) Sending emails, text messages, or letters to students if the content is not about school activities.
- 4) Being alone with a student at school with the door closed unless the meeting purpose is following best practices.

#### **Organizational Awareness**

Promotion of ethical conduct within interpersonal communications of Employees is expected. CEG will promote a trustworthy and honest atmosphere to reinforce the vision of ethics within our organization.

#### Maintaining Ethical Practices

CEG will reinforce the importance of the integrity and the tone will start with leadership. Every Employee must consistently maintain an ethical stance and support ethical behavior and encourage open dialogue, give honest feedback and treat everyone fairly, with honesty and objectivity.

#### **Unethical Behavior**

We will avoid the intent and appearance of unethical or compromising practices in relationships, actions, and communications. We will not tolerate harassment or discrimination. Unauthorized use of organizational trade secrets, marketing, operational, human resources, financial, source code, and technical information integral to the success of our organization will not be tolerated. We will not permit impropriety at any time and we will act ethically and responsibly in accordance with laws. Employees will not use corporate assets or business relationships for personal use or gain. Employees will not participate in or advocate harmful gossip.

#### **Enforcement**

Any infractions of this ethics policy will not be tolerated and CEG will act quickly in correcting the issue if the ethical code is broken. Any Employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment.



#### Non-Fraternization

This community places a great deal of importance on relationships and recognizing the need for responsible behaviors. The purpose is to encourage sincere, concerned working relationships between coworkers at all levels within the organization, while minimizing the potential perception of favoritism and preventing the creation of an uncomfortable working environment for others. This policy applies to all Employees.

It is CEG's practice to encourage Employees to develop healthy relationships with their coworkers to promote a productive work environment. It is also the policy to establish an environment where Employees maintain clear boundaries between Employee personal and business interactions that are most effective for conducting business. Although this policy does not prevent the development of friendships or romantic relationships between co-workers, it does establish clear boundaries as to how relationships will progress during working hours and within the working environment. The intent is not to intrude into the private lives of Employees. However, when personal or working relationships between Employees adversely impact or have the reasonable potential to adversely impact the school by eroding morale, good order, discipline, respect for authority, or departmental cohesion. These impacts or potential impacts become a matter of official concern. To avoid situations involving unlawful sexual harassment, stalking, conflicts of interest, misunderstandings, or the appearance of favoritism and impropriety any relationship that impedes the school's ability to conduct business, which would create a conflict of interest or prevent Employees from performing their duties in an effective manner and would therefore be detrimental to a productive work environment is prohibited.

For purposes of this policy, "fraternization" is defined as a relationship of an intimate or romantic nature or conduct that creates the appearance or impression that such a relationship exists.

The following guidelines must be adhered to:

- 1) During working time and in working areas, Employees are expected to keep personal exchanges limited so that others are not distracted or offended by such exchanges and so that productivity is maintained.
- Employees are strictly prohibited from engaging in physical contact that would in any way be deemed inappropriate by a reasonable person while anywhere on the school's premises.
- 3) Employee off-duty conduct is generally regarded as private, as long as such conduct does not create problems within the workplace. An exception to the principle, however, is romantic or sexual relationships between supervisors and subordinates.
- 4) Supervisors, managers, chief officers, or anyone else in sensitive or influential positions must disclose to the Executive staff the existence of any relationships with another coworker that has progressed beyond a platonic friendship. This disclosure will enable management to determine whether any conflict of interest exists because of the relative positions of the individuals involved.
- 5) Employees who allow personal relationships with coworkers to affect the working environment will be subject to the appropriate provisions of the company disciplinary policy



that may include counseling for minor problems. Failure to change behavior and maintain expected work responsibilities is viewed as a serious disciplinary matter.

- 6) Where doubts exist as to the specific meaning of the terms used above, Employees should make judgments on the basis of the overall spirit and intent of this policy.
- 7) Any Employee who feels he or she has been disadvantaged as a result of this policy, or who believes this policy is not being adhered to, should make those feelings known to the Human Resources Office or other designated individual.
- 8) Employees who are in a consensual relationship that complies with this policy but who allow the relationship to interfere in any way with the effective performance of their duties or the duties of their co-workers will be subject to disciplinary action up to and including termination.

#### Former Employees

Depending on the circumstances, CEG may consider a former Employee for re-employment. Such applicants are subject to CEG's usual pre-employment procedures and previous supervisors who are currently employed by CEG may be contacted to provide a reference. To be considered, an applicant must have been in good standing at the time of their termination of employment and must not have been deemed in-eligible for rehire as determined by the Human Resources Office.

#### **Employment of Relatives**

Relatives of present Employees may be employed. However, no relative will be hired or transferred into a position where they are supervised directly by a relative.

## **Background Investigation (Pre-Employment Screening)**

All new Employees hired must complete a pre-employment screening investigation. The background investigation shall commence upon conditional offer of employment. When applying for a position of employment, the applicant will receive the Background Investigation Consent Forms to complete. CEG will incur the screening cost.

All employment is contingent upon the verification of prior employment and education accomplishments as well as an acceptable comprehensive FBI background check and any other form of background investigation as may be required by Public Act 99 (1992); amended by Public Act 68 (1993). No employee should expect to work prior to completion of all background checks. Should it be necessary to employ a person prior to receipt of the above reports, such person shall be employed on a provisional basis for up to sixty (60) days. Any information contained in said reports that does not meet CEG's standards will be grounds for dismissal.

Any misstatement of fact or omission material to qualifications or background shall be considered grounds for dismissal. Furthermore, additional new hire policies may be necessary and are subject to becoming a condition of employment due to a particular job requirement.



All information and/or records obtained from such inquiries are considered confidential and shall not be released or disseminated to those not directly involved in such background investigation or the evaluation of the applicant's qualifications.

## Substance Abuse Policy and Drug & Alcohol Testing Policy

We are committed to providing a safe, efficient, and productive environment for all Employees. Abuse of alcohol, drugs, and illegal narcotics undermines that interest. To help ensure a safe and healthful working environment the company has adopted a Drug & Alcohol Testing Policy to ensure a drug-free workplace.

Therefore, CEG will strictly enforce the following rules:

- 1) The possession, distribution, use, and/or sale of alcohol or prohibited drugs or controlled substances, including marijuana, which is illegal under Federal law and is prohibited, on CEG property, in CEG vehicles, or off CEG property while on CEG business is prohibited.
- 2) Being under the influence of alcohol or prohibited drugs or substances on CEG property, in CEG vehicles, or off CEG property while on CEG business is prohibited. "Under the influence" is defined as having any traceable level of marijuana, illegal drugs, or non-prescribed controlled substances within an employee's blood system. "Prohibited drugs or substances" are: (a) a controlled substance as defined under federal law, and (b) any prescription drugs or substances that were illegally obtained, used in a manner, combination or quantity contrary to the prescription, without a prescription, or contrary to directions.

# Failure to comply with this policy, including an Employee testing positive for prohibited substances, may lead to discipline, up to and including immediate termination.

#### Types of Testing Required

Drug and alcohol tests are required for Employees covered under this policy in the following circumstances:

- 1) Pre-employment. Employees will be tested as a part of the screening process upon receipt of a conditional offer of employment. All conditional new Employees will be required to sign a consent form authorizing the test and to provide a specimen for drug testing. Should the conditional Employee (a) refuse to sign the form, (b) fail to appear for the sample collection at the scheduled time, (c) fail to provide satisfactory identification to the person responsible for the sample collection, (d) refuse to provide a specimen, or (e) tamper with or contaminate the sample, the conditional offer of employment will be rescinded.
- 2) Post-accident. Employees will be tested following a work-related accident that results in personal injury or school property damage.



3) Reasonable Suspicion. Tests will be performed in any situation where a supervisor, not necessarily the employee's direct supervisor, observes behavior or appearance, or has information related to behavior that is characteristic of drug or alcohol misuse. Observable behaviors include, but are not limited to, actions like dizziness, red eyes, slurred speech, and/or emotionally or physically erratic behavior. Any employee who witnesses such observable behaviors must inform a supervisor immediately.

CEG will incur the cost of any drug and alcohol testing that it requires or requests of Employees, including retesting of confirmed positive results, if necessary. Any additional tests that the Employee requests will be paid for by the team member. Additionally, CEG will provide transportation to/from its testing clinic if the company feels an Employee may be under the influence of drugs and/or alcohol. Failure to comply with this protocol may result in discipline, up to and including termination. All test results will be kept confidential, except as legally required to be disclosed.

## Whistleblower Policy (Sarbanes-Oxley)

This organization has implemented a "whistleblower" policy designed to escalate suspected illegal or unethical conduct while protecting the anonymity of reporting Employees. Should any person know of or have a suspicion about illegal or unethical conduct in connection with any aspect of CEG's operations, that person should inform the Human Resources Office or his/her immediate supervisor, if appropriate. Any party receiving such a report is bound to maintain the anonymity of the reporting individual unless doing so impedes the matter's investigation or is otherwise prohibited by law. If the alleged wrongdoing concerns the immediate supervisor, then the Employee must contact the Human Resources Office immediately. Should the Human Resources Office receive information regarding alleged illegal or unethical conduct in connection with any aspect of CEG's operations, the Human Resources Office will investigate all credible allegations at all times respecting the privacy and reputation of individuals involved. These proceedings will be kept confidential.

There will be no punishment or other retaliation for the reporting of conduct pursuant to this policy.

#### **Character Recognition Program**

CEG maintains the Character Pin Award Program, which is designed to recognize and reward excellent Employees who embody and consistently model CEG's values and character traits.

Employees of all levels are eligible to and are encouraged to nominate one another for Character Pins in order to foster an atmosphere that supports and demonstrates CEGs ten character words Pins will be distributed monthly and those Employees receiving all ten pins will be recognized and rewarded, in a manner so determined by the Human Resources Office, at the year-end all-staff meeting.



# **TIMEKEEPING / PAYROLL**



## Timekeeping

Regular full-time and full-time Educational Faculty and Staff are presumed to work a full day, unless PTO is requested, and are not generally required to track hours worked in the time and attendance system.

Part-time (including part-time Educational Faculty and Staff) and hourly full-time employees are required to track hours worked in the time and attendance system.

All employees are required to report absences and input scheduled and unscheduled PTO into the time and attendance system. Each employee is responsible for ensuring that the time and attendance system accurately reflects absences and PTO and, should an employee not receive supervisor approval/denial of a PTO request, he or she must report the absence to the Human Resources Office within the pay period in which the request is being made. Supervisors must approve/deny requests for time off within the pay period in which the request is made. Failure to comply with this policy may lead to discipline.

## Pay Cycle & Paycheck Distribution

Paydays are every other Friday for all Employees, unless school closings or holidays interfere with the normal payday. You will be asked upon hire to provide your banking information so that your paycheck can be deposited to your bank account. We do not issue paper checks. Our payroll work week begins on Sunday at 12:01 and ends on Saturday at 12:00 midnight.

## **Pay Advancement**

Educational Faculty and Staff (i.e. 10-Month Employees) whose employment carries over from one school year to the next without interruption are eligible to receive their first payment of wages in advance. However, CEG reserves the right to issue these payments in the form of manual checks in lieu of direct deposits. Any unearned portion of these advanced payments must be immediately returned to CEG if the Employee terminates his/her employment prior to working the first full pay period.

Thus, the first check these Employees receive is a payment in advance, and if the Employee resigns before the school year begins, then the advanced pay will be taken back. Employees who resign at the end of the school year (or at any time through the first pay date in August) will be paid in full through the first pay date in August. Those pay dates are for work completed through the end of the school year. Cornerstone will absolutely honor the commitment to pay 10-month Employees for all time worked, and if any Employee does choose to leave Cornerstone, we appreciate as much advance notice as possible. Such notice will not affect your remaining summer pay in any manner whatsoever.

With the exception of the aforementioned Employees, CEG does not grant pay advancement.



#### **Pay Corrections**

We take all reasonable steps to ensure that Employees receive the correct amount of pay in each paycheck and that Employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay such as under- or over- payment, the Employee should promptly bring the discrepancy to the attention of his/her supervisor so that corrections can be made as quickly as possible.

#### **Pay Deductions**

The law requires certain deductions be taken from every team member's compensation. Among these are applicable federal, state, Medicare tax, and local income taxes. We must also deduct Social Security taxes on each team member's earnings up to a specific limit that is called the Social Security "wage base".

We offer programs and benefits beyond those required by law. Eligible Employees may voluntarily authorize deductions from their paychecks to cover the costs of participation in these programs, such as the 403(b) plan.

## **Direct Deposit**

CEG has a paperless payroll system, meaning we do not issue paper paychecks. As a result, your paycheck must be direct deposited into your savings and/or checking account(s). Please sign-into the payroll portal and complete the requested information to finalize direct deposit. Human Resources and/or our payroll provider are happy to answer any questions you have on this process.

#### Wage Garnishments

Whenever court-ordered deductions are to be taken from your paycheck, you will be notified by the Human Resources Office in a confidential manner.

## **Expense Reimbursement**

CEG may reimburse approved expenses that are directly related to the performance of your job. To be reimbursed for all authorized expenses, you must first obtain written pre-approval from your immediate supervisor and you must submit an expense report/voucher accompanied by receipts. Please submit your expense report/voucher each month as you incur authorized reimbursable expenses.



If you are asked to conduct school business using your personal vehicle, you will be reimbursed at the current standard rate as published by the Accounting Department per mile, provided you submit your expense timely and it is approved by your immediate supervisor. School sponsored events, such as personal development, meetings, annual celebrations, etc. will not be reimbursed.) Employees are expected to submit the expense reimbursements timely, within a month of the expense, or the expenses may not be approved.

The IRS requires CEG to have a 60 day window for accounting for expenses or these become taxable income to the Employee.

## **Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt school operations. In extreme cases, these circumstances may require the closing of the school. In the event that such an emergency occurs during non-working hours, please tune to your local radio stations such as WWJ (950) and WJR (760) and television stations for school and/or office closings and updates on current conditions.

Employees in essential operations may be asked to work on a day when operations are officially closed. When emergency conditions exist, essential Employees who are scheduled to work but are unable to report to work must call their supervisor or manager to report their absence.

When the decision is made to close the school and/or office after the workday has begun, Employees will receive official notification from their immediate supervisor.

Hourly Employees will be paid for scheduled hours during an emergency that necessitates school closure.

#### Overtime

In accordance with federal and state laws, Employees are classified as either exempt or nonexempt. CEG compensates nonexempt Employees for overtime worked in accordance with federal and state law. We will make every effort to maintain the forty (40) hour work week for regularly scheduled non-exempt full-time Employees. However, business circumstance may require the scheduling of overtime work or reduced hours.

If you are a nonexempt Employee and overtime work is required and authorized by your supervisor, you will receive overtime pay at a rate 1-1/2 times your regular straight time hourly rate of pay for all hours worked in excess of forty (40) hours in a work week.

Overtime may only be worked with the prior authorization and direction of a supervisor. All supervisors are responsible for control of overtime in their departments. Failure to gain prior authorization to perform overtime work may result in disciplinary action up to and including your dismissal.



## **Supplemental Pay**

CEG reserves the right to grant employees a supplemental pay stipend per pay period for the employee's substantial leadership role in extracurriculars or on behalf of CEG (examples: coaching, assuming an instructional lead teacher role) as approved by CEG administration. These are reserved for items beyond the usual evening, weekend, and additional duties common to the responsibilities of educators.

No supplemental pay will be issued unless approved in advance in writing (email approval included) by the CAO and CFO, with recommendation from the Employee's direct supervisor. Employees requesting a supplemental pay stipend must complete the appropriate request form. Supplemental pay rates are standard and cannot be negotiated.

Supplemental pay stipends are not available for any functions that are necessary and routine to the operation of a school. If you are unclear whether an activity is necessary and routine to the operation of a school, please contact your Principal, the Chief Academic Officer, the Director of Operations, or other management as appropriate.

CEG understands there are occasions where immediate coverage may be required for such events or activities normally covered by supplemental pay, and the CAO and CFO maintain the right to retroactively provide supplemental pay for such occasions.

#### **Employment Termination**

Termination of employment is a part of personnel activity within any organization, and many of the reasons for termination are routine. Since employment with CEG is based on mutual consent, both the employee and CEG have the right to terminate employment. Employees will receive their final pay in accordance with applicable State and Federal wage and hour laws.

Below are examples of some of the most common circumstances under which employment is terminated:

*Resignation*: Voluntary employment termination initiated by an employee.

*Dismissal*: Involuntary employment termination initiated by the organization.

*Layoff*: Involuntary employment termination initiated by the organization for non-disciplinary reasons.

*Retirement*: Voluntary employment termination initiated by the employee meeting age, length of service, and any other criteria for retirement from the organization.

Resignation and retirement are voluntary acts initiated by the employee to terminate employment with the Employer. Although advance notice is not required, CEG requests that Employees submit their resignations in writing, at all times, preferably with a two (2) week notice, and submit their retirement in writing, at all times, preferably with a thirty (30) day notice. Failure to provide



this business courtesy may result in being ineligible for rehire and also may cause forfeiture of any employee benefits that may be available to the Employee at the option of the Employer.

Exit interview surveys will be scheduled at the time of employment termination. Exit interviews help us to gain insight as to why employees leave the organization so that future improvements may be made.

Absence for three (3) consecutive days without permission and without proper daily notification is considered a voluntary resignation.

Upon Termination, CEG will provide all final balances due to you on the next available payday. All outstanding collections for any employee benefits or debts due will also be processed at that time.

Employees are responsible for returning items issued to them by the Employer or in their possession or control. Employees are required to return all CEG property immediately upon request or upon termination of employment in the same working condition as was provided to them. CEG property includes all documents relating to CEG activities, whether created and/or maintained on CEG or personal computers, in any format, including electronic.

Where permitted by applicable laws, CEG may request written authorization of the Employee to withhold the cost of any items that are owed to CEG from the Employee's final paycheck.



## **EMPLOYMENT STATUS & RECORDS**

HR M – 5.0.0.0800 Employee Handbook Release date: 10-16-09 Revised by: CEG HR Administrator Revision date: 8/19/2019



## **Employment Records**

CEG maintains a file for each Employee. The employee file includes such information as the team member's job application, resume, documentation of performance, salary, and other Employee records. Human Resource files are the property of CEG, and access to the information they contain is restricted. Generally, only supervisors and the Human Resources Office have a legitimate reason to review information in a Human Resource file and are allowed to do so.

Employees who wish to review their own file must contact Human Resources. With reasonable advance notice, Employees may review their own Human Resource files in the office in which they are maintained and in the presence of the individuals appointed by the school to maintain the files. You may request that file information be corrected if inaccurate or supplemented if incomplete. Employees may request a copy of their employee file, and the Employee shall be responsible for the cost of reproduction.

#### **Employment Reference Checks**

CEG will respond in writing only to those external reference check inquiries made by others that are submitted in writing. Responses to such inquires will confirm only dates of employment and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

However, the School Code requires that CEG request and/or report all Unprofessional Conduct ("UPC") for any Employee CEG hired or when a request is made by another employer who is employing an Employee who worked at CEG. In addition, instances of UPC will be reported to the Michigan Department of Education to the extent required.

All employment verifications should be directed to the attention of the Human Resources Office.

#### **Personal Data Changes**

It is the responsibility of each Employee to promptly notify CEG of any changes in personal data. Personal mailing addresses, telephone numbers, number and names of dependents, emergency contact information, educational accomplishments, and other such status reports should be accurate and current at all times. If any personal data has changed, please sign-in to the payroll portal and update your information.

## **Employment Applications**

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



#### **Job Descriptions**

Job descriptions are established for all positions and are reviewed periodically and revised as job requirements change. Job descriptions are intended to be guidelines for the nature of tasks completed within a position and are not intended to be all-inclusive of the tasks one could be asked to perform. From time-to-time Employees will be asked to provide input on the nature of their jobs to determine if job descriptions warrant revision.

#### **Professional Certification and/or Licensure**

CEG has the right to require positions to maintain professional certification and licensure to maintain employment in the position. All CEG staff in a position that has certification or licensure requirements are expected to maintain their professional certifications or licensures in good standing while employed with CEG.

Failure to maintain a required certification or license for a position disqualifies the Employee from working in said position.

CEG may, at its sole discretion, grant the Employee an unpaid leave of absence to obtain his/her certification/license or place the Employee in a position, at the position's normal rate of pay, that does not require the certification/license. Such placement may result in the loss of pay. CEG Employees understand, by failing to maintain the required (by CEG or as otherwise required by the State) certification, the Employee is deemed unqualified for the position and may be discharged for cause.

Failure to maintain the required certification for a position may result in an Employee's termination for said failure or loss of the position and associated pay with placement, solely at CEG's discretion, into another position that does not require said certification.

When an Employee loses his/her certification, the Employee is required to immediately notify his/her building supervisor and the Chief Academic Officer. Failure to do so may result in discipline, up to and including termination.

This includes where an Employee has failed to timely renew his/her certification or otherwise failed to meet the requirements for recertification.

Only CEG Executive Management may make determinations as to what professional certification and/or licensures are required for a particular position. Building Administration may make recommendations to Executive Management but all recommendations must have final approval from the CEO and CAO.



## **BENEFITS – PAID & UNPAID**



#### **Employee Compensation**

CEG reserves the right to set the base wage for each job classification employed by CEG. CEG may make any adjustments to Employee compensation as deemed necessary, including supplemental pay, adjustments relative to certification status, and any and all other adjustments as CEG determines is warranted. Pay adjustments will not be issued unless approved by CEG Executive Management.

All compensation offers, including initial salary rates, pay adjustments, or supplemental pay, from CEG will be provided in writing by CEG Administration.

CEG compensation to Employees may, in part, be based upon the Employee's certification. Failure by an Employee to maintain CEG required certification may result in a reduction in pay to the level of compensation of the Employee commensurate with the lack of certification.

CEG reserves the right to offer different compensation rates, bonuses, and raises to Employees based upon the Employee's certification status and the Employee's status as a substitute instead of as a regular certified teacher/staff member.

#### **Employee Benefits**

CEG complies with all legally required Employee benefits plans and offers an array of competitive benefits to eligible team members. Unless otherwise noted, the benefits described in this section are only applicable to Regular Full-Time Employees and Full-Time Educational Faculty and Staff. See the CEG Employee Benefits Guide on the employee portal for detailed information on coverage and plan eligibility and waiting periods.

#### Michigan Paid Medical Leave Act of 2018

The Paid Medical Leave Act, 2018 Public Act 338, as amended by 2018 Public Act 369, effective March 29, 2019, covers employers who employ 50 or more individuals. An eligible employee does not include executive, administrative, and professional overtime exempt employees; individuals 16-19 years of age being paid the youth training wage in accordance with the Improved Workforce Opportunity Wage Act; temporary employees as described in the Michigan Employment Security Act; variable hour employees as defined by 26 CFR 54.4980H-1; individuals employed by an employer for 25 weeks or fewer in a calendar year for a job scheduled for 25 weeks or fewer; and individuals who worked, on average, fewer than 25 hours per week during the immediately preceding calendar year.

All eligible Employees will be provided direct notice in accordance with Michigan law from Human Resources. This Act does not apply to exempt employees and only applies to nonexempt employees as described above.



#### Workers' Compensation Insurance

CEG provides a comprehensive Workers' Compensation Insurance program at no cost to Employees. This program covers any job-related injury or illness sustained in the course and scope of employment that requires medical, surgical, or hospital treatment. Subject to applicable legal requirements, Workers' Compensation insurance provides benefits after a short waiting period, or immediately if the Employee is hospitalized related to the claim.

Employees who sustain work-related injuries or illnesses should inform their supervisor immediately and the supervisor shall in turn notify Human Resources immediately, and are required to seek medical attention/review with CEG's designated provider. No matter how minor an on-the-job injury may appear, it is important that it be reported to your supervisor and the Human Resources Office immediately for your protection and for CEG's compliance.

Every Employee is protected by Workers' Compensation.

Coverage begins the first minute you're on the job and continues anytime you are working for this organization. You do not have to work a certain length of time, and there is no need to earn any minimum amount of wages before you're protected.

#### Social Security & Medicare

The United States Government operates a system of contributory insurance known as Social Security and Medicare. As a wage earner, you are required by law to contribute a set amount of your weekly wages to the trust fund from which benefits are paid. As your employer, we are required to deduct this amount from each paycheck you receive. In addition, CEG matches your contribution dollar for dollar, thereby paying one-half of the cost of your Social Security and Medicare benefits.

#### **Disability Insurance**

Applicable only to Regular Full-Time Employees and Full-Time Educational Faculty and Staff, these Employees are protected through short-term and long-term disability insurance policies from financial hardship if they become disabled, as defined by the applicable insurance policies, due to an illness or injury that is not job related. See the CEG Employee Benefits Guide for details.

Note, Workers' Compensation benefits protect you for illnesses and injuries that arise from the course and scope of your employment.

You must contact Human Resources as soon as practical to coordinate this benefit and will be required to provide documentation regarding your disability and your ability to return to work.

#### **Group Health Insurance**

See the CEG Employee Benefits Guide for details on health, dental, and vision coverage options and plan rules.



#### Life Insurance

If you are a Full-Time Employee, you are covered by our Group Life Insurance. This insurance is payable in the event of your death from any cause, at any time or place, while you are insured. Refer to the literature provided by our insurance company for details on your life insurance coverage.

#### Retirement Plan/403(b)

CEG sponsors a 403(b) plan to assist Employees in their savings and retirement planning. You may request to have a payroll deduction for your contribution to a 403(b) plan to provide for your own retirement. This benefit is available immediately to all Employees over the age of 18 who regularly work more than 20 hours per week. Additional information on this benefit is available from our provider.

All eligible Employees, as defined above, may make contributions and receive CEG's matching contribution according to the plan's rules immediately upon hire. Employer contributions, regardless of the Employee contribution, are a perk of the job and they may be suspended based on the financial condition of the organization.

#### **Termination of Insurance**

Your insurance will terminate when you cease to be eligible for coverage under the terms of our group insurance program, or when you cease to be employed as an eligible Employee. (Please see Benefit Continuation (COBRA)).

## **Benefit Continuation (COBRA)**

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives Employees and their qualified beneficiaries the opportunity to continue health insurance coverage when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or death of a team member; a reduction in a team member's hours or a leave of absence; a team member's divorce or legal separation; and a dependent child no longer meeting eligibility requirements. Each eligible Employee will be provided with a written notice describing rights granted under COBRA when the Employee becomes eligible for coverage under this health insurance plan. The notice contains important information about the team member's rights and obligations. Employees will be required to pay their monthly Employee expenses, such as medical, dental, and vision, (plus an administrative fee) at their own expense.

Eligible Employees and dependents can extend their health insurance coverage for up to 18 months in most cases (36 months of coverage allowed for spouses and minor children in the event of death, disability, or divorce).



Insurance can be cancelled if the Employee fails to pay the premiums by the end of the grace period, or when the Employee gets insurance coverage from another employer without preexisting conditions exclusions, or if the organization stops offering any health insurance plans to any of its Employees, or if the Employee uses up all COBRA benefits available.

#### Holiday Schedule

#### Regular Full-Time Employees

Regular Full-Time Employees are eligible for holiday pay in accordance with the Holiday Schedule published and distributed by the Human Resources Office at the beginning of each fiscal year. Holiday schedules will vary from year to year due to the days in a week on which a holiday may fall. Part-Time Employees or Temporary/Seasonal Employees are not eligible to receive holiday pay.

#### **Educational Faculty and Staff**

The educational faculty and staff must follow the annual school calendar published at the beginning of each school year. Full-time Educational Faculty and Staff are scheduled off, and receive their normal pay, except where the Employee is on an unpaid leave or is found to abuse the PTO policy, provided that the holiday is a regular work-day for the Full-Time Educational Faculty and Staff.

#### **Recognized Holidays**

The following holidays are currently recognized as paid holidays for Regular Full-Time Employees, not including Educational Faculty and Staff:

New Year's Eve	Friday before Labor Day
New Year's Day	Labor Day
Dr. Martin Luther King, Jr. Day	Wednesday before Thanksgiving
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day (4 <sup>th</sup> of July)	Christmas Eve
	Christmas Day

#### **Holiday Pay**

We schedule all national holidays on the day designated by common business practice.

To qualify for holiday pay, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy.

You are not eligible to receive holiday pay when you are on a leave of absence.



## **Blackout Days for School Employees**

To maintain a productive educational environment for our students, CEG restricts the following days as blackout days regarding the use of PTO time:

- Monday and Tuesday before the Thanksgiving Break
- The week preceding Winter Break and the week following Winter Break
- The week preceding Spring Break and the week following Spring Break
- During student standardized testing

Exceptions may be granted with prior written authorization from CEG Administration.

## Paid Time Off

#### **General Provisions**

Paid time off (PTO), also known as All-Purpose Days, should be planned and communicated at least 36 hours in advance to your immediate supervisor, when possible, by requesting time off through the payroll management system. The approval of scheduled time off is at the discretion of your immediate supervisor; however, every effort will be made to accommodate the reasonable needs of Employees. Same-day requests will not be honored unless an Employee has an emergency or an unexpected need. Requests will be approved based on adequate coverage.

Unscheduled PTO is unacceptable other than in uncontrollable situations related to health, emergencies, and similar causes. When using unscheduled PTO, Employees must also submit requests through the payroll management system and call their supervisor to advise of the situation, to the extent possible. Unscheduled PTO is subject to policy concerning attendance, absence, lateness, and excessive absenteeism and lateness.

Failure to submit time-off requests, whether paid or unpaid, or planned or unplanned, through the payroll management system and/or failure to directly notify your supervisor may be grounds for disciplinary action, up to and including dismissal.

Any time taken that exceeds your individual PTO allotment will be unpaid (barring any disability coverage for which you could be eligible), and is further subject to CEG policy concerning attendance, absence, lateness, and excessive absenteeism and lateness.

Once an Employee exhausts his or her PTO, CEG reserves the right to deny future requests, unless otherwise prohibited by law.

Employees are required to use their accrued PTO for any normally scheduled time taken off of work during a week for which the Employee is receiving a paycheck.



#### **Religious Holidays**

Employees may be excused from work duties for religious holidays with utilization of one of their All-Purpose Days. The Employee must notify his/her immediate supervisor at least two weeks prior to the holiday, and the supervisor shall not unduly withhold approval. Disciplinary action up to and including your dismissal will be taken for false requests.

#### Employee Separation

An Employee whose employment is terminated, either voluntarily or involuntarily, is not entitled to All-Purpose Day pay for any remaining number of days.

#### Recordkeeping

Supervisors shall maintain records during the fiscal calendar year as to the All-Purpose Days utilization activity for each Employee for which they are responsible. Supervisors must maintain a record of eligibility and days taken for each team member. However, Employees cannot take more days than they are entitled to in any fiscal calendar year.

#### Part-Time Employees

Unless otherwise provided by law, part-time, contracted or temporary Employees are not eligible for PTO.

Further, CEG complies with the Michigan Paid Medical Leave Act of 2018, which entitles certain part-time Employees to accrue and receive PTO. See the section above titled Michigan Paid Medical Leave Act of 2018.

#### Regular Full-Time 12 Month Employees

CEG provides each Regular Full-Time 12 Month Employee with an annual allotment of PTO to facilitate vacations, personal business, and to cover short-term illness.

Employees and supervisors must work together to ensure that PTO is scheduled and used throughout the year to avoid large portions of PTO being used in the later portion of the year. Supervisors must ensure that all company business, especially, but not limited to, school, are able to be maintained when approving PTO requests.

All Regular Full-Time Employees who are expected to work 12 months per year are required to use PTO during scheduled breaks in the school calendar if time off is desired, with the exception of paid holidays. Any exceptions can only be granted by Human Resources at the direction of the executive leader.



## Calculation and Accumulation of All-Purpose Days (Regular Full-Time 12 Month Employees)

Regular Full-Time Employees are eligible for All-Purpose Days based on years of service as follows:

Years of Service	# All Purpose Days
0-1 Year of Service	10 days total
1 <sup>st</sup> year will be prorated based on start date	
July/August – 10 days, September – 9 days,	
October – 8 days, November – 7 days,	
December – 6 days, January – 5 days, February	
– 4 days, March – 3 days, April – 2 days, May – 1 day, June- 0 days	
1 year to 2 years of service	15 days total
2 years to 3 years of service	16 days total
3 years to 4 years of service	17 days total
4 years to 5 years of service	18 days total
5 years to 6 years of service	19 days total
6 years to 7 years of service	20 days total
7 years to 8 years of service	21 days total
8 years to 9 years of service	22 days total
9 years to 10 years of service	23 days total
10 years to 11 years of service	24 days total
11 years to 12 years of service	25 days total
12+ years of service	25 days is the maximum # of days to
	receive for years of service

All-Purpose Days are front-loaded. Because self-care is necessary for your well-being, CEG encourages you to use your PTO allotment. However, up to five (5) days may be carried over one year. Unused PTO Days have no cash value if you separate from CEG for any reason.

#### **Full-Time Educational Faculty and Staff**

Full-Time Educational Faculty and Staff follow the academic school calendar and agree to work for the school year only (typically referred to as 10-Month Employees).

CEG provides each Full-Time Educational Faculty and Staff Employee with an annual allotment of PTO to facilitate vacations, personal business, and to cover short-term illness.

Full-Time Educational Faculty and Staff Employees are eligible for All-Purpose Days as follows:

 Full-Time Educational Faculty and Staff Employees are eligible for eight (8) paid PTO days (not including legally required days off such as jury duty, military service, etc.) per school year. Employees are expected to use these paid days off for any and all planned or



unplanned days off of regularly scheduled work, pursuant to the School Calendar and the general PTO provisions found above.

- 2) These days are front-loaded, with the exception of newly hired Full-Time Educational Faculty and Staff Employees. See Section 3.
- 3) For new hires, PTO days are prorated based upon on hire date (Sept June) and rounded as follows:

Hire Date	# PTO Days
August	8 days total
September	7 days total
October	6 days total
November	5.5 days total
December	5 days total
January	4 days total
February	3 days total
March	2 days total
April	1.5 days total
Мау	0.5 days total
June/July	0 days total

- 4) The number of new paid PTO days may not exceed eight (8) days in a calendar year.
- 5) If a Full-Time Educational Faculty and Staff Employee does not utilize his/her PTO days, the Employee's unused days will roll forward to the following school year to a "Long Term Bank", which may be utilized for extended absences, of at least three (3) days resulting from a medically necessitated injury or illness, or as otherwise permitted by CEG Administration. Administration reserves the right to require a doctor's note or other medical certification for use of the "Long Term Bank" by an Employee. The "Long Term Bank" is capped at a total of ten (10) days, as it is intended to supplement an Employee before the Employee meets the eligibility for Short Term Disability coverage.

We encourage self-care and so we encourage Employees to appropriately schedule time off each year. We encourage Employees to have a work-life balance by using their PTO.

If a Full-Time Educational Faculty and Staff Employee has earned PTO and has been employed with CEG for at least six (6) years, upon separation of employment (except as the result of termination) with CEG, CEG will pay the Employee for up to and no more than ten (10) days at separation. This pay-out is offered for 10-Month Employees only.

## Family and Medical Leave Act (FMLA)

We recognize Employees occasionally need time away from work to participate in early childrearing, to care for family members who have serious health conditions, or to care for their own serious health conditions. We therefore provide Employees with time off in such circumstances, in accordance with the federal Family and Medical Leave Act ("FMLA").



#### Leave Reasons

In compliance with the Family and Medical Leave Act of 1993 (FMLA), eligible Employees shall be granted up to 12 weeks of unpaid leave per year for any of the following reasons:

- 1) To care for the Employee's child after birth, or placement for adoption or foster care.
- 2) To care for the Employee's spouse, child, or parent who has a serious health condition.
- 3) For a serious health condition that makes the Employee unable to perform essential functions of the Employee's job.
- 4) To address a "qualifying exigency" arising out of the fact that the spouse, son, daughter, or parent of the Employee is on covered active duty in the Armed Forces.

FMLA leaves for these reasons (or a combination of these reasons) are limited to 12 weeks in any 12-month period. The 12-month period will be measured on a "rolling" 12-month basis, measured backward from the date an Employee uses any FMLA leave. An FMLA leave taken for the birth or placement of a child may not be taken more than 12 months after the child's birth or placement. For purposes of a "qualifying exigency" leave, "qualifying exigencies" include issues arising from the military member's short notice deployment; attending certain military events; certain childcare and related activities arising from the military member's covered active duty (including arranging for alternative childcare; providing childcare on a nonroutine, urgent, immediate need basis; enrolling in or transferring a child to a new school or day care facility); certain activities arising from the military member's covered active duty related to care of the military member's parent who is incapable of self-care; making or updating financial and legal arrangements to address a military member's absence while on covered duty; attending certain counseling sessions; temporary rest and recuperation leave during deployment; certain postdeployment activities (such as attending arrival ceremonies, reintegrating briefings and events, and other official ceremonies or programs sponsored by the military, and addressing issues arising from the death of a military member); and, lastly, any other event that the Employee and employer agree is a qualifying exigency. An Employee who is a spouse, son, daughter, or parent of the service member is eligible for such a leave.

In addition, an eligible Employee shall be granted up to 26 weeks of unpaid leave per year to care for an active member of the U.S. armed forces who has had a serious injury or illness incurred in the line of duty on active duty that may render the service member medically unfit to perform his or her duties. The 12-month period for this purpose will be measured on a "looking forward" basis. FMLA leave already taken for any of the other purposes listed above will be deducted from the 26 weeks' leave to care for an injured or ill active member of the U.S. armed forces. Thus, the maximum 12 weeks of FMLA leave permitted for other purposes combined with FMLA leave taken to care for an injured or ill service member may not exceed 26 weeks.

#### Eligibility

An Employee is eligible for FMLA leave if you have worked at CEG for at least one year, and for 1250 hours over the past 12-month period. Employees returning from military leave who are entitled to protection under USERRA may count the time that they would have worked had they



not been called to military service toward these requirements. "Key employees," defined as those salaried Employees who are among the highest paid 10% of the Employees employed within 75 miles of the key Employee's work site, may not be eligible for FMLA leave if restoration of the Employee to his/her position would result in substantial and grievous injury to the operation of the organization.

#### Notice and Certification

The Employee is required to provide advance leave notice and certification as set forth below:

- 1) The Employee must provide 30 days advance notice of the leave when the leave is "foreseeable". If 30 days' notice of a foreseeable leave is not provided and the Employee does not provide an explanation of why it was not practicable to give such notice, the leave may not begin until 30 days after the notice is provided. When 30 days' notice of the need for an FMLA leave is not possible, notice must be provided as soon as practicable (generally the day that the need for leave becomes known or next business day) and generally must comply with CEG's leave procedures. Employees must provide sufficient information for the organization to determine if the leave may qualify under the FMLA and the anticipated timing and duration of the leave. Employees must also inform CEG if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- 2) CEG reserves the right to require medical certification to support a request for an FMLA leave because of a serious health condition, the serious health condition of a family member, or the illness or injury to a member of the U.S. armed forces. The organization may also require certification of a "qualifying exigency." Such certification must be provided within 15 days after it is requested by CEG in writing. If such certification is not provided or is not complete and sufficient (and is not made complete and sufficient within seven days after a request to do so), CEG may deny the leave.
- 3) When a leave is due to the serious health condition of an Employee or an Employee's family member, CEG reserves the right to require recertification of the serious health condition every 30 days, and as otherwise permitted by the FMLA. As to serious health conditions which, based upon a medical certification, are anticipated to continue for more than 30 days, recertification will be required every six months or as otherwise permitted by the FMLA. Also, CEG will require you to provide periodic updates of status and intent to return to work.
- 4) As to a leave for an Employee's serious health condition or the serious health condition of an Employee's family member, CEG reserves the right to require second and/or third opinions by a health care provider (at the employer's expense) as provided in the FMLA.
- 5) If an FMLA leave is due to an Employee's serious health condition, the Employee will be expected to provide certification from a "health care provider" of his/her return to work, "fitness-for-duty" prior to the expiration of the FMLA leave.
- 6) CEG reserves the right to designate an absence taken for reasons covered by the FMLA as an FMLA leave and to deduct the time taken from the total FMLA leave time to which an Employee may be entitled.



#### Benefits

Medical benefits will continue during an Employee's FMLA leave on the same basis as during regular 12 weeks employment. Employees on FMLA leave will remain responsible to make premium sharing contributions during the leave period. All other benefits, including PTO, holiday pay, and retirement contributions will be suspended during the duration of the leave.

If the Employee fails to return to work after his/her FMLA leave entitlement has expired, CEG will consider the Employee to have resigned employment. Additionally, if the Employee fails to return to work after the FMLA leave entitlement has expired, CEG may recover premiums that were paid for maintaining group health plan coverage during any period of unpaid FMLA leave. If the reason that the Employee does not work is due to (a) continuation, recurrence, or onset of a serious health condition that would entitle the Employee to FMLA leave or (b) "other circumstances beyond the control of the Employee" as defined in the FMLA, CEG will not recover the premiums paid during your unpaid FMLA leave.

#### Paid Leave Time and FMLA Leaves

CEG requires that an Employee taking FMLA leave for any qualifying purpose use all available accrued PTO leave time, as part of the FMLA leave. For example, an Employee with two weeks accrued PTO leave who takes a 12-week FMLA leave will be required to take two weeks paid leave (using PTO days) and ten weeks unpaid FMLA leave.

FMLA entitlement also runs concurrently with Employee leave pursuant to a work or non-work-related injury or illness, covered under Workers' Compensation and other benefits.

#### "Serious Health Condition" Defined

FMLA Regulations define "serious health condition" as an illness, injury, impairment, or physical or mental condition that involves:

- Inpatient care (i.e. an overnight stay) in a hospital, hospice, or residential medical care facility including any period of incapacity or any subsequent treatment with such inpatient care;
- 2) Continuing treatment by a health care provider. A serious health condition involving continuing treatment by a health care provider includes any one or more of the following:
  - a period of incapacity of more than three consecutive calendar days and any subsequent treatment or period of incapacity relating to the same condition, that also involves (A) treatment two or more times by a health care provider as defined in the FMLA Regulations; or (B) treatment by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider;
  - ii. any period of incapacity due to pregnancy, or for prenatal care;



- any period of incapacity or treatment for such incapacity due to a chronic serious health condition. A chronic serious health condition is one which: (A) requires periodic visits for treatment by a health care provider as defined in the FMLA Regulations; (B) continues over an extended period of time; and (C) may cause episodic rather than a continuing period of incapacity;
- iv. a period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective;
- v. any period of absence to receive multiple health treatments by a health care provider as defined in the FMLA Regulations.

A serious health condition does not include voluntary or cosmetic treatments unless they require inpatient care or complications develop. Similarly, colds, flu, earaches, upset stomach, minor ulcers, headache other than migraine, routine dental or orthodontia problems and periodontal disease are not serious health conditions unless complications arise.

#### Intermittent Leaves

An Employee may take FMLA leave on an intermittent basis, with appropriate medical justification, for the Employee's serious health condition, the serious health condition of the Employee's spouse, child, or parent or to care for an injured or ill member of the U.S. armed forces. Intermittent leave is not available for the care of a child after birth or placement. Where intermittent leave is "foreseeable," CEG expects the Employee will try to schedule his or her leave to avoid undue disruption of operations. An Employee must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly interrupt the organization's operations. CEG reserves the right to place an Employee seeking intermittent leave in an alternative position that better accommodates the Employee's intermittent leave schedule.

#### Return to Work

So that a team member's return to work can be properly scheduled, an Employee on family leave is requested to provide CEG with at least two weeks advance notice of the date the Employee intends to return to work. When a family leaves ends, the Employee will be reinstated to the same position, if it is available, or to an equivalent position for which the Employee is qualified.

If an Employee fails to return to work on the agreed upon return date, or has not filed for an extension of leave, CEG will assume that the Employee has resigned.

#### Alternate Employment During an FMLA Leave

You may not engage in employment, other than employment with CEG, during an FMLA leave.

#### U.S. Department of Labor Notice

The U.S. Department of Labor, Wage and Hour Division has published a notice of employee rights and responsibilities under the FMLA, which is incorporated in this policy by reference. Copies of this notice are available from Human Resources.



## **Election Day**

We encourage you to exercise your voting privileges in local, state, and national elections. However, since the polls are open for long periods you are encouraged to vote before or after regular working hours.

#### **Bereavement Leave**

Regular Full-Time Employees and Full-time Educational Faculty and Staff are entitled to take up to three (3) workdays with pay to attend the funeral and take care of personal matters related to the death of a member of your immediate family. Immediate family includes an Employee's spouse, parents, stepparents, siblings, children, stepchildren, grandparents, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

You are entitled to take up to one (1) workday with pay to attend the funeral of any member of your extended family.

Pay for a bereavement leave will be made for actual time lost from work. If the death occurs at a time when work is not scheduled, payment will not be made. If a holiday or part of your vacation occurs on any of the days of absence, you may not receive holiday or vacation pay in addition to paid bereavement leave.

In the event of the death of an immediate family member you should contact your immediate supervisor and the Human Resources Office to inform them. The Employer reserves the right to request documentation supporting the need for bereavement leave.

#### **Educational Leave**

Educational Employees of CEG may be granted a leave of absence for continuing education. The leave will be unpaid. The leave approval will be at the discretion of the Chief Academic Officer and your building Principal based upon the ability to cover your position while on leave, and based upon the needs of the school during the requested leave duration. You will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. When an educational leave ends, the Employee will be reinstated to the same position, if it is available, or to an equivalent position for which the Employee is qualified. An Educational Employee requesting leave must submit a completed HR 3.025 Sec. I, IV and V to your Principal with back-up documentation attached substantiating the educational leave purpose. Advance notice of four (4) weeks is required.

If an Employee fails to return to work on the agreed upon return date, the Employee has voluntarily resigned employment with CEG.



## **Military Leave of Absence**

Any Employee who leaves CEG's service for compulsory military duty shall be placed on military leave without pay for the period of service or duty required and for a period of up to ninety (90) calendar days, as applicable, following the period of actual required service or discharge from a hospital.

An Employee returning from military leave of thirty (30) days or less shall be entitled to restoration to his/her former position, returning to work on his/her next scheduled workday after his/her release from the military, provided the next scheduled workday permits the Employee travel time home and eight hours for rest before return to duty.

An Employee returning from military leave of thirty-one (31) to one hundred eighty (180) days shall be entitled to restoration to his/her former position, provided he/she makes application within 14 days following release from duty and the Employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

An Employee returning from military leave of one hundred and eighty-one (181) days or more shall be entitled to restoration to his/her former position, provided he/she makes application within 90 days after his release from duty and the employee has not been separated from service with a disqualifying discharge or under other than honorable conditions.

#### Former Position Non-Existent

In the event the Employee's former position is non-existent, the Employee will be restored to a comparable position within CEG. This section should not be perceived as a guarantee of future employment.

## **Military Reserves or National Guard Leave of Absence**

Employees who serve in U.S. military organizations may take the necessary time off without pay to fulfill this obligation, and will retain all of their legal rights for continued employment under existing laws. You are expected to notify your Principal or immediate supervisor as soon as you are aware of the dates you will be on duty so that arrangements can be made for replacement during this absence.

## **Jury Duty**

It is your civic duty as a citizen to report for jury duty whenever called. If you are called for jury duty, and are a Regular Full-Time Employee or Full-Time Educational Faculty and Staff, we will permit you to take the necessary time off and we wish to help you avoid any financial loss because of such service. CEG will reimburse you for the difference between your jury pay and your regular pay, not to exceed eight (8) hours per day, for a maximum of ten (10) business days. Jury trials that are expected to last longer will necessitate the Employee to be given an unpaid leave of absence. You must notify your immediate supervisor within forty-eight (48) hours of receipt of the jury summons.



On any day or half-day you are not required to serve, you will be expected to return to work. In order to receive jury duty pay, you must present a statement of jury service and pay to your immediate supervisor. This document is issued by the court.

Part-Time Employees will be permitted to take the necessary time off for jury duty and will not be eligible to receive paid time off.

# Accepting Other Employment or Going into Business while on Leave of Absence

If you accept any employment or go into business while on a leave of absence, you will be considered to have voluntarily resigned from employment with CEG as of the day on which you began your leave of absence.

#### **Insurance Premium Payment During Leaves of Absence**

CEG will continue to pay its share of insurance premiums for Employee coverage and dependent coverage for up to a maximum of six (6) months while Employees are on a FMLA, disability, and/or military leave of absence. Employees are expected to continue to pay their portion of insurance premiums if dependents are covered. While you are on any other type of unpaid leave of absence, you will be responsible for paying the total premiums for your coverage and that of your dependents while on leave. Failure to do so may result in loss of coverage and possible refusal by the insurance carrier to allow your coverage to be reinstated. Employees are not eligible for the opt-out pay while they are on a disability leave of absence or any other type of leave.

#### **Incentive Plan**

This Procedure establishes the method by which the yearly incentive compensation program is awarded.

#### Incentive Compensation Program Objectives:

- 1) Share with all staff in the financial success of CEG
- 2) Encourage performance consistent with the mission and goals of CEG

#### Incentive Award Eligibility:

- 1) All staff employed for at least one school year with CEG
- 2) Must be employed at time of award payout
- 3) Must be assessed to be performing at a competent level (minimum of meeting expectations or effective at the time of the last documented annual review)



#### Incentive Award Threshold Requirement

CEG must achieve targeted operating surplus and/or fund balance level and meet minimum overall student performance target (i.e., exceed test results from prior year) for any incentive award to be granted.

#### Steps:

- 1) Awards will be determined after compilation of achievement data related to performance.
- 2) Incentive points will be awarded based on organization-wide performance.
- 3) Budget Factor: A budget factor may be applied to the above calculation, which is determined from the available funds in the budget approved by the academy board.
- 4) Employees will be contacted regarding their school's score and resulting award by the appropriate administrator.



## **Work Conditions & Hours**



## Safety

CEG provides information to Employees about workplace safety and health issues through regular internal communication channels such as Supervisor-Employee meetings, bulletin board postings, e-mail, memos or other written communication.

Each Employee is expected to obey safety rules and to exercise caution in all work activities. Employees must immediately report any unsafe condition to the appropriate supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including termination of employment.

In the case of accidents that result in injury to an Employee or student, regardless how insignificant the injury may appear, you must immediately notify the appropriate supervisor so that a determination can be made as to whether the injured individual should be transported or if paramedics should be called to the scene. If there is any doubt, call 911. Do not put yourself, other Employees, or students in jeopardy by transporting a person who perhaps should not be moved.

#### Attendance

To maintain a safe and productive work environment, we expect Employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other Employees and the school. In the rare instances when Employees cannot avoid being late to work or are unable to work as scheduled, they should notify their supervisor as soon as possible in advance of the anticipated tardiness or absence. Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

## Absence or Lateness

From time to time, it may be necessary for you to be absent from work. We are aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise.

If, unexpectedly, you are unable to report to work, or if you will arrive late, please advise your Principal or immediate supervisor. Give him or her as much time as possible to arrange for someone else to cover your position until you arrive. If you know in advance that you will need to be absent, you are required to request this time off according to the requirements for PTO and directly from your Principal or supervisor.

When you call in to inform the school of an unexpected absence or late arrival, speak with your Principal or supervisor directly. For late arrivals, please indicate when you expect to arrive for work. Notifying fellow Employees is not sufficient. If you are unable to call in yourself because of an illness, emergency, or for some other reason, be sure to have someone call on your behalf.



Absence from work for three (3) consecutive days without notifying your immediate supervisor or the Human Resources Office will be considered a voluntary resignation.

#### **Excessive Absenteeism or Lateness**

In general, five (5) unscheduled absences in a 90-day period, or a consistent pattern of absence, will be considered excessive, and the reasons for the absences may come under formal Human Resources investigation. Tardiness or leaving early is as detrimental as an absence. Three (3) such incidents in a 90-day period will be considered a consistent pattern of tardiness and will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

Excessive absenteeism, lateness or leaving early – even when taken as unpaid time – may lead to disciplinary action, including dismissal.

See above for protections that may be afforded to you by the Family Medical Leave Act.

## **Record of Absence or Lateness**

If you are absent three (3) or more days because of illness, you may be required to provide written documentation from a doctor that you are able to resume normal work duties before you will be allowed to return to work. You will be responsible for any charges made by your doctor for this documentation. Your Principal or immediate supervisor will make a note of any absence or lateness, and the reason, in your Human Resources file. Your attendance record will be considered when evaluating your performance.



## **EMPLOYEE CONDUCT**

HR M – 5.0.0.0800 Employee Handbook Release date: 10-16-09 Revised by: CEG HR Administrator Revision date: 8/19/2019



### **Standards of Conduct**

We are committed to establishing and maintaining supervisory practices and procedures that support effective, reliable, high-quality, and service-oriented operations in the interest of the organization, our Employees, students, parents, and visitors.

To ensure orderly operations and provide the best possible environment, CEG expects Employees to follow rules of conduct that will protect the interests and safety of all Employees and the schools.

It is not possible to list all forms of behavior that are considered unacceptable. The following are examples of infractions of rules of conduct that may result in disciplinary action, up to and including termination of employment:

- 1) Intentional falsification of any records or documents, such as an employment application, time card, or accident or injury reports.
- 2) Theft, actual or attempted, embezzlement or unauthorized removal of property belonging to CEG, its guests, students, or fellow Employees, irrespective of value.
- 3) Insubordination, failure or refusal to perform reasonably assigned work or to comply with proper instructions given by an immediate supervisor, others in a position of authority, and other disrespectful conduct.
- 4) Working under the influence of alcohol or illegal, including marijuana which is federally illegal, drugs and/or possession, distribution, sale, transfer, or use of alcohol or illegal, including marijuana which is federally illegal, drugs on school property, while on duty, or while operating employer and/or school vehicles or equipment.
- 5) Willful interference with school operations; misuse, negligence, destruction or abandonment of property or equipment of the school or guest. Employees who damage the school's or guest's property may be sued for recovery of damages.
- 6) Failure to adhere to safety and health rules and procedures or to follow common safety practices jeopardizing the well-being of yourself, others, or guest property, including traffic and parking restrictions.
- 7) Failure to report any accidents or injury immediately in accordance with policy.
- 8) Tardiness or absence above acceptable standards.
- 9) Failure to personally inform your immediate supervisor promptly in the event of absence or tardiness prior to the start of work.
- 10) Inefficient or careless performance or assigned work or poor quality of work.
- 11) Failure to comply with rules regarding personal appearance and conduct. See dress code for more information.
- 12) Making false or malicious statements concerning any team member, member of management, or the school.
- 13) Possession of concealed, deadly, or lethal weapons including firearms while on school property.



- 14) Conducting personal business on school premises.
- 15) Failure or refusal to perform assigned work, including walking off the job.
- 16) Leaving your place of work during working hours without permission.
- 17) Causing bodily injury to a student, another Employee, or yourself due to violation of school safety rules or normal safety procedures.
- 18) Conviction of a felony in accordance with EEOC and MDE guidance.
- 19) Involving the school in any action that damages CEG's reputation or public goodwill.
- 20) Negligent or deliberate destruction or abuse of school property, or property of other Employees, including tools, equipment, documents and the like.

Notwithstanding anything contained in this Section, CEG may terminate the employment relationship at-will at any time, with or without advanced notice, with or without cause, for any reason or no reason at all.

## **Reporting Suspected Child Abuse/Neglect**

Michigan law requires that certain persons report any case of suspected child-abuse or child neglect to the Michigan Department of Human Services (DHS). School administrators, counselors, and teachers are mandated reporters. If you fail to file a report, you may be subject to both criminal and civil liability. More importantly, failure to report suspected child abuse may allow continued damage to occur to the child.

In the event of suspected child abuse and/or neglect, you must:

- Notify the School Leader immediately, and provide the school leader with the centralized intake number and a copy of the 3200 form;
- Document all evidence of the suspected abuse and/or neglect;
- Notify Protective Services; and

School Leaders who are notified of suspected abuse must notify the CAO and CEO immediately.

Your failure to follow the above procedure is considered a serious matter and will result in disciplinary action up to and including immediate discharge.

<u>Any Employee who, in the judgment of CEG, has engaged in abusive or inappropriate</u> conduct directed at a student will be subject to disciplinary action up to and including <u>immediate termination AND will be reported to authorities.</u>



## **Performance Reviews**

Your immediate supervisor or other designated representative is continuously evaluating your job performance. Day-to-day interaction between you and your immediate supervisor should give you a sense of how your performance is perceived. CEG conducts a formal review at least once a year for each team member. New Employees may be reviewed more frequently. A review may also be conducted in the event of a promotion or change in duties and responsibilities.

CEG has developed specific evaluation criteria for job responsibilities, and will evaluate performance in connection with those criteria.

The primary reasons for performance review are to evaluate your performance, to identify your strengths and weaknesses in order to reinforce your good habits, and to develop ways to improve in your challenges. This review also serves to make you aware of and to document how your job performance compares to the goals and description of your job.

In addition to individual job performance reviews, we periodically conduct a review of job descriptions to ensure that we are fully aware of any changes in the duties and responsibilities of each position and those changes are recognized and properly compensated.

Wage/salary increases, and discretionary bonuses, are based on merit alone, not length-ofservice or cost-of-living. These increases and bonuses may be contingent on an Employee maintaining required certification(s). Having your performance reviewed does not necessarily mean that you will be given an increase in compensation or a discretionary bonus. Employees are not eligible for wage increases or discretionary bonuses until they have been with CEG for a minimum of nine (9) months. Employees with an ineffective or minimally effective rating (or the equivalent) may not receive an increase in compensation or a discretionary bonus. Management reserves the right to not authorize such increases.

In addition, all Employees will be provided with annual cost-of-living-adjustments ("COLAs"). CEG follows the Federal COLA adjustment, based on changes to the Consumer Price Index.

#### **Workplace Harassment Policy**

CEG will not tolerate the unlawful harassment of any of our Employees by any Employee, vendor, supplier or customer of the Organization.

Unlawful harassment is defined as harassment based on any characteristic protected by applicable federal, state or local law including race, religion, color, sex, national origin, age, veteran status, military membership, genetic information, family medical history, citizenship status, disability status, or any other characteristic or status protected by law. Also prohibited are statements or actions that are threatening, intimidating, vulgar, or hostile, even if not based on protected class status. Such conduct may make a reasonable person uncomfortable in the work environment or could interfere with an Employee's ability to perform his or her job, regardless of whether the actions are from a fellow Employee, supervisor, customer, or visitor.



Comments or actions of this type, even if intended as a joking matter among friends, are always inappropriate in the work place and will not be tolerated. The conduct forbidden by this policy specifically includes, but is not limited to (a) epithets, slurs, negative stereotyping, kidding, teasing, joking, or intimidating acts that are based on a person's protected status, and (b) written or graphic material circulated within the work place that shows hostility toward a person or group because of a person's protected status or characteristic(s).

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information up the chain of command so appropriate action may be taken.

If you believe you have been harassed or have witnessed such conduct, you must report this violation to your direct supervisor, Principal, Human Resources Director, or to the CEG CEO.

#### Sexual Harassment

While prohibited harassment may be based on any characteristic protected by law, the issue of sexual harassment requires special attention. Sexual harassment can occur when a superior asserts or implies that any condition of employment will be improved or impaired based on an Employee's acceptance or refusal of sexual advances. Sexual harassment can also occur when any Employee creates a hostile atmosphere based on sexual conduct, abuse, or language that is reasonably perceived as hostile by an Employee.

No supervisor or management Employee may threaten or insinuate, either explicitly or implicitly, that an Employee's submission to or rejection of sexual advances will in any way influence any personnel decision regarding that Employee's employment, such as evaluation, wages, advancement, assigned duties, work hours, or any other condition of employment or career development.

Sexual harassment may be overt or subtle. Some behavior that is appropriate in a social setting may not be appropriate in the work place. Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is unwelcome, offensive, and affects an individual's employment or work conditions.

Some examples of conduct that may constitute sexual harassment include: (a) making unwelcome sexual flirtations, advances, requests for sexual favors, or other verbal, visual, or physical conduct of a sexual nature a condition of employment; or (b) creating an intimidating, hostile, or offensive working environment by such conduct as:

- sexual innuendo or sexually suggestive comments including but not limited to sexually oriented "kidding" "teasing" or practical jokes, jokes about gender specific traits, foul or obscene language or gestures;
- 2) subtle or direct pressure or request for sexual activities;
- 3) unnecessary touching of an individual, such as pinching, patting, or brushing up against another's body;



- 4) graphic verbal comments about an individual's body or appearance;
- 5) sexually degrading words used to describe an individual;
- 6) the reading or displaying in the work place of sexually suggestive or revealing words, objects, or pictures;
- 7) sexually explicit or offensive jokes;
- 8) physical assault; or
- 9) other explicit or implied conduct of a sexual nature that relates to or effects an individual's employment.

No Employee, supervisor, manager or other person, whether employed by CEG or not, shall threaten or suggest that an Employee's refusal to submit to sexual harassment will adversely affect that person's employment, work status, evaluation, wages, advancement, assigned duties, hours of work or any other terms or conditions of employment. Similarly, no Employee - regardless of job title - shall promise, imply, or grant any preferential treatment in return for another Employee's acceptance of conduct that is sexually harassing.

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information up the chain of command so appropriate action may be taken.

If you believe you or any other Employee has been subjected to sexual or other harassment, you must inform your direct Supervisor, Principal, Human Resources, or the CEG CEO.

#### Retaliation Prohibited

The term "retaliation" includes, but is not necessarily limited to, any adverse employment action, intimidation, or threats taken because an Employee has engaged in protected conduct. Protected conduct under this policy includes, but is not limited to: reporting or complaining in good faith about any discrimination or harassment, or participating in good faith in an investigation about alleged discrimination or harassment.

It is a violation of policy for anyone to retaliate, threaten, or seek any type of reprisal against an individual who reports harassment or discrimination or who participates or cooperates in an investigation regarding harassment or discrimination.

No supervisor or manager should participate in such behavior and must take immediate action to stop those who are known to be or suspected of being involved in such conduct. The supervisor must also contact and report the information up the chain of command so appropriate action may be taken.

If an Employee believes that reprisal, intimidation, or retaliation has occurred, report that to your direct Supervisor, Principal, Human Resources, or the CEG CEO.



## **Security Checks**

CEG wishes to maintain an environment that is free of illegal drugs, alcohol, firearms, explosives, or other improper materials. To this end, the organization prohibits the possession, transfer, sale, or use of such materials on its premises, for everyone coming to Cornerstone, including but not limited to Employees, contractors, and guests. Also, we may exercise the right to inspect all packages and parcels entering and leaving our premises at any time.

## **Tobacco-Free and Smoke-Free Policy**

CEG has a policy providing a tobacco-free and smoke-free work environment. This policy applies to all Employees, contractors and visitors, during all school hours, after-hour school sponsored events, whether on or off CEG property. With the health and safety of all its Employees and students in mind, we maintain a policy that use of any type of tobacco products (including e-cigarettes, vaping, chewing tobacco, etc.) and any smoking (including medical or recreational marijuana) is prohibited in all CEG school properties, including inside and outside all buildings, as well as on school grounds.

Use of any tobacco products and e-cigarettes is strictly prohibited within all school offices, hallways, restrooms, lunch rooms, stairwells, meeting rooms, etc. While we cannot regulate Employee conduct off the job or outside of work hours, we feel it is our responsibility to provide our students and Employees buildings that are free of exposure to hazardous substances, and we have therefore established our facilities and offices as smoke-free. All Employees are expected to abide by this policy while at work.

## **Disciplinary Action**

Employees are subject to disciplinary action, up to and including dismissal. The primary purpose of any disciplinary action is to correct the behavior and prevent recurrence. CEG will ensure that disciplinary actions are prompt, uniform, and impartial.

Disciplinary action may include: (1) verbal and/or written warnings (which may be first and final depending on the degree of the offense as determined by Human Resources and your immediate supervisor), (2) suspension, and/or (3) termination. CEG is not required to issue progressive discipline, this is solely an outline of possible disciplinary action.

CEG reserves the right to apply, modify or vary discipline; skip or repeat steps as necessary, including the right not to utilize progressive discipline.

## **Conflict Resolution**

CEG is committed to providing the best possible working conditions for its Employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from management.



We strive to ensure fair and honest treatment of all Employees. Supervisors and Employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

In cases where Employees are in a disagreement with fellow Employees or supervisors; feel they have been treated unjustly; have questions about the interpretation or application of established policy; have suggestions that will improve operations; or have other problems that have not been resolved to their satisfaction, the following general step-by-step procedure should be used without fear of recrimination:

- Employees should first present such matters to their immediate supervisor, who is normally to be given the first opportunity to settle the complaint or act on the suggestion. Exceptions to this step may include instances where an Employee feels he/she has been a victim of harassment by the immediate supervisor or where an individual strongly believes that a first level discussion with the immediate supervisor would be detrimental to his/her or the school's best interest.
- 2) If full satisfaction is not provided or if there is uncertainty surrounding the decision at the first step, or if one of the exceptions listed above is applicable, the matter may be referred to the Human Resources Office, a member of which will promptly work with you to resolve the matter.
- 3) If you still feel, following the meeting with your immediate supervisor and/or the Human Resources Office that your problem has not been properly resolved, you can request a meeting with a member of the Executive Management team.

Not every problem can be resolved to everyone's total satisfaction, but only through understanding and discussion of mutual problems can Employees develop confidence in each other. This confidence is important to the operation of an efficient and harmonious environment, and helps to ensure everyone's job security. All matters will be treated confidentially to the extent possible, and all efforts will be made to resolve the matter fairly and quickly.

If this is unsuccessful and an Employee believes that she/he still has a valid grievance. CEG has established an independent arbitration procedure for dispute resolution that will allow the Employee fast and economical resolution of the grievance. In entering into the Employee relationship, the Employee has agreed at their expense to submit his/her claim to binding arbitration in order to bring a quick and fair resolution.

If you wish to pursue your claim against CEG, forms are available by contacting the American Arbitration Association or online at <u>http://adr.org/employment</u>.

## Conflicts with Students and Parent(s)/Guardian(s)

CEG will not tolerate harassment, verbal or physical abuse, threatening or other mistreatment of any Employee and such matters will be swiftly reviewed and adjudicated.

Should a serious conflict arise with a student or his or her parent(s)/guardian(s), do not engage in or instigate the conflict by arguing, loudly conversing, using profanity or any other behavior that



could be perceived as aggressive. Taking such actions could compromise your position or create liability for the company. If a serious conflict ensues, immediately notify your supervisor, other building leaders, and/or building security if necessary, and avoid any and all contact, to the extent possible, with any irate individual.

You must **first** notify building security and/or building leaders of your intent to call local authorities (police) to resolve a situation unless there is an apparent and imminent threat to your safety or that of any other Employee, student, visitor, or the physical property. Employees shall not contact or speak to the media regarding any CEG matters without express permission of CEG, and all media engagements must be directed through the Marketing Department.

## **Dress Code and Personal Appearance**

All Employees are expected to dress and groom in accordance with the guidelines below.

A neat, tasteful appearance is an important part of CEG's image and contributes to the positive impression you make on our students and their families. You are expected to be suitably attired and groomed during working hours.

Understanding that schools may have fundraisers and allow staff to wear jeans on Fridays, jeans are permissible if approved by the school Principal. Daily use of denim is not permitted and all Employees are expected to look professional. PE teachers are permitted to wear gym shoes and gear appropriate for their position.

Some schools may have spirit days on Fridays, which are days when staff can wear school apparel or that represent their favorite sports team during certain seasons or upcoming game days. It is permissible to allow free dress for students on those days as well, as long as those days are treated as special and do not occur frequently. Students are not permitted to wear denim on a daily basis and Employees should model professional attire when in the schools. When a "Demin Friday" or "spirit day" is scheduled, Employees must ask their Principal to participate and ask their expectations for those days, or when participating in Professional Development (when denim often is permitted). Building leaders should wear ties, jackets, dresses, slacks, and/or other business-like attire, except on days as described above.

The following are examples of acceptable and unacceptable clothing to wear to work:

Acceptable	Unacceptable
Button down Dress Shirt & Tie	Bare Midriff Exposed
Jacket/Blazer/Vest Dress Pants Dress socks Dress shoes Belt Shirts/Blouses with min of a cap sleeve Dress shoes	Flip flops T-Shirts Low-Cut Tops/Cleavage showing Shorts Sheer clothing Tank tops/dresses Mini Skirts



Slacks Dresses/Skirts must go to top of knee Apparel with a "Cornerstone" logo, only in with a professional outfit	Denim of any kind Strapless tops/dresses Halter tops
Leggings only with a dress or long top that covers your backside	Leggings/Jeggings without your backside being covered Tennis shoes/Hiking boots (except PE teachers) Hats Cargo Pants

If your supervisor determines that your attire violates these guidelines, you may be asked to leave your workplace until you are properly attired. You will not be paid for the time you are off the job for this purpose. The Executive Management team has the sole authorization to determine an appropriate dress code and anyone who violates this standard will be subject to appropriate disciplinary action.

## **Return of Property**

Employees are responsible for all CEG property, materials, or written information issued to or created by them or in their possession or control. Employees must return all property immediately upon request or upon termination of employment. Where permitted by applicable laws, we may withhold from the team member's check or final paycheck the cost of any items that are not returned when required. We may also take all action deemed appropriate to recover or protect school property, such items, keys, access cards, laptops, etc.

#### Solicitation

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

We recognize that Employees may have an interest in events and organizations outside the workplace. However, Employees may not solicit or distribute literature concerning these activities during working hours.

In addition, the posting of written solicitations on school bulletin boards is prohibited. Bulletin boards are reserved for official organization communications and anything posted on the bulletin boards must first be approved by the administration.

## **Other Employment**

We recognize that Employees may have income-producing activities in addition to their employment with CEG (i.e., tutoring, teaching an extracurricular-type class, providing services like baking for events). However, these activities must be conducted in a manner that is not a



conflict of interest and does not create the appearance of a conflict of interest. Examples of prohibited action includes, but is not limited to, Employees seeking participation by students or parents in these activities on CEG premises, requiring payment for any of these activities on CEG premises, or offering these activities or services on CEG premises.

## **Academic Projects**

CEG encourages Employees to pursue advanced and/or further education. We recognize that such programs may be directly relevant to your position at CEG. Projects, surveys, research, and the like that further your training and involve Cornerstone staff, students, and/or families must be approved in advance in writing by the CEG CEO and CAO.

## Resignation

Resignation is a voluntary act initiated by the Employee to terminate employment. Although advance notice is not required due to the at-will nature of your employment, CEG kindly requests as a professional courtesy at least two (2) weeks written resignation notice from all Employees. Prior to a team member's departure, an exit interview will be scheduled to discuss the reasons for resignation and the effect of the resignation on benefits.

## **Exit Interviews**

In instances where an Employee voluntarily leaves our employ, CEG's management would like to discuss your reasons for leaving and any other impressions that you may have about our organization. If you decide to leave, you will be asked to grant us the privilege of an exit interview. During the exit interview, you can express yourself freely. It is hoped that this exit interview will help us part as friends, as well as to provide insights into possible improvements we can make. All information will be kept strictly confidential and will in no way affect any reference information that will be provided to another employer.



## **MISCELLANEOUS**

HR M – 5.0.0.0800 Employee Handbook Release date: 10-16-09 Revised by: CEG HR Administrator Revision date: 8/19/2019



### Visitors

To provide for the safety and security of Employees and the facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards Employee welfare, and avoids potential distractions and disturbances.

Because of safety and security reasons, family and friends of Employees are limited from visiting. In case of emergency, Employees will be called to meet any visitors outside their work area.

If an unauthorized individual is observed on the premises, Employees should immediately notify security.

## **Gun-Free and Weapon-Free Work Environment**

This policy applies to CEG staff, contractors, Board members, volunteers, students, parents, and all visitors.

Pursuant to Michigan state law, schools are considered "Pistol Free Zones" and restrict Concealed Pistol License (CPL) holders from carrying firearms, whether open or concealed, on school premises. MCL 28.4250, as amended. In addition to the legislative restrictions on carrying firearms on school sites, CEG prohibits Employees from carrying any firearms or other weapon at any CEG sponsored events (ex: student acknowledgment events, sports, etc.), on any CEG premises, whether school sites or not, in the course of a CEG Employee's course of employment. Any failure to abide by this policy will result in discipline, up to and including termination.

In the event an Employee is made aware of another Employee or visitor carrying a weapon or firearm on CEG premises or at a CEG sponsored event off-site, the Employee must notify an administrator, either the building administrator or central administration, as soon as possible. The failure to report knowledge of a weapon on-site or at a CEG sponsored event off-site may result in discipline, up to and including termination.

This policy is for the protection of the CEG Employees and students alike. CEG is committed to maintaining a safe environment, free from violence, and relies upon CEG staff in providing notification of any suspected weapons possessed on site at a CEG site or offsite at a CEG sponsored event.

## **Entering & Leaving the Premises**

At the time you are hired you will be advised about the proper entrances and exits for our Employees. You are expected to abide by these rules at all times. You will receive the appropriate access cards.



## **Entry After-Hours**

You are not allowed to enter Schools property after normal working hours for any reason without the prior express approval of your Principal or immediate supervisor.

### **Finance Policies**

You are expected to know and adhere to all finance policies as promulgated and issued. Finance policies may be found on the employee portal. Finance policies include, but are not limited to, Employee reimbursements, tuition sponsorship programs, monies collected from students, and all matters related to money, handling of cash, and use of gift cards.

Because financial processes are regulated, including by the Michigan Department of Education, the schools' authorizer, and the I.R.S., financial policies must be strictly followed. In addition, any action involving money or finances must not create an appearance of impropriety.

Use of gift cards is prohibited, except in accordance with specific exceptions. For example, the McKinney Vento Homeless Assistance Act permits us to give gift cards/ gas cards and bus cards to families as we help them with daily hygiene products, groceries, clothing, and transportation. If you believe use of a gift card is necessary, please contact the Finance Department to ensure compliance with all laws and regulations.

Employees who violate these policies may be subject to discipline including, but not limited to, termination.

#### **Professional Development**

There are occasions when CEG may consider sponsoring the expense of Employee professional development, budget permitting. Employees are expected to continue to meet all requirements for certification and licenses, as required by their position.

In the event that an Employee wishes to seek partial reimbursement for professional development, the Employee must seek written approval in advance from his/her building supervisor for the requested professional development and that approval must receive further approval from the CAO and CFO.

Where the CAO or CFO are conflicted out, the CEO will replace the conflicted party in the final approval process.

This process is applicable to both academic and non-academic staff, and is applicable only to professional development that is specifically tailored to the Employee's position at CEG and where the employer-sponsored professional development can bring value to the organization.

CEG Administration has the right to establish a maximum dollar amount, per Employee and per budget year, for professional development sponsorship opportunities.



## Fire Drills/Tornado Drills/Lockdown Drills

We schedule drills throughout the year for Employee and student safety. Your immediate supervisor can answer any questions you may have about what to do. In case of an emergency please do not use the elevators; use the stairs as your fire route to exit the premises.

## First Aid

The Michigan Workers' Compensation Act requires that you report any illness or injury on the job, no matter how slight. If you hurt yourself or become ill, please contact your Principal/immediate supervisor for assistance. If you fail to report an injury, you may jeopardize your right to collect workers' compensation payments as well as health benefits. The law also provides for your right to know about any health hazards that might be present on the job.

## Housekeeping

You are expected to keep your work area neat and orderly at all times. Please report anything that needs repairing or replacing to your Principal/immediate supervisor immediately.

## **Property & Equipment Care**

It is your responsibility to understand the equipment you need to use to perform your duties. Good care of any machine that you use during the course of your employment, as well as the conservative use of supplies, will benefit you and our schools. If you find that a machine is not working properly or in any way appears unsafe, please notify your Principal or supervisor immediately so that repairs or adjustments may be made. Under no circumstances should you start or operate a machine you deem unsafe, nor should you adjust or modify the safeguards provided.

## Theft

Property theft of any type will not be tolerated. We consider property theft to be the unauthorized use of school services or facilities or the taking of any school property for personal use. The following list of examples is not all-inclusive, but provides illustrations of several activities which are unacceptable.

- 1) **Use of copy machines and fax machines for personal use.** The office copiers and fax machines are not provided as a free service to Employees. Use of the copiers and fax machines for personal business is a form of property theft.
- Use of computers. CEG computers (the personal computers in the office, or classrooms) are to be used exclusively for business purposes unless you receive permission from your Principal or supervisor. As CEG property, computers and other electronic equipment may be inspected by CEG.



3) **Taking of CEG property.** No item purchased or supplied by this organization should ever be removed from the premises without express advanced authorization of your immediate supervisor. This rule applies to all property, even postage, pens, and paper.

## **Open Door Policy**

As an Employee of CEG, you are encouraged to share your concerns, provide input, and seek information regarding Employee benefits and policies, as appropriate, through your immediate supervisor. It is also recommended that you resolve any problems or issues with regard to your job or employment with your immediate supervisor. Principals, directors, administration, and executive management are expected to listen to Employee concerns, to encourage Employee input, and to seek resolution to Employee issues. However, if your discussion does not answer your questions, or result in a satisfactory solution, you have an option, under our open-door policy, to request a meeting with your supervisor or with the Human Resources Office.

We want to know what you think. The suggestion box program is one of the many ways you can express yourself freely and provide insights into possible improvements we can make. Also, the Executive Management team is available to discuss issues or offer constructive suggestions as to how we can help Employees be more effective.

#### **Information Systems Policy**

This policy is subject to supplement by separate policies related to the use of CEG computers, network, and other technology, at any time.

Information Technology (IT) systems, the vast and growing array of computing and electronic data communications facilities and services, are used daily to create, examine, store, and distribute material in multiple modes and formats. The purpose of this IT Usage Policy is to promote the mission of the CEG in teaching, learning, and administration by ensuring that an information technology infrastructure is in place. This document constitutes a school-wide policy designed to ensure the availability of computers, data networks, services, and other computer-related Resources to students, faculty, and staff. The following policy applies to all users and reflects the general ethical principles of the community and indicates the privileges and responsibilities characteristic of a computing environment.

In particular, this policy aims to promote the following:

- 1) Integrity, availability, and superior performance of the organization's IT system,
- 2) Proper use of the IT system, and
- 3) Importance of following the IT system guidelines.

#### Acceptable Use

CEG computers may be used for all work-related purposes. This includes checking relevant email, searching the Internet for work-related materials, and creating documents to be used for



educational purposes. It is imperative to realize that these resources are made available to accomplish the mission of the school. Access to computing Resources is a privilege made available to all faculty, staff, and students. Access is not a right, much like the privilege of using the libraries. Responsibilities accompany that privilege and understanding them is important for all computer users.

#### Unacceptable Use

CEG computers may not be used for any of the following unless approved in advance in writing by Executive Management:

- 1) Personal use of any kind;
- 2) Business opportunities;
- 3) Recreational e-mail or web surfing that distracts from the education of the students;
- 4) Downloading music, messengers of any kind, etc.;
- 5) The creation, transmission, or viewing (via e-mail, fax, etc.) of any offensive, obscene, or indecent images, data, or other material;
- 6) The creation, transmission, or viewing of material that is designed or likely to cause annoyance, inconvenience, or needless anxiety. This includes chain letters of any kind;
- 7) The creation, transmission, or viewing of defamatory material;
- 8) The transmission of material such that this infringes the copyright of another person;
- 9) The transmission of unsolicited commercial or advertising material either to other users or to organizations connected to other networks; and
- 10) Deliberate activities with any of the following characteristics:
  - i. Wasting staff effort or network Resources
  - ii. Corrupting or destroying other users' data
  - iii. Violating the privacy of other users
  - iv. Disrupting the work of other users
  - v. Using computers in a way that denies service to other users
  - vi. Introducing "viruses"
  - vii. Other misuse of computers or networked Resources
  - viii. Physically damaging the technology for any reason

It is not permitted to provide access to CEG computers to third parties without the prior written agreement of your supervisor.

All users of any networking Resources should be extremely cautious when downloading appropriate files (please see #1 above) to protect one's confidentiality and security and to guard



against computer viruses. The following may not be downloaded without the prior written agreement of a member of the IT team:

- Any file that violates copyright law
- Plugins (free software) of any kind

Computer accounts, passwords, and other types of authorization are assigned to individual users and must not be shared with others. Each user is responsible for making authorized use of Resources only for intended purposes, and is responsible for all transactions made under the assigned account name.

#### **Communication and Information Tools**

#### E-mail

CEG provides E-mail services to support the academic, research, and administrative functions of the institution. Employees must be mindful that use of E-mail is a privilege, not a right, and it should be treated as such by all users. Employees are permitted to use E-mail in a prudent manner for personal communications as long as such personal use does not interfere with the team member's performance of his or her job responsibilities or the business use of E-mail by other Employees. Since confidentiality is not readily attainable when using E-mail and because many E-mail communications are public records, Employees should never use E-mail to send any message that would be a source of embarrassment to the sender, to the recipient, or to our Schools. You must get prior written permission from your immediate supervisor before sending out emails addressed to all company Employees. Please keep this in mind, also, as you consider forwarding non-business emails to associates, family, or friends.

All E-mail communications and associated attachments transmitted or received over the organization's network are subject to the provisions of this policy. Additionally, all E-mail communications written and sent in the conduct of public business by CEG Employees is subject to applicable provisions of this policy, regardless of whether the communication was sent or received on a public or privately-owned device. Employees are prohibited from engaging in any of the practices described below on the School network. We may suspend or revoke the E-mail privileges of any Employee who abuses them. Additionally, violation of this policy could lead to disciplinary action, including and up to termination of employment, upon an Employee who engages in one or more of the following activities:

- 1) Sending obscene or patently offensive E-mail with or without the consent of the recipient
- 2) Sending intimidating, threatening, harassing, or abusive E-mail
- 3) Intercepting, disrupting, or altering an E-mail communication without proper authorization
- 4) Accessing, copying, or modifying E-mail messages from or within the electronic files or records of another without permission
- 5) Misrepresenting the identity of the source of an E-mail communication
- 6) Allowing another to use one's E-mail account for fraudulent purposes



- 7) Using E-mail to interfere with the ability of others to conduct School business
- 8) Sending unsolicited "junk" E-mail or mass electronic mailings, such as chain letters, without a legitimate School business purpose
- 9) Using E-mail for commercial purposes unrelated to school business
- 10) Reproducing or distributing copyrighted materials without appropriate authorization; and
- 11) Using E-mail for any purpose that violates state law, federal law, or School policy

#### Internet

Internet use during working hours is authorized to conduct School business only. Internet use brings the possibility of breaches to the security of confidential School information. Internet use also creates the possibility of contamination to our system via viruses or spyware. Spyware allows unauthorized people, outside the organization, potential access to School passwords and other confidential information. Removing such programs from our network requires IT staff to invest time and attention that is better devoted to progress. For this reason and to assure the use of work time appropriately for work, we ask staff members to limit Internet use.

Additionally, under no circumstances may School computers or other electronic equipment be used to obtain, view, or reach any pornographic, or otherwise immoral, unethical, or non-business-related Internet sites. Doing so can lead to disciplinary action, up to and including termination of employment.

#### Personal Equipment

Use of personal equipment for personal internet or email access is prohibited on campus. Exceptions can be made, but prior written approval must come from the CEO or his/her designee. Personal equipment may be checked during the approval process. This check ensures the equipment meets requirements to run on the network and is safe to operate on campus. Personal equipment including, but not limited to the following must be approved for usage:

- Laptops/Desktop
- Printers
- Personal Digital Assistant (PDA)
- Tablets
- Flash Drives
- Cell Phones
- Personal cloud storage
- Personal email address



#### Personal Equipment – Work Email

CEG will allow Employees to synchronize their work email account with personal mobile phones. Staff members can submit a helpdesk ticket to have their phones set up by an IT technician. IT will assist with basic initial setup on supported phones and will attempt to troubleshoot local issues.

Unless otherwise agreed upon, <u>CEG is not responsible for any data plans or other charges</u> incurred by Employees while accessing CEG systems on their personal mobile phone.

Requests for setup and support of personal mobile phones will be treated as low priority tasks by IT and will be completed as time permits. Staff members should attempt to troubleshoot their device with their wireless carrier prior to submitting a helpdesk ticket after the initial setup.

In the event that employment with CEG is terminated, the Employee must turn their phone over to IT to have the email and other content removed.

Currently, IT can set up email accounts on the following devices: Google Android, BlackBerry, iPhone, and Windows Mobile.

#### Personal Equipment – Work Product

Use of personal electronic equipment (hardware, software, or electronic storage) for use in conjunction with the creation or storage of CEG work product is strictly prohibited. CEG work product must be stored on CEG equipment of CEG cloud locations for access by CEG for business purposes. Violation of this policy may result in discipline, up to and including termination.

Personal equipment includes, but is not limited to the following:

- Laptops/Desktop
- Printers
- Personal Digital Assistant (PDA)
- Tablets
- Flash Drives
- Cell Phones
- Personal cloud storage
- Personal email address

#### Systems Access While On Leave

CEG reserves the right to suspend access to the organization's systems, tools, network, and all data contained therein.



#### Compliance

It is the responsibility of the user to take all reasonable steps to ensure compliance with the conditions set out in this IT Usage Policy, and to ensure that unacceptable use of school computers and network does not occur. When necessary, the following actions will be enforced:

- 1) The computer will be removed from the user if the computer is rendered inoperable because of a user's misuse.
- 2) The service will be withdrawn indefinitely should a violation of these conditions persist after appropriate warnings have been given.
- 3) The matter may be referred for legal action where a violation of these conditions is illegal or unlawful, or results in loss or damage to School resources. When the person involved is a team member, their employment may also be terminated.

Any questions regarding its use should be directed to your immediate supervisor or the Human Resources Office.

#### Social Media Policy

This policy covers use of various social media platforms and programs, including but not limited to blogs, Twitter, LinkedIn, Facebook, Instagram, product or service review sites like CitySearch, Yelp, etc.

CEG understands that some Employees may maintain social media sites or profiles or may contribute posts to the sites or profiles of other people, businesses, or groups. It is important to understand that posts, images, tweets, and messages, and e-mail can be re-sent around the world. Even if you take precautions to restrict access to your site, posts, or profile, it is possible that someone—perhaps even someone who is permitted to view the site—can copy it and use it in a way you did not intend. To protect CEG's interests and reputation, we expect that Employees who maintain or contribute to social media sites will abide by the following guidelines, as well as practice common sense.

- GEG's equipment, including computers, internet access, network, and electronic and digital systems and storage, are *not* to be used for Employees' personal social media. Working time should not be spent updating or creating personal social media posts, sites, and spaces.
- When posting (which includes but is not limited to a blog post, a comment or wall post, status updates, modification of your profile, or "tweeting") about your work at home on your own time, you must abide at all times with all legal and ethical requirements, as well as CEG's policies regarding non-harassment and other matters including those governing the confidentiality of CEG's, our students, their families', and other stakeholders' information.
- You may not disclose confidential or other inside information about CEG, its students, parents, or its employees that you learn in the course of your employment.



- You should assume that people, including co-workers, supervisors, students and their families are reading your postings.
- Be respectful and use good judgement. You may not make discriminatory, defamatory, libelous, or slanderous comments when discussing CEG, its officers, your supervisors or co-workers, our students or their families, our other stakeholders, or our competitors.
- CEG may address as a disciplinary issue any language or image that you post in a blog or a social media site that reflects negatively on your work ethic, your level of commitment to and compassion for our stakeholders, or any action that potentially damages CEG's reputation or public goodwill.
- Nothing in this policy is intended to prohibit, nor should it be interpreted as prohibiting, Employees from engaging in communications with other company Employees concerning working conditions or issues.
- CEG strives to provide the best service and work environment possible. We welcome your concerns and suggestions for improvement. You should bring these to responsible persons (e.g., supervisor or Human Resources), or through CEG's Open Door policy.

Violations of this policy may result in discipline up to and including termination of employment.

#### **Student Home Visits**

CEG places strong value on the relationship between teacher and student. One way to foster this relationship is through home visits. A home visit involves a teacher or staff member going to the home of a student and spending a short period of time with the student and their family. The following guidelines should be followed when participating in a home visit:

- Inform the school Principal or appropriate administrator that you plan on conducting home visits prior to your first visit of the school year and provide the purpose of your visit.
- Call or contact the family or families that you plan to visit to arrange a time in advance. Do not show up at a student's home unannounced.
- State and ensure that at least one parent or guardian of the student must be present during the entirety of the visit.
- Always take another staff member with you on your home visit.
- Following the home visit, document the time, date, and topics discussed on your visit and keep for your own records.

While home visits do take place outside of the school building, it is important to remember that you are visiting that home as a representative of your school and of CEG and appropriate professional conduct is expected.

Every Employee is important to the success of our organization. This Employee Handbook is written to provide easy access to our policies and procedures so that our work relationship is well-defined and positive.

#### Welcome Aboard!



## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

This is to acknowledge that I have received a copy of the Cornerstone Education Group ("CEG") Employee Handbook and I understand that it contains information about the employment policies and practices of the company. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which will require changes from time to time. I understand that the company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to Employees and the company. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that, except for the policy of at-will employment, which can only be changed by the Chief Executive Officer of the organization or in a signed written contract, the organization reserves the right to revise, delete, and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions, or additions to the Employee Handbook will be in writing and will be signed by the Chief Executive Officer of CEG. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

I understand, in consideration of the training to be provided by CEG to myself, I will not solicit any current customer or potential customer of CEG identified during the course of employment with CEG, or otherwise divert or attempt to divert any existing business of CEG, including disparagement of CEG. I will not, either during employment with CEG or for a period of two years thereafter, either directly or indirectly, for myself or any third party, disparage, solicit, induce, recruit, or cause another person in the employ of CEG to terminate his/her employment for the purpose of joining, associating, or becoming employed with any business or activity that is in competition with services provided by CEG. The geographical area to which this non-competition agreement applies is any area in which CEG currently solicits or conducts business, and/or any area in which CEG plans to solicit or conduct business for a period of two years after I leave employment with CEG. Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect CEG to the maximum permitted by law.

THIS COMPANY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE COMPANY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE COMPANY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED— WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME



## UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE COMPANY.

I understand that this Employee Handbook refers to current benefit plans maintained by the organization and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract signed by the CEO is inconsistent with the Employee Handbook, the written contract is controlling.

EMPLOYEE'S NAME (printed):

EMPLOYEE'S SIGNATURE:

Date:

## Please sign this form and return it to Human Resources.



## **EMPLOYEE HANDBOOK ACKNOWLEDGEMENT FORM**

This is to acknowledge that I have received a copy of the Cornerstone Education Group ("CEG") Employee Handbook and I understand that it contains information about the employment policies and practices of the agency. I agree to read and comply with this Employee Handbook. I understand that the policies outlined in this Employee Handbook are management guidelines only, which will require changes from time to time. I understand that the agency retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the agency. I understand that this Employee Handbook supersedes and replaces any and all prior Employee Handbooks and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, which can only be changed by the Chief Executive Officer of the organization or in a signed written contract, the organization reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions or additions to the Employee Handbook will be in writing and will be signed by the Chief Executive Officer of CEG. I understand that no oral statements or representations can change the provisions of this Employee Handbook.

I understand that this Employee Handbook is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook does not create a contract guaranteeing that I will be employed for any specific time period.

I understand, in consideration of the training to be provided by CEG to myself, I will not solicit any current customer or potential customer of CEG identified during the course of employment with CEG, or otherwise divert or attempt to divert any existing business of CEG, including disparagement of CEG. I will not, either during employment with CEG or for a period of two years thereafter, either directly or indirectly, for myself or any third party, disparage, solicit, induce, recruit, or cause another person in the employ of CEG to terminate his/her employment for the purpose of joining, associating or becoming employed with any business or activity which is in competition with services provided by CEG. The geographical area to which this non-competition agreement applies is any area in which CEG currently solicits or conducts business, and/or any area in which CEG plans to solicit or conduct business for a period of two years after I leave employment with CEG. Both parties agree that the time and scope of this Non-Competition agreement are reasonable. If a court finds the time and/or scope of this Non-Competition agreement unreasonable, it should reasonably modify the agreement to protect CEG to the maximum permitted by law.

THIS AGENCY IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, THE AGENCY OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE AGENCY IS AUTHORIZED TO ENTER INTO AN AGREEMENT—EXPRESS OR IMPLIED— WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME



## UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE CHIEF EXECUTIVE OFFICER OF THE AGENCY.

I understand that this Employee Handbook refers to current benefit plans maintained by the organization and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I also understand that if a written contract signed by the CEO is inconsistent with the Employee Handbook, the written contract is controlling.

EMPLOYEE'S NAME (printed):

EMPLOYEE'S SIGNATURE:

Date:

## EMPLOYEE COPY