

**Creative Urban Education  
and  
Henry Ford Academy: School for Creative Studies**

***Staff Handbook &  
Personnel Policy Guidelines***

***2016-17***

## Table of Contents

Welcome .....	1
Modification of Staff Handbook.....	2
Hiring & Employment .....	2
Equal Opportunity Statement .....	2
Nondiscrimination .....	2
Applicant or Employee Disabilities.....	2
Reasonable Accommodation for Disabilities Under Michigan Law .....	2
Prohibition of Unlawful Discrimination/Harassment.....	2
Prohibited Conduct .....	2
Complaint .....	3
Penalty .....	4
Non-Retaliation .....	4
Non-Employee.....	4
Employment Policy .....	4
Background Checks.....	4
General Employment Guidelines.....	4
Employment Relationship And Time Limit For Claims .....	5
Employee Evaluation Process .....	6
Instructional Staff Guidelines.....	6
Employee Workday and Workweek.....	7
Overtime Hours .....	7
Exempt Employee/Salary Basis Complaint Procedure.....	7
Lunch and Break Periods.....	8
Payment& Deductions.....	8
Recording Hours of Work .....	9
Medical, Dental, and Life Insurance.....	9
Vacation.....	9
Absence Due to Illness or Emergency.....	9
Punctuality and Absenteeism.....	10
Medical Leave of Absence .....	10
Military Service Leave .....	11
Jury Duty .....	12
Religious Holiday .....	12
Bereavement Leave .....	12
Worker’s Compensation .....	12
Rules and Procedures.....	12
Confidentiality of Information.....	12
Professional Conduct/Conflicts of Interest.....	13
Rules: .....	14
Property Rights .....	15
Documents and Records .....	15
Duty to Notify Management of Unlawful Acts or Practices .....	16
Prohibition of Commercial Activity .....	17
Employee Misconduct and Performance .....	17

Employee Disciplinary or Review Process .....	17
Termination .....	18
Resignation .....	18
Drug And Alcohol-Free Workplace Policy .....	18
Testing for the Presence of Drugs and/or Alcohol .....	19
Staff Dress and Appearance .....	20
Smoking.....	21
Employee Complaint Resolution Procedure.....	21
Off-Site Work .....	21
Solicitations and Distribution of Literature .....	21
Procedures & Forms .....	22
Tax Exempt Form .....	22
Parking.....	22
GENERAL POLICIES .....	22
Computer Software (Unauthorized Copying).....	22
Electronic Communications Policy .....	23
Obligation to Disclose Criminal Charges .....	26
Workers Compensation .....	27
Reporting Accidents/Injuries .....	27
Willful Misconduct.....	27
Return to Work .....	27
Social Security Number Privacy Policy .....	27
Search .....	28
Safety .....	28
Fire& Severe Weather .....	28

# Welcome

On behalf of the Board of Directors of Creative Urban Education (CUE), welcome to Henry Ford Academy: School for Creative Studies (HFA; SCS.) CUE is a not for profit joint venture between the College for Creative Studies (CCS) and the Henry Ford Learning Institute and it operates HFA: SCS. CCS is a private, not-for profit college, over 100 years old, that prepares students for roles in the global economy where creativity shapes better communities and societies. HFLI is a not for profit organization that develops small schools and hands-on learning programs that leverage local resources to help communities thrive. CCS and HFLI came together to start HFA: SCS because we believe that children in Detroit deserve more high quality school choices and because we want to provide a special pathway for Detroit students to learn processes of creativity and innovation and to pursue careers in the fields of art and design. HFA: SCS is housed within a CCS facility, the A. Alfred Taubman Center for Design Education and the elementary school at 10225 Third Street; and we envision strong cooperation between the college and the school to enhance learning opportunities for all of our students.

We are very glad that you have joined us in this endeavor. Its success depends on the talent, skill and commitment of the school staff and our ability to work together in a collaborative, mutually supportive manner in the best interests of our students.

This handbook describes expectations for our employees and outlines CUE's policies, programs, and benefits available to eligible staff members. You will want to familiarize yourself with the Staff Handbook because it will answer many questions about your employment. If you have any questions about your employment or any of our policies, please contact the Principal or the Director of Business Operations. CUE reserves the right to change policies, programs and benefits upon reasonable written notice except as specifically described in the section titled Employment Relationship and Time Limit for Claims.

We want this to be the most exciting and fulfilling experience of your professional life. Working together, we are convinced we can have a profound impact on the lives of the children we will teach, make Detroit a better place for all its citizens, and be a national model for school/college/community collaboration.

Sincerely,

Creative Urban Education Board of Directors

Rick Rogers, President & Chairman

## **Modification of Staff Handbook**

The Creative Urban Education Staff Handbook and its contents may be modified as needed (except as stated in specific provisions) and staff will be given reasonable notice of the modifications.

## **Hiring & Employment**

### **Equal Opportunity Statement**

#### **Nondiscrimination**

CUE is an equal opportunity employer and abides by all applicable federal, state and local regulations regarding fair employment practices. CUE does not discriminate contrary to law against an employee on the basis of race, age, religion, color, sex, national origin, ethnicity, sexual orientation, military status or application, disability, height, weight or marital status or on any other basis protected by state, federal, or other applicable law.

#### **Applicant or Employee Disabilities**

CUE will comply with applicable federal and state law protecting the disabled. CUE will make reasonable accommodations for employees with disabilities, to allow access to CUE facilities and employment opportunities, as required by law. An individual who believes he or she has a protected disability and is otherwise qualified under the law and who requires accommodation to perform the essential functions of his or her job should notify his/her immediate supervisor.

#### **Reasonable Accommodation for Disabilities Under Michigan Law**

Under Michigan law, applicants and employees have 182 days from the date they knew or should have known that an accommodation was needed, to file a written request for such accommodations to the Principal or Director of Business Operations. If the applicant/employee fails to do so, his/her legal rights under Michigan law may be affected. Requests for accommodations should be directed to the Principal or Director of Operations.

## **Prohibition of Unlawful Discrimination/Harassment**

#### **Prohibited Conduct**

It is both illegal and against the policy of CUE for any employee, supervisor, manager, or independent contractor to harass another on the basis of race, color, sex (but not limited to sexual harassment), sexual orientation, religion, national origin, ethnicity, age, disability, military status or application, height, weight, or marital status or any other basis protected by state, federal or other applicable law. Prohibited conduct includes:

**Sexual Harassment:** Sexual harassment consists of two basic kinds of unwelcome conduct: (1) conditioning a tangible benefit, such as promotion or pay, on the granting of sexual favors, or withholding a tangible benefit because of the rejection of sexual advances; and (2) creating a hostile environment by sexually abusive conduct, whether verbal or physical.

Sexual harassment could include, but is not limited to, the following: unwelcome sexual advances or sexual flirtations; physical conduct of a sexual nature; unwelcome physical contact; requests for sexual favors; verbal abuse of a sexual nature including subtle and not so subtle innuendo; unwelcome sexually suggestive remarks, jokes and gestures; graphic verbal commentaries about an individual's body; sexually degrading words used to describe an individual, including sexual nicknames; and display in the work place of sexually suggestive objects, pictures, or cartoons.

**Other Unlawful Harassment:** Unlawful harassment may also consist of work place harassment of employees on the basis of race, color, religion, gender (not limited to sexual harassment), sexual orientation, national origin, ethnicity, age, disability, military status or application, or any other basis protected by state, federal or other applicable law. Such harassment is illegal.

Harassment is verbal or physical conduct that is negative, offensive, or shows hostility or aversion toward an individual because of a protected characteristic or one of either relatives, friends, or associates, and that: (a) has the purpose or effect of creating an intimidating, hostile, or offensive working environment; or (b) has the purpose or effect of unreasonably interfering with an individual's work performance.

Harassing conduct includes, but is not limited to, the following: (a) epithets, slurs, negative stereotyping, or threatening, intimidating or hostile acts that relate to a protected characteristic; and b) written or graphic material that is negative, offensive, or shows hostility or aversion toward an individual or group because of a protected characteristic and that is placed on walls, bulletin boards, in e-mail messages, or elsewhere on the employer's premises or circulated in the work place.

## **Complaint**

If, on the bases described above, you feel that you have been or are being discriminated against or harassed, contact your immediate supervisor, Principal, or the Director of Business Operations for an interview. All complaints or incidents that come to the attention of CUE as stated herein will be investigated and appropriate action taken. To the extent possible, the complaint and its investigation will be kept confidential. In

determining whether the alleged conduct violates this policy, CUE will look at the totality of the circumstances.

## **Penalty**

An act found by CUE to violate this policy will result in disciplinary action, up to and including immediate dismissal. A violation of this policy does not necessarily mean that there was unlawful discrimination or harassment under the law.

## **Non-Retaliation**

CUE believes that it is every employee's obligation to report complaints or incidents of possible discrimination or harassment. No employee will be retaliated against by CUE for complaining under this policy.

## **Non-Employee**

If you believe that you or another employee has been the subject of sexual or other unlawful harassment as defined in this policy by a non-employee during work time or in relation to your work, you should contact your immediate supervisor, Principal, or the Director of Business Operations immediately for an interview. An investigation of the complaint will be undertaken as stated above.

If CUE, after appropriate investigation, finds that a non-employee has engaged in conduct toward an employee that violates this policy during work time or in relation to the employee's work, appropriate action will be taken.

## **Employment Policy**

CUE intends to fill each position with the best qualified individual.

## **Background Checks**

All employees will be required to complete the Michigan Public Schools approved process for criminal background checks. CUE will also conduct a more general background check including but not limited to reference checks and review of past employment.

## **General Employment Guidelines**

- 1.) The qualifications of an employee include, but are not limited to, education, experience, knowledge, skills, and ability.
- 2.) Full time instructional staff members are considered "at will" employees. They are expected to work a minimum of 45 weeks per year at their negotiated salary rate. They will receive a full and competitive benefits package. Salary may be reduced in

accordance with the law and these policies for absences that result in work of less than 45 hours each week. For exempt employees, the salary basis test will be followed.

- 3.) Full time non-instructional staff members are considered “at will” employees. Their annual calendar and specific rates of compensation and benefits will be determined upon employment.
- 4.) Part time staff members must work a minimum of 32 hours per week in order to be eligible to receive insured benefits. Other benefits, such as vacation will be prorated.
- 5.) New staff may have their performance reviewed as needed.

## **Employment Relationship And Time Limit For Claims**

All staff members are considered “at-will” employees and “non-tenured.” The at-will employment relationship allows either CUE or the employee to terminate the relationship with or without cause or notice, unless the latter is specifically required by a written agreement that was entered into between and signed by the employee and the Vice Chair of the CUE Board of Directors. No supervisor, manager or representative of CUE has the authority to enter into any agreement contrary to the at-will employment relationship and that such an agreement, if entered into, must be in a writing signed by the Vice Chair of the Board of Directors and the employee and, it must specifically modify the at-will relationship. Such an agreement must be approved by the Board of Directors. Any prior understandings or agreements of continued employment, except a written one as described above, are superseded or prohibited by this policy. No other policy, procedure, practice or statement can modify this at-will employment policy.

Time Limitations. As a condition of employment or continued employment and to the extent permitted by law, each employee agrees not to file any action or suit relating to his or her employment with CUE more than 180 calendar days (or in less time if any applicable law so requires) after the event and/or employment practice or action complained of including, but not limited to, employment termination and discrimination claims against CUE or its agents, claims for wages, salary, commissions, or expenses, and to waive any state statutes of limitation to the contrary (except those requiring a shorter period). While employee understands that the statute of limitations for claims arising out of an employment action may be longer than 180 calendar days, employee agrees and understands that any employer action that is the subject of a lawsuit or action may be barred under applicable law if it is not filed within the 180 day period (or in less time if any applicable law so requires) and Employee understands and agrees that the 180 day period (or applicable shorter period) will not be extended for any reason, including continuing violations. This provision does not prohibit the filing of a charge of discrimination under federal law within the time permitted by law. Filing a charge or claim internally with the employer does not toll the 180 calendar day period for filing a civil suit.

NOTE: No policy, written, or oral statement may modify the at-will employment relationship or the time limitations for filing a claim. Any modifications of these provisions must be in a written agreement signed by the Vice Chair of the CUE Board of Directors and the employee and approved by the Board of Directors.

## **Certification and Licensure**

Hiring of new staff and continued employment is contingent upon initial and continuing compliance with state certification, competency testing, re-certification, and professional development requirements. All hiring decisions are contingent upon certification checks.

## **Employee Evaluation Process**

All employees of CUE are subject to a formal system of periodic work evaluation. Employees will be evaluated and assessed formally and informally throughout the term of their contract. These evaluations or observations will be both scheduled and unscheduled. There may be one formal, planned evaluation. This evaluation, combined with other informal evaluations and any other formal ones will be used to review your job performance. Employee and evaluators will review the evaluation. Employees will be given a copy of the evaluation and asked to sign it. A written objection may be appended to the observation and evaluation if the employee disagrees with the content. A written correction or improvement plan may be suggested at the time of the observation or evaluation as necessary, and will also be signed and kept on file. More immediate measures for correction, not limited to termination, may be taken by administrators if deemed necessary. Non-instructional personnel are evaluated by their immediate supervisor.

## **Instructional Staff Guidelines**

Instructional Staff observations are based on, but not limited to the following standards:

- a.) **Teaching and Learning** – Staff demonstrates consistent evidence of student learning, student success, uses proven and innovative teaching methods; uses a relevant and rigorous approach to subject matter; generates active and creative learning; nurtures creativity and, employs a collaborative approach to instruction with colleagues.
- b.) **HFA Model Curriculum**: Staff extensively implements model curriculum framework, instructional strategies, balanced assessment, and integrates community resources and partners into learning.
- c.) **Effective Relationships**: Staff develops professional, positive relationships with students, families, colleagues, and Academy partners; facilitates student learning and personal growth; and, effectively communicates with students and families.
- d.) **Classroom & School Culture**: Staff cultivates a caring, nurturing and creative environment that supports high personal and academic achievement and critical thinking for all students; celebrates academic achievement; and, promotes values of justice and tolerance in the school culture.
- e.) **Professionalism**: Teacher consistently demonstrates professionalism and ethical behavior in his/her work; contributes to the learning environment outside of the classroom and outside of the school day; continually focuses on learning and developing his/her craft; serves as an active

participant in the school's professional learning community; and, meet the expectations for professional appearance, demeanor and behavior.

f.) **Full-Time Instructional Assignment:** A full-time instructional assignment may require up to but no more than five (5) periods per day, serving one (1) before or after school duty assignment (includes but is not limited to tutoring, monitoring Common Areas, etc.), and leading one (1) after school club or activity. Additional assignments may be added as deemed necessary by school administration.

## **Employee Workday and Workweek**

Hourly employees are paid a straight time hourly wage and are expected to arrive and depart at the agreed upon times. Employees must not take off work on the days before or after holiday vacations, as this severely disrupts the educational environment. Unexcused days before or after a holiday or vacation could result in discipline and in certain circumstances, loss of pay or denial of paid time off.

## **Overtime Hours**

Salaried exempt employees may be required to work overtime but are not eligible for overtime pay. Hourly employees and Non-exempt salary employees are paid overtime at the regular rate for any work over forty(40) hours in a week. Overtime must be recorded in the manner specified by the Director of Business Operations and CUE will make efforts to equalize opportunities for overtime work. Non-exempt employees are required to obtain approval prior to working overtime hours.

The standard hours, with some specific exceptions, for all school staff is 45 hours, which includes an hour for lunch each day.

## **Exempt Employee/Salary Basis Complaint Procedure**

Subject to the exceptions outlined below, CUE will pay exempt employees that must be paid on a salaried basis as a prerequisite to exempt status, the full salary for any week in which the employee performs any work without regard to the number of days or hours worked. Exempt employees will not be paid for any workweek in which they perform no work.

The exceptions are as follows:

- (1) Absence from work for one or more full days for personal reasons, other than sickness or disability. If an exempt employee is absent for one and a half days for personal reasons, CUE can deduct from the employee's salary only for the one full-day absence; it cannot reduce salary for partial day absences. If, however, the employee has accrued but unused Personal Days available, CUE can charge the employee's partial days absences to such days and, the employee may use the Personal Days, if available, for full day absences.

- (2) Absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with another policy provided by CUE under its Sick days or disability plans which provide compensation for loss of salary occasioned by such sickness or disability (regardless of waiting periods). CUE will not pay any portion of the employee's salary for full-day absences for which Employee receives compensation under the plan, policy or practice and further, deductions from salary may be made for full-day absences before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance there under. If, however, the employee has accrued but unused Sick Days available, CUE can require that the employee use that time for partial day absences occasioned by sickness and disability and, the employee may use Paid Time Off, if available for full day absences before short and long term disability leave time is available.
- (3) CUE can offset any amounts received by an employee as jury fees, witness fees or military pay for a particular week against the salary due for that particular week without loss of the exemption.
- (4) Infractions of safety rules of major significance.
- (5) Unpaid disciplinary suspensions of one or more full days imposed in good faith for infractions of workplace conduct rules in accordance with CUE's written policies.
- (6) CUE may pay a proportionate part of an employee's full salary for the time actually worked in the first and last week of employment. In such weeks, the payment of an hourly or daily equivalent of the employee's full salary for the time actually worked will meet the requirement.
- (7) CUE is not required to pay the full salary for weeks in which an exempt Employee takes unpaid leave under the Family and Medical Leave Act.

If an employee believes that CUE has violated this policy in any way, the employee may file a written Complaint with the Director of Business Operations. If it is determined that improper deductions have been made, CUE will reimburse Employee for any improper deductions.

## **Lunch and Break Periods**

Hourly employees are entitled to an unpaid lunch break and periodic breaks depending on the number of hours worked. Exempt employees may take a lunch break not to exceed sixty minutes and only to the extent that it does not interfere with their assigned responsibilities for student supervision throughout lunch periods.

## **Payment& Deductions**

Paydays occur on the 15<sup>th</sup> and last day of each month and over a 12-month schedule. Required Michigan State, Detroit City and Federal withholdings are deducted and indicated on Paychecks. Employees may elect for direct deposit of pay.

## **Recording Hours of Work**

Hourly workers will sign in and out daily according to the manner specified by the Director of Business Operations.

## **Medical, Dental, and Life Insurance**

A comprehensive benefits package is offered to eligible employees including medical, dental, employee assistance programs, and other benefits. Please refer to the benefit packet for more information.

Employees must enroll within the open enrollment period and any change in employee benefits status must be communicated to the Director of Business Operations. Upon termination, CUE is obligated to offer COBRA insurance option at the employee's expense.

CUE reserves the right to modify benefit, amend or cancel packages and the benefits provided.

## **Vacation**

During the school year, all staff members will have the same vacation days and holidays as students. Instructional Staff and other designated staff will also have summer vacation at the same time as the students but must report two weeks prior to the first day for students at the beginning of the school year and will not be released until one week after the last day for students at the end of the school year. Teachers and staff are not eligible for vacation time or days off which are not specified in the school calendar, unless approved by CUE administration. The Leadership Team and office staff work throughout the summer, but will receive two (2) weeks paid vacation to be taken during the month of July.

## **Absence Due to Illness or Emergency**

Instructional Staff must contact the Director of Curriculum & Instruction by 6:00 a.m. if illness or emergency makes it impossible to attend all or some of the work day. For such absences, all other Employees must contact the Principal by 6:00 a.m. All staff must inform the appropriate contact on a daily basis if this is an extended illness or emergency unless a block of time off has been approved.

All Instructional Staff members are required to leave emergency lesson plans for 5 days on file with the Director of Curriculum/Instruction in case of a sudden illness or emergency. Employees are entitled to two (2) paid Personal Business days, and eight (8) paid Sick Days. Personal days must be submitted for approval two (2) weeks before the anticipated absence and proper notice of absence as set forth above, must be given to be eligible for a paid Sick Day. Use of Sick days may also require medical documentation as requested by CUE. Unused sick days are not paid, but may accumulate into a sick bank not to exceed a total of thirty(30) days.

## **Punctuality and Absenteeism**

Excessive employee tardiness and absence causes a serious disruption to the educational process and may be considered an occurrence of misconduct and neglect of duty. Appropriate corrective measures, not limited to termination, will be taken.

## **Medical Leave of Absence**

An employee may request a leave of absence due to a medical condition if the employee expects to be absent more than three consecutive days. CUE may allow the employee a leave for his/her own disability. The employee must submit a written request for leave to the Principal with as much advance notice as possible. Generally, medical leave must be for absences that will exceed three (3) consecutive days and leave will not be permitted on an intermittent basis unless required by law.

Employees are prohibited from performing work for other business entities, schools, organizations, or engaging in self-employment during a leave of absence, unless written authorization from the Principal or Director of Business Operations is obtained by the employer. Violation of this provision may result in termination of employment.

**Pay.** The leave of absence is unpaid unless the employee is eligible for Personal or sick days and/or insured disability pay or under workers' compensation laws. The employee *must* use accrued personal and sick days during leave for this purpose for any time that is unpaid either before or after other paid time (e.g. paid via insured benefits or worker's disability compensation) off is available (e.g., policy waiting periods) or is exhausted, except that an employee may preserve 3 personal days for later use. If, for any period of leave, an employee receives insured and/or uninsured benefits that exceed 100% of his/her pre-leave wages, the employee agrees to reimburse CUE the excess amount. The employee's vacation and personal time will be restored accordingly.

**Medical Verification and Length of Leave.** \_The length of an approved medical leave of absence for employees will generally be up to eight weeks, provided that such leave is medically needed. Beyond that, it will depend on whether CUE can accommodate a longer leave of absence without undue hardship.

The need for the leave must be supported by medical documentation satisfactory to CUE. CUE reserves the right to request that the employee be examined by a physician of CUE's choice to determine whether the employee is disabled, i.e., unable to perform the essential functions of his/her job with (or without) an accommodation, and unable to perform any other available work for which the employee may be qualified, and the appropriate length of the leave.

If the absence exceeds 5 work days before an employee may return to work from a medical leave, the employee is required to provide a certification from his or her doctor that the employee is able to resume work with or without accommodation.

**Benefits.** Employees are not eligible to receive pay for any holiday during the leave period. Vacation benefits will be paid in accordance with the vacation policy and are only accrued in accordance with the vacation policy.

Whether an employee is eligible to participate in insured employee benefits while on leaves will depend on the terms of applicable plan documents and insurance contracts. The employee may be responsible for premiums for such coverage.

**Return to Work.** CUE will attempt to return the employee to his/her former position or an equivalent position. However, if the employee's former position is no longer available and an equivalent one is not available, CUE reserves the right to terminate the employee's employment.

### **Military Service Leave**

1. Employees shall be granted a leave of absence, as required under federal law, for duty in the uniformed (military) services of the United States. CUE will not discriminate in the terms or conditions of employment because of an employee's past, current or future service in the uniformed services, whether voluntary or involuntary, to the extent required by law and particularly by the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA). Advance notice of military services is required, unless military necessity prevents such notice where it is otherwise impossible or unreasonable to give.
2. Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible. Benefits accruals, such as PTO, or holiday benefits will be suspended during the leave and will resume upon the employee's return to active employment.
3. The period of any such leave and reinstatement upon expiration of such leave shall be determined in accordance with the applicable state and federal laws in effect at the time of the requested return and is dependent upon the employee providing the requisite notice to CUE. Upon reinstatement, the employee will be treated as though he/she was continuously employed for purposes of determining benefits based on length of service. CUE will accommodate service-connected disabilities.
4. Employees who are completing their compulsory military training by service in the action reserves of the United States Armed Forces have the option to use their personal time for such training and receive full salary during that period. If they choose not to exercise this option, the association pays the difference between their salary and the amount they receive from the military service for up to one month.

## **Jury Duty**

Absence due to call to Jury Duty is excused with proper documentation provided to school officials. The time off will be unpaid, except that exempt employee will be paid, if required by law.

## **Religious Holiday**

CUE will make every effort to allow reasonable time off for religious observances or events of a religion practiced by employee. Generally, these days are unpaid although employees may use personal days for these purposes if proper notice is given.

## **Bereavement Leave**

In the event of the death of an immediate family member, i.e., spouse, child, parent, parent in law, or sibling, leave, up to a maximum of five days, may be granted to arrange and/or attend the funeral. The length of the leave will depend on the circumstances.

## **Worker's Compensation**

CUE maintains worker's compensation coverage. This coverage is intended to provide compensation as required by law in the event of a qualified injury incurred on the job that prevents a staff member from performing his/her assigned duties.

## **Rules and Procedures**

*The following rules, procedures, and guidelines are designed to create the most appropriate, professional, and consistent environment for student learning. The guidelines and parameters below do not constitute an exhaustive list of behaviors and appearance guidelines and CUE retains the right to make judgments concerning staff behavior, professionalism, and appearance as it sees fit to the educational environment and implement resultant disciplinary actions, including immediate dismissal, as necessary.*

## **Confidentiality of Information**

All employees are expected to maintain confidentiality of student records (student academic, personal, and demographic information private) and CUE confidential information, i.e., information that is not generally known to the public. It is the policy of CUE to maintain strict control over entrance to the premises, access to work locations and records, computer information and cash or other items of monetary value. Employees who are assigned keys, given special access or assigned job responsibilities in connection with the safety, security or confidentiality of such records, material, equipment or items of monetary or business value will be required to use sound judgment and discretion in carrying out their duties and will be held

accountable for any wrongdoing or acts of indiscretion. Employees who are not given access but improperly access the information will likewise be disciplined.

Information about CUE, its students, philosophy, education program, curriculum plans, suppliers or employees should not be divulged to anyone other than persons who have a right to know or are authorized to receive such information. School employees must obtain parent notification or permission to release or share any student information. When in doubt as to whether certain information is or is not confidential, prudence dictates that no disclosure be provided without first clearly establishing that such disclosure has been authorized by appropriate supervisory or management personnel. This basic policy of caution and discretion in handling of confidential information extends to both external and internal disclosure.

Confidential information obtained as a result of employment with CUE is not to be used by an employee for the purpose of furthering any private interest or as a means of making personal gains. Use or disclosure of such information can result in civil or criminal penalties, both for the individual involved and for CUE. Nothing in this policy however, prohibits employees from discussing with one another their wages, salary, benefits and terms and conditions of employment.

Employment records, including medical and FMLA records will be maintained in accordance with the law.

An employee's Confidentiality obligations continue after employment is terminated.

## **Professional Conduct/Conflicts of Interest**

CUE is committed to adhering to a code of conduct that supports a workplace that is free of illegal, unethical and unprofessional behavior or conduct that would reflect negatively upon CUE. CUE defines unethical conduct as any behavior that is illegal or that violates CUE policies and procedures including, but not limited to, financial fraud, misrepresentation of financial statements, theft of CUE assets (including time), and accepting gifts of more than nominal value from vendors used by CUE or who may reasonably seek to provide services or from anyone who could be perceived as having a special interest, without full and proper disclosure. Unethical conduct also includes pressuring any employee or vendor to perform any of these acts. Unprofessional conduct or conduct that reflects poorly on CUE is any conduct that could damage the reputation of CUE, its employees, its students and/or that could compromise the services that CUE provides.

It is the responsibility of all officers, directors, employees, and volunteers to uphold the ethical standards of CUE and to be committed to the highest possible levels of openness and accountability. All staff will conduct their personal and professional affairs in a manner that will avoid any exploitation of, or embarrassment to, CUE. CUE encourages anyone with questions regarding the interpretation of these standards to discuss them with their supervisor, the Principal or the Director of Business Operations. Should any person know of, or have a suspicion about, illegal or unethical conduct within CUE's operations, best efforts should be made to resolve the

issue through CUE's administrative process and/or supervisory management. If the issue is not resolved, that person should contact the Vice Chair of the Board of Directors.

### **Rules:**

1. Staff should avoid interests in the performance of their duties that may divert them from the wholehearted devotion to the best interests of CUE.
2. At times staff may receive confidential or proprietary information concerning CUE's administration, financial matters, programs, curricula, student information and student services, student work, individual data, and Board matters. All such information may only be used for CUE purposes and may not be distributed to third parties without proper authorization
3. Staff should avoid any outside employment or volunteer role that may adversely affect the performance of their CUE duties.
4. No loans may be made by CUE to any employee, student, director, or officer of CUE, excluding reimbursement of reasonable travel and business related expenses.
5. Staff should avoid conflicts of interest, i.e., an action or actions on interests other than those of CUE, or when an individual's personal or economic interests conflict with his/her actions in his/her business capacity. In addition to conduct already stated, the following are to be avoided; acceptance of gifts, loans or excessive entertainment from suppliers, students, student families or others dealing with CUE ; use of one's CUE position or CUE information for personal gain; improper use of or disclosure of confidential information or Work Product (as defined below), entering into business relationships or transactions with CUE students outside of CUE, such as providing babysitting, tutoring lessons to the student or his or her family for personal gain; driving students to and from CUE, conduct by an employee after work hours that reflects poorly on CUE, its mission, or that may be an issue with the students that CUE serves or with co-employees, including, but not limited to conduct related to drugs, excessive drinking, inappropriate internet activity, and other social behavior; working for one's self or another entity, corporation or business other than CUE without approval (approval should be obtained as set forth below) and/or to the extent that it would create any conflict of interest in hours or otherwise, and any other conduct that could result in a conflict or the appearance of a conflict. The sole exception to the above is that staff may accept holiday and end of year gifts from students that do not exceed \$25.00 in value in the singular or \$50.00 in the cumulative.
6. Each employee, director, and officer is required to report financial irregularities, and facility or working conditions or actions he or she reasonably believes to be unsafe or in violation of laws, regulations, policies or directives that apply to CUE's operations. Reports should be made to the immediate supervisor, the

Principal or Director of Business Operations. An employee may also contact the Vice Chair of the Board of Directors.

All complaints in which an employee is reporting improper conduct and/or a conflict, should be made in good faith (“good faith” means the reporter has a reasonably held belief that the disclosure is true, has some factual base to believe it is true, and not made for personal gain or for any other ulterior motive). Filing known false, malicious reports will not be tolerated and anyone filing such reports will be subject to appropriate disciplinary action up to and including discharge.

All good faith complaints will be investigated and the persons making the complaints will receive follow up contacts if further details are needed. Prompt and appropriate corrective action will be taken as warranted in the judgment of the appropriate authority of CUE.

Whenever there is a possible conflict of interest, it should be discussed with your supervisor immediately. Full-time employees should obtain advance written approval for any employment outside of CUE so that CUE can consider possible conflicts. Part-time employees should also consider conflicts and seek approval to the extent that one may exist. In certain instances, CUE may permit the action following disclosure and discussion of parameters. Violations or potential violations of this very important policy, which are not disclosed as soon as possible, will be considered grounds for termination of employment.

## **Property Rights**

Employee agrees to devote his full-time efforts to his/her job duties and use his skills and abilities in performance of these duties for CUE and to invent, discover and create new and useful ideas, techniques, art, software, curricula and programs, including copyrightable work (Work Product”) relating to the mission of the school. During the course of employment and for a period of six months thereafter, Employee agrees to promptly disclose to the Director of Business Operations all information relating to any and all Work Product regarding the business of CUE that the Employee may discover, create, or invent, either solely or jointly with others, whether during working hours or otherwise. Employee agrees that all right in any Work Product shall belong exclusively to CUE and that Employee shall, at CUE’s request, execute any documents or take any lawful action necessary to insure CUE’s ownership of such Work Product, including without limitation, the assignment and transfer to CUE of all rights, title and interest in and to such Work Product. Employee agrees and understands that all Work Product and all work done for CUE by Employee shall be a work for hire as the term is defined in the Copyright Act of 1976 and as such, CUE owns all title, rights and interests.

Employee’s obligations under this provision continue after employment is terminated.

## **Documents and Records**

It is the policy of CUE to comply with the law and to maintain accurate records of CUE business. Employees must follow these policies.

Under this policy, “records” means paper documents and data existing on paper, as well as documents and data stored electronically, such as e-mails, word processing documents, spreadsheets, ledgers, images, audio files, and video files. It includes records that you created, edited, sent, received, or otherwise handled in any way.

Under this policy, “CUE records” exist wherever you have saved or stored CUE-related documents or data, including but not limited to: CUE’s network; the hard drive of your office desktop or laptop computer; your home computer; your CUE-issued or personal Blackberry, Treo, Palm Pilot, or other PDA device; USB or “flash” drives; external media such as CDs, DVDs, or floppy disks; and/or the voice-mail system of your CUE-issued or personal desk phone or cell phone.

All CUE records must be preserved in the normal course of business and in accordance with CUE’s records retention policies. Moreover, upon learning that legal action involving CUE is likely, or has been threatened or actually commenced, you must: (i) immediately suspend all practices that would otherwise allow for the routine discarding of records in the normal course of business; and (ii) promptly seek direction from Office Manager. Legal action involving CUE includes but is not limited to:

- CUE is under investigation by any governmental agency;
- a claim has been made against CUE, or a lawsuit against CUE has been threatened or commenced;
- circumstances have arisen where a claim or lawsuit against CUE should be or can reasonably be expected; or
- CUE is considering, planning, or has commenced an investigation or lawsuit of its own.

Under any of those circumstances, you must contact the Director of Business Operations to discuss: (i) whether you have records that may relate to the subject matter of the potential or pending legal action; (ii) the places where you have kept such records; and (iii) steps to search for, locate, collect, and preserve all such records. Additionally, if at any time you have questions about whether and how a document should be retained, you should contact the Principal or the Director of Business Operations.

Any and all documents in the Employee’s possession must be returned upon termination of employment.

## **Duty to Notify Management of Unlawful Acts or Practices**

School employees are responsible to notify the Principal or Director of Business Operations of CUE of any unlawful or unethical practices by school employees or students. As an alternative,

the employee can notify the Director of Business Operations or the Vice Chair of the Board of Directors. Teachers and staff are legally responsible to report any suspicion of abuse or neglect concerning students and should follow the reporting procedures outlined above.

## **Prohibition of Commercial Activity**

Staff members are prohibited from engaging in commercial activities that may involve students or their families without prior approval from the Principal or the Director of Business Operations. .

## **Employee Misconduct and Performance**

Employee Misconduct includes but is not limited to: absenteeism, tardiness, negligence of duty, dishonesty, insubordination, abuse, discrimination, drug and alcohol use in violation of CUE policy, safety violations, and off-duty misconduct. Other behaviors, which negatively affect the educational environment or the school's educational mission, may be deemed employee misconduct or negligence. In the case of Employee Misconduct, an employee disciplinary process, not limited to termination, may be followed.

If an Employee has performance issues, CUE may, in its discretion, work with the Employee in improving the Employee's performance prior to discharging the Employee. CUE's efforts will depend upon its business needs, the Employee's performance issues, and whether, in CUE's discretion, performance can be improved to the necessary degree.

## **Employee Disciplinary or Review Process**

CUE will, if it deems warranted in a particular situation, undertake a discipline or review process prior to termination of employment. Certain conduct or situations may call for immediate termination of employment as determined by CUE. Conduct that could result in discipline or a review process include, but are not limited to, criminal conduct; sexual harassment or sexual misconduct; insubordination; failure to perform job duties to the satisfaction of CUE; violation of CUE rules; breach of obligations under this policy, a written agreement and/or applicable law; dishonesty; loss of Michigan certification to teach in the capacity assigned by CUE; and/or CUE's receipt of reports it deems unsatisfactory in response to its criminal and reference checks.

The employee disciplinary or review process will be dependent upon the conduct, the issue and/or other circumstances, including CUE's business needs.

The Disciplinary Process may include all or one of the following depending on the level of Employee Misconduct:

- Verbal Warning with follow up review
- Written Warning with follow up review
- Hearing with Principal (If warnings are initiated by the Principal, the Executive Director of HFLI will facilitate the hearing).

- Suspension with or without pay.
- Termination

A Review process may be used for performance issues, particularly if CUE determines that additional coaching and management review will result in improved performance and if CUE's business needs can accommodate the time for performance improvement. This review may include written memoranda, benchmarks, periodic meetings to review performance improvement. In some situations and in CUE's sole discretion, it may terminate the employment relationship without a review process in the case of performance issues.

Employees are granted the right to speak on their behalf in matters of Disciplinary or Review action.

This policy does not alter the "at-will" employment relationship.

## **Termination**

Termination may be immediate or from the result of consistent or failed disciplinary intervention actions. All contracts are considered "at-will" or "non-tenured" allowing for termination with or without cause.

Employees may also be terminated because of down-sizing or layoffs.

## **Resignation**

Resignations are initiated by the staff member. Staff members who are resigning should indicate their intention to do so in writing at least two (2) weeks prior to their last day of work. Departing staff must also complete a comprehensive exit interview with the principal or his/her designee prior to ending his/her service.

## **Drug And Alcohol-Free Workplace Policy**

CUE has adopted this policy, that applies to all employees, whether regular, full or part-time or temporary, to promote an alcohol and drug-free workplace. The following actions are prohibited:

CUE prohibits the use, sale, possession, manufacture, distribution, purchase or dispensing of drugs or alcohol or being under influence of drugs or alcohol while on CUE property, within the area of the drug free school zone, or while engaged in CUE business. In accordance with the Federal Drug-Free Workplace Act, any employee who is arrested, indicted or convicted of a drug or alcohol violation while conducting CUE business, or while operating a CUE owned or leased vehicle must report this information to the Principal within (5) days after such arrest, indictment, or conviction.

Definitions/Guidelines

Prescription drugs or over-the-counter medicines: Any employee taking prescription drugs or over-the-counter medication should notify their manager if they or their doctor feel that they may pose a safety risk to themselves or others while taking any such medication. CUE will treat the disclosure as confidential medical information and if applicable, as a request for an accommodation of a disability.

Drug: For purposes of this policy, the term “drug” means:

controlled substances (as defined in 21 U.S.C.A. ' 802) which cannot be legally obtained; and prescribed drugs whose prescription is no longer valid; or prescribed drugs used contrary to the prescription.

Property: CUE property as defined in this policy includes all land and buildings owned, leased, or used by CUE, the drug free zone outside of any school, in CUE supplied or funded vehicles, during work hours, or while on any CUE sponsored activity, or in one’s own vehicle used to perform services for CUE.

Refusal to Take a Test: Any employee may be deemed to have refused to take a test if the employee fails to report to the designated laboratory with the presentation of the authorization of treatment and billing form within one hour of a request to report. Refusal to submit also means to tamper with the test. Due to extenuating circumstances the Principal, in his/her discretion can extend the time within which to report.

## **Testing for the Presence of Drugs and/or Alcohol**

To detect the presence of illegal drugs, controlled substances, and/or alcohol used improperly, management will direct employees to submit to a drug and/or alcohol test at a designated testing laboratory under the circumstances listed below. All initial positive drug screens will be confirmed by a second test and a Medical Review Officer (“MRO”) of the laboratory will review such results to, among other things, screen out legally prescribed and used drugs. The MRO’s screening process is confidential and legally prescribed and used drugs will not be disclosed to CUE unless in the MRO’s medical opinion, the use may pose a direct threat to the health or safety of the employee or others.

The testing laboratory will establish levels for the positive presence of drugs. The level of alcohol that will result in a positive result for all employees is .04. A positive drug and/or alcohol test will constitute being under the influence. The MRO will maintain the records and will only disclose the results and any other information it deems necessary, to CUE.

CUE may test an employee when there is reasonable suspicion. Employees will be tested for drugs and alcohol on a for-cause basis in which there is reasonable suspicion that an employee is under the influence of drugs or alcohol while on CUE property or while engaged in CUE business. All employees are subject to this type of testing. A determination that reasonable suspicion exists will be based upon specific, contemporaneous, articulable observation concerning the appearance, behavior, speech, or odors of the employee.

Disciplinary action may be taken, up to and including termination, if the policy is violated. A violation occurs:

When an employee uses, possesses, manufactures, distributes, dispenses, or sells drugs or alcohol or is under the influence of alcohol or drugs while on CUE property, or CCS property, in CUE supplied or leased vehicles, or during work hours or while doing CUE business;

When an employee tests positive for the presence of alcohol and/ or drugs after being requested to take a test for the circumstances set forth above;

Refusal to submit to, or efforts to tamper with, drug and/or alcohol test for the circumstances set forth above;

When an employee stores in a locker, desk, automobile, or other container and brings on the property any drug or alcohol;

When an employee is convicted under any criminal drug statute for a violation occurring on the job;

Employment will be suspended without pay pending the outcome of a drug and/or alcohol test.

Nothing in this policy alters the at-will employment relationship.

## **Staff Dress and Appearance**

Staff dress is business style or business casual. Professional and appropriate dress fosters a professional and appropriate educational environment. The following are general guidelines, but by no means an exhaustive list of violations, and dress guidelines are not limited to the list below. CUE reserves the right to deem staff dress or appearance as unprofessional or distracting to the educational environment and to discipline staff as necessary.

### **Hair**

Hair must be neatly combed and clean at all times. Unusual or extreme hairstyles can distract students from learning. Staff who prefer long hair should take special care that it is neat and presentable.

### **ID Badges**

Staff ID badges should be worn and prominently displayed front side forward on upper left or right hand side of shirts or around neck on a lanyard. These must be worn at all times while in or around school facilities.

### **Denim**

Jeans or denim slacks of any sort or color are not allowed.

### **Shirts**

Shirts made to be tucked in must be worn that way.

## **Smoking**

Smoking is prohibited on all school grounds, property, or at school functions, including CCS property.

## **Employee Complaint Resolution Procedure**

Employees are encouraged to voice grievances and complaints directly and immediately to the Principal. The Principal will investigate and mediate the complaint in an effort to produce a resolution. All complaints will be investigated and an attempt will be made to resolve the matter fairly and quickly. If registering complaints with one's immediate supervisor will cause embarrassment or the supervisor is the source of the problem, an Open Door policy allows employees to notify the Principal or CUE Board members at any time.

## **Off-Site Work**

Employees may not be co-employed in a way which interferes with primary duties and without written supervisor approval on file

## **Solicitations and Distribution of Literature**

No employee will be allowed to engage in solicitation for commercial ventures, including subscriptions, religious or political causes, outside organizations, memberships or other organizations during working time or with another employee during that employee's working time. Only school fundraising campaigns for HFI-SCS or its student groups are permitted

For the purpose of this policy, working time is that period during the workday when the employee is supposed to be on the job or otherwise attending to the duties of the job. Working time does not include free time, such as break or lunch periods or before or after work.

In addition to this no-solicitation policy, CUE has a no distribution policy. There will be no distribution of literature, pamphlets or printed material of any kind on CUE property by persons who are not employees of CUE. There will be no distribution of literature, pamphlets or printed or graphic materials of any description by employees in work areas at any time (except by CUE, CCS or HFI for its fundraising campaigns for HFI-SCS).

The bulletin board located in the facility is a primary source of communication between CUE and the employees. Important announcements and items of interest will be found here, so it is recommended that you check it daily. CUE must approve any notice the employees may wish to put up. All notices should be work-related and consistent with this policy and should be submitted to the Director of Business Operations. .

Employees may not solicit other employees or distribute literature during work time

## **Procedures & Forms**

The following forms should be completed and submitted to the appropriate persons:

**Emergency Form/ Changes to Staff Information**

**Field Trip Proposal and Permission Forms**

**Invoice Form**

**Ordering Supplies**

**Request for Check**

**Timecards**

**Travel and Business Expense Report**

## **Tax Exempt Form**

Official Tax Exemption forms are available to be presented when employees purchase school-related materials or supplies.

## **Parking**

School employees should park vehicles in specified locations, with the appropriate ID tags visible in their windshields.

## **GENERAL POLICIES**

### **Computer Software (Unauthorized Copying)**

CUE does not allow the illegal duplication of software. The copyright law is clear. The copyright holder is given certain exclusive rights, including the right to make and distribute copies. Title 17 of the U.S. Code states "it is illegal to make or distribute copies of copyrighted material without authorization" (Section 106.) The only exception is the users' right to make a backup copy for archival purposes (Section 117.)

The law protects the exclusive rights of the copyright holder and does not give users the right to copy software unless the manufacturer does not provide a backup copy. Unauthorized duplication of software is a federal crime. Penalties include fines up to and including \$250,000, and jail terms of up to five (5) years.

Even the users of unlawful copies suffer from their own illegal actions. They receive no documentation, no customer support and no information about product updates.

1. CUE licenses the use of computer software from a variety of outside companies. CUE does not own this software or its related documentation and, unless authorized by the software manufacturer, does not have the right to reproduce it.

2. With regard to use on local area networks or on multiple machines, CUE's employees shall use the software only in accordance with the software publisher's license agreement.
3. CUE's employees learning of any misuse of software or related documentation within the company must notify their direct supervisor or CUE legal counsel immediately.
4. According to the U.S. Copyright Law, illegal reproduction of software can be subject to civil damages and criminal penalties, including fines and imprisonment. CUE's employees who make, acquire or use unauthorized copies of computer software shall receive corrective action, which may include termination.

## **Electronic Communications Policy**

**CUE Property.** Computers, computer files, telephones, cell-phones, voicemail systems, the E-mail system, software, and any other electronic devices or related parts (collectively referred to as "electronic devices") furnished to all employees (or volunteers) by CUE are CUE property. The electronic devices, including E-mail, Internet, Intranet, voice mail systems and the computers and software, are to be used for business related purposes. Users must apply the same standards and care to their electronic communications as with other forms of communication (written or oral). Inappropriate use can have serious consequences both for CUE and the employees.

**Monitoring.** The use of the computer system or other electronic devices is consent by the employee (or volunteer) to all monitoring of his/her use by CUE. The log-on procedures and passwords do not give rise to any employee expectation of privacy and are a recognition by the user of CUE's right to monitor all use with or without additional notice to the user or further employee consent to such action of CUE. Users should, however, protect their passwords so that others do not abuse it and their workstation. The right to monitor in this policy is limited to the Principal, the Director of Business Operations and other management personnel as designated by them. CUE has the capability to, expressly reserves the right to, and will from time to time, access, review, copy and delete any information sent, received, created, edited, or stored in the E-mail, Internet, Intranet or voice mail systems or with use of CUE computers and any of its electronic devices, to the extent permitted by applicable law for legitimate business purposes. CUE may disclose such information to any party (inside or outside CUE) it deems appropriate.

**Personal Use.** Electronic devices are provided for business purposes. The occasional incidental use of electronic devices for personal use (less than 5%) during non-work time will not result in discipline provided that you abide by all provisions in this policy. The abuse of this policy, i.e. personal use in excess of that amount or failure to follow this policy, will subject the employee to discipline. It must be understood that any personal information will be treated no differently from other business information since these electronic devices and operating systems are all intended for business use. The information will be accessed, monitored, utilized and disclosed by CUE to the extent permitted by applicable law. Accordingly, users cannot use electronic devices, including the computer systems, E-mail, Internet, Intranet or voice mail systems to send, receive, create, edit or store any information that they wish to keep private. Users should treat the computer, E-mail, Internet, Intranet, voice mail systems, or any other system of an electronic device supplied by CUE as a shared file system with the expectation that information sent, received, created, edited or stored in the system will be available for review by CUE for any

purpose as set forth above. The sole exception to the “shared system” are communications between CUE and its attorneys and CUE and other service providers that are expected to be confidential by CUE.

**Prohibited Uses.** CUE prohibits the use of its electronic devices, including the Internet, Intranet, voice mail or the e-mail system or any other system to harass, insult or intimidate, or use in any way that is disruptive or harmful to employees; to engage in any unlawful activity, enterprise or scheme; to transmit defamatory, obscene, offensive or harassing information; to transmit information that discloses personal information without authorization or to otherwise use in any other way that is in violation of CUE policies. For example, but not by way of limitation, the display or transmission of sexually explicit images, messages, cartoons, ethnic slurs, racial comments, off-color jokes or anything that may be construed as harassment is not allowed. Employees are not permitted to send broadband non-work related messages (messages to 3 or more persons) or messages with large attachments without seeking the approval of the Director of Business Operations or a supervisor designated by him/her.

**Licenses.** CUE purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, CUE does not have the right to reproduce such software for use on more than one computer. CUE users may only use software on local area networks or on multiple computers according to the software license agreement. CUE prohibits the illegal duplication or downloading of software and its related documentation. Use of electronic devices to copy and/or transmit any documents, software, or other information protected by the copyright laws is prohibited.

**Standard of Care.** Employees must treat all electronic devices, software and hardware with care. Employees should not have food and drink in close proximity with electronic devices, software and hardware. In certain instances, employees may be permitted take equipment off the premises for business related purposes. Such equipment should always be kept in a safe and locked place. Employees should not leave electronic devices in parked cars or public places where such devices may be stolen or damaged by others. Electronic devices, software and hardware may only be taken off the premises of CUE for business purposes. To the extent that any electronic device, software or hardware is taken home to be used for business purposes, employees should observe the standard of care and provisions related to such use set forth in this policy. Further, employees are expressly prohibited from allowing or permitting family members or other third parties to use CUE electronic devices, hardware or software for any personal purposes.

**Other.**

- The installation or use of unauthorized computer games or any other unauthorized software is a violation of CUE policy and will not be permitted. Any questions regarding the use of the system or software should be addressed to the Director of Business Operations.
- CUE rules for document retention apply to all electronic communications. Electronic material/communications can be required as evidence in legal proceedings.

- No software programs, disks, or CD's of any type may be installed or used on any computer in CUE computers without the approval of the Director of Business Operations or his designee.
- Employees must use only the computer and the password assigned to the employee, unless special permission from the IT Department is obtained.
- Any problems, such as lock-ups, component failures, system malfunctions, errors resulting in lock-ups or slowdown, or any other unusual occurrences shall be reported to management immediately. **DO NOT ATTEMPT TO CORRECT PROBLEMS WITHOUT THE KNOWLEDGE OF THE IT DEPARTMENT.**
- E-mail or the Internet may not be used to send messages to 3 more persons and may not be used to send large attachments unless written approval is obtained from the IT Department.
- Users are advised that the use of deletion keystroke does not necessarily mean that the document has been eliminated from the computer system.
- Employees may not use the e-mail and computer systems for solicitation purposes including donations, sale of items, participation in groups, etc. The sole exception to this is that the systems may be used for CUE's own fund raising campaigns.
- **E-mail.** Always consider the following practices before you send E-mail:

E-mail access is provided for CUE business.

Always use business-like and clear language.

Only use CUE-provided or authorized mail systems.

Always use utmost care, sufficient discretion, and security when sending confidential and proprietary business information by E-mail.

**Never send an E-mail under someone else's name.**

When you leave your work area, log off your E-mail or institute a password to protect your workstation.

If you change any E-mail before forwarding it, clearly indicate every change.

Type "DO NOT FORWARD" on E-mail if you do not want it forwarded, and don't forward E-mail marked "DO NOT FORWARD."

Never use profanity, inappropriate language, or send discourteous or offensive E-mail.

Don't read misdirected E-mail; return it to the sender.

Don't expect E-mail to be private.

When sending an attachment by E-mail, identify software and versions.

Inappropriate use of E-mail should be reported immediately to your manager.

E-mail is not always the most appropriate method of communicating. Depending on the circumstances, a phone call, memo, or face-to-face meeting may be better.

All information contained on CUE's system is to be considered confidential and proprietary and should not be distributed outside of CUE unless approval is obtained.

**Internet.** The Internet represents a valuable resource to CUE for specifically defined business functions or purposes. It also exposes CUE in an unprecedented and highly visible fashion as compared to a secured network. Individuals who were provided Internet access from CUE may implicate CUE for a range of inappropriate or unethical use.

Use of CUE-provided Internet services to access, download or send material that is not business related is prohibited. The Internet is to be used primarily for business purposes.

Transmission of sensitive and proprietary business information over the Internet is strongly discouraged, unless required to meet a critical business need.

Software and data that is obtained from the Internet must not violate the intellectual property rights of others or CUE standards. Software must not be downloaded without proper permission and licenses.

Business functions or divisions electing to publish on the Internet must first secure the necessary CUE approvals and maintain an ongoing approval process when the content of published information changes.

Certain sites lacking sufficient business justification or that interfere with the operations of CUE's information technology may be blocked.

Where applicable, the same policies and rules covering communication or material (i.e., content, appropriateness, security, business purpose) outlined under E-mail apply equally to Internet usage

## **Obligation to Disclose Criminal Charges**

Michigan law requires the disclosure of any charge or conviction, plea of guilty or no contest to criminal charges. You must report the charge, conviction, or plea for any of the following immediately:

- Any felony.
- Any of the following misdemeanors:
  - Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
  - Child abuse in the third or fourth degree or an attempt to commit child abuse in the third or fourth degree.
  - A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
  - A misdemeanor violation of section 7410 of the public health code, 1978 PA 368, MCL 333.7410.
  - A violation of section 115, 141a, 335a, or 359 of the Michigan penal code, 1931 PA 328, MCL 750.115, 750.141a, 750.335a, and 750.359, or a misdemeanor violation of section 81, 81a, or 145d of the Michigan penal code, 1931 PA 328, MCL 750.81, 750.81a, and 750.145d.
  - A misdemeanor violation of section 701 of the Michigan liquor control code of 1998, 1998 PA 58, MCL 436.1701.
  - Any misdemeanor that is a listed offense.
  - A violation of a substantially similar law of another state, of a political subdivision of this state or another state, or of the United States.

Non compliance with this obligation is a crime under Michigan law and subject to termination. See also disclosures required under the Drug-Free Workplace act.

## **Workers Compensation**

Workers Compensation is a program, which pays medical and disability benefits due to an injury or occupational illness that arises “out of and in the course of” employment. State Law regulates workers compensation.

### **Reporting Accidents/Injuries**

Aiding the injured employee is the first priority. Immediately supply the injured party with adequate care, including emergency medical service if required. All workers’ compensation injuries must be reported to the Office of the Principal as soon as possible on the report form provided. As an employee, it is also your responsibility to report all injuries immediately to your direct supervisor. If the injury is reported later than 24 hours to CUE, benefits may be questioned and the claim may be denied by CUE’s carrier pending investigation.

#### *Emergency Care:*

- If it is a true emergency, have someone call 911 or take you to the nearest emergency room.
- CUE will coordinate additional care for you as needed, and make arrangements for a drug and alcohol test where applicable.

#### *Routine or Urgent Care:*

- Tell your supervisor immediately.
- Your supervisor or another responsible person must call the insurance carrier as soon as possible for treatment authorization.
- For authorization the provider must call your supervisor before providing treatment.

### **Willful Misconduct**

If you are injured by reason of intentional or willful misconduct, your benefits claim may be challenged and you may not be eligible to receive compensation under the provisions of the Worker’s Disability Compensation Act.

### **Return to Work**

You are expected to return to work in your normal job, or a temporary modified-job as approved by your physician. If you refuse to return to work, you may lose certain workers’ compensation benefits.

## **Social Security Number Privacy Policy**

In order to ensure, to the extent practicable, the confidentiality of social security numbers, CUE holds all employees that use or have access to the social security number of any employee or other individual to the highest degree of confidentiality. Only authorized personnel may access records and documents, both internal and external that contain social security numbers or other

like identification information. All other personnel are prohibited from accessing, viewing or using social security information.

Any employee or individual that accesses social security data without authorization, or unlawfully discloses such data, shall be disciplined up to and including termination and, if illegal intent is determined, referred to authorities for possible criminal prosecution.

All documents and records containing social security numbers and other like identifying information will be kept in a secure environment with need-to-know access by authorized personnel only. When no longer needed or useful, documents containing this and other confidential information will be properly destroyed through shredding or other means before disposal.

If you have any questions regarding social security number privacy and security, please contact the Principal for further details.

## **Search**

CUE may request that an employee submit to a search by CUE representatives of his/her person and/or property (including lockers, desks, cabinets, closets and vehicles or other personal items brought onto CUE premises) if there is a reasonable suspicion that there has been a violation of a policy or provision of this handbook or

## **Safety**

### **Fire& Severe Weather**

Employees should be familiar with the school emergency fire and severe weather evacuation and response procedures and have the procedure posted in all school facilities and rooms. Teachers and employees are responsible for students and should bring attendance rosters with them in emergency situations.

## **EMPLOYEE ACKNOWLEDGEMENT**

I certify that I have received a copy of the CUE Staff Handbook and Personnel Policy and Guidelines (“Policy”), I will read, and ask any questions that I have about its contents. I understand that this Policy supersedes any prior policies, procedures or practices. I understand that failure to comply with CUE’s policies and rules may result in disciplinary action up to and including discharge. I understand and agree that the employment relationship is at-will as set forth in the Employment Relationship section and I further agree to abide by the Time Limits for Claims as set forth in that section. As an at-will employee, I understand that I or CUE can terminate the employment relationship with or without notice or cause. I understand that I have many obligations under this Policy that I must abide by both as an Employee and as a former Employee and I agree to abide by them.

CUE reserves the right to revise policies in this Manual with reasonable notice, (except that the Employment Relationship and Time Limit for Claims can only be modified as stated below. I understand that I will be subject to any changes if I desire to continue my employment after the changes are implemented. I also understand that no manager or representative has any authority to enter into any agreement for employment for a specified period of time or to make any agreement contrary to the Employment Relationship and Time Limit for Claims. Any modifications to the Employment Relationship section, including the At-will Employment Relationship Section and the Time Limit for Claims must be in writing and signed by the Employee and the Vice Chair of the Board of Directors and the Agreement must be approved by the Board of Directors.

\_\_\_\_\_  
Employee Signature

\_\_\_\_\_  
Employee Print Name

\_\_\_\_\_  
Date