



# Employee Policy Handbook

## **ABOUT THIS HANDBOOK/DISCLAIMER**

We prepared this handbook to help employees find the answers to many questions they may have regarding their employment with EDUStaff, LLC. Please take the necessary time to read it.

Neither this handbook nor any other verbal or written communication by an EDUStaff representative is, nor should it be considered to be, an agreement, contract of employment, express or implied, or a promise of treatment in any particular manner in any given situation, nor does it confer any contractual rights whatsoever. EDUStaff, LLC adheres to the policy of employment at will, which permits the Company or the employee to end the employment relationship at any time, for any reason, with or without cause or notice.

***Note: Employees are required to work at least one (1) day each semester. Failure to do so will be viewed by EDUStaff as voluntarily resigning from EDUStaff employment.***

No Company representative other than the President and/or his/her designee may modify at will status and/or provide any special arrangement concerning terms or conditions of employment in an individual case or generally and any such modification must be in a signed writing.

This handbook states only general Company guidelines. The Company may, at any time, in its sole discretion, modify or vary from anything stated in this handbook, with or without notice, except for the rights of the parties to end employment at will, which may only be modified by an express written agreement signed by the employee and the President and/or his/her designee.

This handbook supersedes all prior handbooks.

## **CONTACT US**

If you have any questions for EDUStaff, please select the most convenient method below to contact us.

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# **Section 1 – Governing Principles of Employment**

## **1-1 Introduction**

EDUStaff would like to welcome you to our growing team of professionals who are committed to excellence in education. We are excited about the opportunity to work with you and the valuable contributions you will bring to students, schools, colleges, EDUStaff, and the entire educational community. Thank you for taking the time to complete the employment process and to meet with us. We are glad you are interested in educational-based employment with EDUStaff. You will be joining several thousand EDUStaff employees currently serving in our public school systems and community colleges.

EDUStaff was originally formed in 2010 as a different solution to typical staffing services for public schools in the state of Michigan. Now we are offering our unique staffing services across the country. As staffing companies typically offer the same types of services, it is **how** you provide these services which make the biggest difference. The core mission of our administrative staff is to “treat others as we would desire to be treated ourselves.” This core belief drives the basis of every email, phone call, and face-to-face contact we have with our employees and the School District/ISD/RESA/ESC/College (hereinafter “educational institution”) we serve. With this basic difference, EDUStaff has quickly grown to be one of the largest educational staffing companies in the nation. As you have continued contact with EDUStaff, we hope you recognize this core difference and duplicate this mission with the people you come in contact with in your surrounding educational institutions.

As part of any employment relationship, policies and procedures govern a working relationship and identify certain expectations relating to employment and contact with educational institution employees and students. We recognize that being around students in an educational environment is extremely different than any other type of employment. Specifically, you are surrounded by minors and college students which “raises the bar” of certain conduct expectations. As part of your employment, you need to review and become familiar with the contents of this handbook. Though we cannot identify each and every expectation or scenario you might encounter, this handbook certainly covers the majority of this criteria. Ultimately, each employee in an educational environment needs to exercise common sense and use the basic principles you have learned which brought you to educational employment in the first place. If you have uncertainty concerning our policies and procedures, please contact our servicing team for answers.

Being employed in an educational environment can be challenging but is also extremely rewarding. We strive to provide our employees with competitive compensation and recognize the inherent value of serving our communities and our children. The EDUStaff team does not take this lightly and we would like to do everything we can to make this a rewarding experience for you. So together, let’s make the biggest difference!

Again, welcome to EDUStaff and thanks for joining our team.



## **1-2 Equal Employment Opportunity**

EDUStaff, LLC is an equal opportunity employer who does not discriminate on the basis of actual or perceived race, creed, color, religion, alienage or national origin, ancestry, citizenship status, age, disability or handicap, sex, marital status, veteran status, sexual orientation, genetic information, arrest record, or any other characteristic protected by applicable federal, state, or local laws. Our management team is dedicated to this policy with respect to recruitment, hiring, placement, promotion, transfer, training, compensation, benefits, employee activities, and general treatment during employment.

The Company will endeavor to make a reasonable accommodation to the known physical or mental limitations of qualified employees with disabilities unless the accommodation would impose an undue hardship on the operation of our business. If you need assistance to perform your job duties because of a physical or mental condition, please let Human Resources or your supervisor know.

The Company will endeavor to accommodate the sincere religious beliefs of its employees to the extent such accommodation does not pose an undue hardship on the Company's operations. If you wish to request such an accommodation, please speak to Human Resources or your supervisor.

If you have questions or concerns about equal employment opportunities in the workplace, you are encouraged to bring these issues to the attention of Human Resources or your supervisor. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If you feel you have been subjected to any such retaliation, you should bring it to the attention of Human Resources or your supervisor. To ensure the workplace is free of discrimination, violation of this policy, including any improper retaliatory conduct, will lead to discipline, up to and including discharge. All employees must cooperate with all investigations.

## **1-3 Non-Harassment**

It is EDUStaff, LLC's policy to prohibit intentional and unintentional harassment of any individual by another person on the basis of any protected classification including, but not limited to, race, color, national origin, disability, religion, marital status, veteran status, sexual orientation, or age. The purpose of this policy is not to regulate our employees' personal morality, but to ensure that in the workplace, no one harasses another individual.

If an employee feels that he or she has been subjected to conduct which violates this policy, he or she should immediately report the matter to their immediate supervisor. If the employee is unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of what the employee perceives to be harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is an individual indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels he or she has been subjected to any such retaliation, he or she should report it in the same manner in which the employee would report a claim of perceived harassment under this policy. Violation of this policy, including any improper retaliatory conduct, will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.



## **1-4 Sexual Harassment**

It is EDUStaff, LLC's policy to prohibit harassment of any employee by any Supervisor, co-worker, educational institution staff, or student on the basis of sex or gender. The purpose of this policy is not to regulate personal morality within the Company. It is to ensure that at the Company all employees are free from sexual harassment. While it is not easy to define precisely what types of conduct could constitute sexual harassment, examples of prohibited behavior include unwelcome sexual advances, requests for sexual favors, obscene gestures, displaying sexually graphic magazines, calendars, or posters, sending sexually explicit e-mails or text messages, and other verbal or physical conduct of a sexual nature, such as uninvited touching of a sexual nature, or sexually related comments. Depending upon the circumstances, improper conduct also can include sexual joking, vulgar or offensive conversation or jokes, commenting about an employee's physical appearance, conversation about your own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her gender which is sufficiently severe or pervasive to create an unprofessional and hostile working environment.

If the employee feels that he or she has been subjected to conduct which violates this policy, the employee should immediately report the matter to their immediate supervisor. If unable for any reason to contact this person, or if the employee has not received a satisfactory response within five (5) business days after reporting any incident of perceived harassment, the employee should contact Human Resources. If the person toward whom the complaint is directed is an individual indicated above, the employee should contact any higher-level manager in his or her reporting hierarchy. Every report of perceived harassment will be fully investigated and corrective action will be taken where appropriate. All complaints will be kept confidential to the extent possible, but confidentiality cannot be guaranteed. In addition, the Company will not allow any form of retaliation against individuals who report unwelcome conduct to management or who cooperate in the investigations of such reports in accordance with this policy. If an employee feels that he or she has been subjected to any such retaliation, the employee should report it in the same manner in which a claim of perceived harassment would be reported under this policy. Violation of this policy including any improper retaliatory conduct will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

## **1-5 Drug-Free and Alcohol-Free Workplace**

To help ensure a safe, healthy, and productive work environment for our employees and others, to protect Company property, and to ensure efficient operations, the Company has adopted a policy of maintaining a workplace free of drugs and alcohol. This policy applies to all employees and other individuals who perform work for the Company.

The unlawful or unauthorized use, abuse, solicitation, theft, possession, transfer, purchase, sale, or distribution of controlled substances, drug paraphernalia, or alcohol by an individual anywhere on Company premises, while on Company business (whether or not on Company premises), or while representing the Company is strictly prohibited. Employees and other individuals who work for the Company are prohibited from reporting to work or working while they are using or under the influence of alcohol or any controlled substances, which may impact an employee's ability to perform his or her job or otherwise pose safety concerns, except when the use is pursuant to a licensed medical practitioner's instructions and the licensed medical practitioner authorized the employee or individual to report to work. However, this does not extend any right to report to work under the influence of medical marijuana or to use medical marijuana as a defense to a positive drug test, to the extent an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.





Any employee who is reasonably suspected of violating this policy may be required to undergo a test to determine the presence of alcohol, prohibited substances, and/or their metabolites. Refusing to undergo a required test, attempting to impair the validity of the sample or test rules, or failing to provide a satisfactory sample for testing, will be treated as a positive test result. Each educational institution maintains the right to request drug/alcohol testing as part of their requirements to work in their facilities. Violation of this policy will result in disciplinary action, up to and including discharge.

The Company maintains a policy of non-discrimination and will endeavor to make reasonable accommodations to assist individuals recovering from substance and alcohol dependencies, and those who have a medical history which reflects treatment for substance abuse conditions. However, employees may not request an accommodation to avoid discipline for a policy violation. We encourage employees to seek assistance before their substance abuse or alcohol misuse renders them unable to perform the essential functions of their jobs, or jeopardizes the health and safety of any Company employee, including themselves.

## **1-6 Violence Prevention**

EDUStaff, LLC is strongly committed to preventing workplace violence and providing a safe work environment. The purpose of this policy is to minimize the risk of personal injury to employees, students, and educational institution staff, and to minimize damage to Company, educational institution, and personal property.

We do not expect employees to become experts in psychology or to physically subdue a threatening or violent individual. Indeed, we specifically discourage employees from engaging in any physical confrontation with a violent or potentially violent individual. However, we do expect and encourage employees to exercise reasonable judgment in identifying potentially dangerous situations. All suspicious individuals or activities should be reported as soon as possible to a supervisor at the educational institution. Do not place yourself in peril. If you see or hear a commotion or disturbance near you, do not try to intercede or see what is happening.

Experts in the mental health profession state that prior to engaging in acts of violence, troubled individuals often exhibit one or more of the following behaviors or signs: over-resentment, anger and hostility; extreme agitation; making ominous threats such as bad things will happen to a particular person, or a catastrophic event will occur; sudden and significant decline in work performance; irresponsible, irrational, intimidating, aggressive, or otherwise inappropriate behavior; reacting to questions with an antagonistic or overtly negative attitude; discussing weapons and their use, and/or brandishing weapons in the workplace; overreacting or reacting harshly to changes in Company policies and procedures; personality conflicts with co-workers; obsession or preoccupation with a co-worker or Supervisor; attempts to sabotage the work or equipment of a co-worker; blaming others for mistakes and circumstances; or demonstrating a propensity to behave and react irrationally.

**Prohibited Conduct:** Threats, threatening language, or any other acts of aggression or violence made toward or by any Company employee WILL NOT BE TOLERATED. For purposes of this policy, a threat includes any verbal or physical harassment or abuse, any attempt at intimidating or instilling fear in others, menacing gestures, flashing of weapons, stalking or any other hostile, aggressive, injurious, or destructive action undertaken for the purpose of domination or intimidation.

EDUStaff recognizes that there are state laws regarding weapon permits, including concealed weapon permits. However, EDUStaff prohibits its employees from possessing any weapons, firearms, and other dangerous or hazardous devices or substances on an educational institution's premises regardless of any permit obtained by the employee.



**Procedures for Reporting a Threat:** All potentially dangerous situations including threats by co-workers or an individual at an educational institution should be reported immediately to the educational institution's administration/office and/or Human Resources. Reports of threats may be maintained as confidential to the extent that maintaining confidentiality does not impede the ability to investigate and respond to the complaint. All threats will be promptly investigated. All employees must cooperate with all investigations. No employee will be subjected to retaliation, intimidation, or disciplinary action as a result of reporting a threat in good faith under this policy.

If the Company determines, after an appropriate good faith investigation, that someone has violated this policy, the Company will take swift and appropriate corrective action.

If an employee is the recipient of a threat made by an outside party, that employee should follow the steps detailed in this section. It is important for us to be aware of any potential danger to our employees. Indeed, we want to take effective measures to protect everyone from the threat of a violent act by an employee or by anyone else.

### **1-7 Immigration Law Compliance**

We are committed to employing only United States citizens and aliens who are authorized to work in the United States. EDUStaff does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form if they have not completed an I-9 with the Company within the past three years, or if their previous I-9 is no longer retained or valid.

Employees with questions or seeking more information on immigration law issues are encouraged to contact Human Resources. Employees may raise questions or complaints about immigration law compliance without fear of reprisal.

### **1-8 Non-Disclosure/Confidentiality**

Employees may have access to “confidential information” during the course of their employment including, but not limited to, the following examples: computer processes, computer programs and codes, financial data, or other non-public proprietary Company and/or educational institution information. Employees may also have access to student data and records.

Under FERPA (Family Educational Rights and Privacy Act) each student’s records will be kept in a confidential file. The information in a student’s record will be available for review only by the parents or legal guardian of the student, adult student (eighteen years of age or older), and those authorized by federal and state law and educational institution regulations. The school secretary or registrar is the Custodian of Records and is responsible for the supervision of student records at the school.

Employees who improperly use or disclose “confidential” and/or educational information will be subject to corrective action, per the Company policy, and legal action, even if they do not actually benefit from the disclosed information.



**Use of “Confidential Information”:** Any employee given access to confidential information must have a legitimate "need to know," and are expected to:

- Hold the information in confidence and take reasonable precautions to protect such confidential information.
- Not disclose any such confidential information, or any information derived therefrom to any third person for any purpose, other than those in conjunction with the business activities requested of us, unless otherwise permitted or required by law.

**Return of “Confidential Information”:** Upon conclusion of assignment or termination of employment, employees are required to return, to the Company and/or educational institution, all documents and property of EDUStaff or an educational institution including but not limited to: reports, manuals, correspondence, computer programs, and all other materials and all copies relating in any way to EDUStaff’s or the educational institution’s business, or in any way obtained during the course of assignment and/or employment.

**Retention/Disposal of “Confidential Information”:** Employees are required to take reasonable measures to protect confidential data from loss, misuse, unauthorized access or disclosure, alteration, or destruction. Any employee that generates “confidential information” should take responsibility for shredding those materials that are not kept for storage.

## **Section 2 – Operational Policies**

### **2-1 Employee Classifications**

For purposes of this handbook, all employees fall within one of the classifications below:

**Regular:** Employees who are hired to be a non-substitute employee for a specific educational institution. These employees may hold a contract through EDUStaff to perform a certain job function working up to 40 hours a week, on a salary or hourly basis. These employees may or may not be offered sponsored benefits through their educational institution.

**Substitute on call:** Employees who are working when needed, when they choose, and can work with limited notice. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are ineligible for any company or educational institution sponsored benefits. They are eligible to participate in an employee-paid MEC health plan.

**Part-time:** Employees assigned to a specific educational institution/building to work a position with scheduled hours on a weekly basis. Part-time employees are not eligible for company or educational institution sponsored benefits, but do receive legally mandated benefits, and are eligible to participate in an employee-paid MEC health plan.

**Seasonal assignment:** Employees such as coaches or adjunct professors who work for a period of time on an as needed basis by the educational institution and may or may not be under contract. While they do receive all legally mandated benefits (such as Social Security and Workers' Compensation Insurance), they are ineligible for any company or educational institution sponsored benefits, although they are eligible to participate in an employee-paid MEC health plan.

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as non-exempt can receive overtime



pay and they are paid for the hours they work. If an employee is going to be "exempt" they will be notified of this upon hire, otherwise, employees are considered "non-exempt."

## **2-2 Your Employment Records**

The employee must keep his or her personnel file (Access account) current by updating their Access account online (<https://access.edustaff.org>) and/or informing a Customer Service Representative of any changes. Email addresses are required to be current and valid as email is the method of communication EDUStaff mainly uses. The employee must inform a Customer Service Representative of any changes to their permit or teaching certificate, as well as any changes to their citizenship status. Unreported changes of address, marital status, etc. can affect withholding tax and benefit coverage. Further, an "out of date" emergency contact or an inability to reach the employee in a crisis could cause a severe health or safety risk or other significant problem.

## **2-3 Your Paycheck**

Employees will be paid bi-weekly for all the time worked during the past pay period.

Payroll stubs itemize deductions made from gross earnings. By law, the Company is required to make deductions for Social Security, federal income tax, and any other appropriate taxes. These required deductions also may include any court-ordered garnishments. Payroll stubs also will differentiate between regular pay and overtime pay received.

If there is an error in an employee's pay, the employee should bring the matter to the attention of Payroll Department immediately so the Company can resolve the matter quickly and amicably.

Paychecks will be direct deposited into a bank account provided by the employee in their personnel file or deposited to a pay card which is/was mailed to the address provided by the employee in their personnel file.

## **Section 3 – Benefits**

### **3-1 Benefits Overview**

**Voluntary 401(K) Plan:** The EDUStaff voluntary 401(K) plan is available to all new and existing employees. This is an opportunity to redirect earnings to a savings plan based on mutual fund investments on a pre-tax basis. An employee can enroll in this plan immediately upon approval of employment or any time thereafter. There are rules regarding contribution limits and amounts. Please visit our website under the "Benefits Tab" on your Access account. EDUStaff does not offer a company matching contribution.

**Medical Minimum Essential Coverage (MEC) Plan:** EDUStaff offers a basic "MEC" plan for all employees. This plan meets the requirement for carrying coverage mandated by the Affordable Care Act. It is a preventative only plan. Please visit the EDUStaff website and view this information and eligibility requirements under the "Benefits Tab" on your Access account.

**Other Coverage:** EDUStaff also provides staffing services to certain educational institutions who employ "regular" (see Employee Classifications) employed individuals for certain employee types/segments. Some of these employee types are offered educational institution sponsored benefits, such as medical, dental, vision, and other group-based products. If you are employed in one of these segments, you will be given an informational packet concerning these benefit options and applicable enrollment documentation.



This section merely highlights certain aspects of the applicable plans for general information only. The details of those plans are spelled out in the official plan documents, which are available for review upon request from Human Resources. Additionally, the provisions of the plans, including eligibility and benefits provisions, are summarized in the summary plan descriptions ("SPDs") for the plans (which may be revised periodically). In the determination of benefits and all other matters under each plan, the terms of the official plan documents shall govern over the language of any descriptions of the plans, including the SPDs and this handbook.

Further, EDUStaff, LLC (including the officers and administrators who are responsible for administering the plans) retains full discretionary authority to interpret the terms of the plans, as well as full discretionary authority with regard to administrative matters arising in connection with the plans and all issues concerning benefit terms, eligibility, and entitlement.

While the Company intends to maintain these employee benefits, it reserves the absolute right to modify, amend, or terminate these benefits at any time and for any reason.

If employees have any questions regarding benefits, they should contact Human Resources.

### **3-2 Workers' Compensation**

On-the-job injuries are covered by our Workers' Compensation insurance policy, which is provided at no cost. If an employee is injured on the job, no matter how slightly, they must report the incident immediately to the location where the injury took place and complete an EDUStaff First Report of Injury form. Failure to follow Company procedures may affect the ability of the employee to receive Workers' Compensation benefits.

This is solely a monetary benefit and not a leave of absence entitlement. Employees who need to miss an extended amount of work days due to a workplace injury should also request a formal leave of absence. See the Leave of Absence section of this handbook for more information.

### **3-3 Compensation**

Work schedules may fluctuate for each employee based on the employee type and the type of job accepted. Please be aware that each individual educational institution sets its own rate of pay per employee type. It is the policy of EDUStaff to accurately compensate its employees and to do so in compliance with all applicable state and federal laws and regulations.

A confirmation number is required in order to receive compensation for each assignment completed (automated dispatch system users only).

Throughout the academic year, educational institutions may request a substitute teacher to work in one position for an extended number of days, called a long-term assignment. Working for several educational institutions, in different assignments, for any number of consecutive days is not considered a long-term assignment. If an educational institution provides a pay increase after a certain number of days, it is the duty of the employee to keep track of the number days and contact the educational institution when the specific day is reached. EDUStaff does not have the ability to change rate of pay on behalf of the employee, it must come from the educational institution.

EDUStaff works closely with the educational institutions to post compensation rates on our website, although from time to time the educational institutions may provide certain enhanced pay rates and bonus structures for



individuals or employee types on an as needed basis to help enhance fill rates and “exceptionalism in the classroom.”

**Non-Exempt Employees:** Employees that are classified as “non-exempt” may not work any hours outside of their scheduled work day unless either EDUStaff or the educational institution has authorized the unscheduled work in advance. Non-exempt employees may not perform any extra or overtime work unless they are authorized to do so and report that time to the educational institution and EDUStaff. Non-exempt employees are prohibited from performing any “off-the-clock” work (work an employee may perform but fails to report). Any non-exempt employee who fails to report or inaccurately reports the hours actually worked will be subject to disciplinary action, up to and including discharge.

**Exempt Employees:** Employees that are classified as “exempt” will receive a base salary which is intended to compensate them for all hours that they may work for the Company. This base salary will be established at the time of hire or when the employee becomes classified as “exempt.” While it may be subject to review and modification over the course of employment, the base salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work they perform. Exempt employees will receive their full base salary for any workweek in which work is performed (except for the first or last week of employment in the event they work less than a full week). Under federal law, however, the base salary is subject to certain deductions.

### **3-4 Unemployment**

If an active EDUStaff employee is considering filing for unemployment benefits, he/she must first attempt to increase the amount of obtainable work by adding additional educational institutions and/or employee types to his/her Access account. If such an active EDUStaff employee needs help, he/she should call EDUStaff and a representative will offer advice and suggestions on obtaining more assignments. The representative may also be able to assist the employee in finding suitable offers of work. Such work may only be available for the time when the educational institution is in session.

EDUStaff does not offer assignments during holidays, spring breaks, and in between regular academic years, unless otherwise disclosed. All work is on an “at will” basis with no guarantee of a minimum amount of work. EDUStaff may protest unemployment benefit claims. Per previous unemployment rulings, lack of work is not good cause for separation. Eligibility to receive benefits is determined by the unemployment agency, not EDUStaff.

## **Section 4 – Leaves of Absence**

### **4-1 Military Leave**

If employees are called into active military service or enlist in the uniformed services, they will be eligible to receive an unpaid military leave of absence. To be eligible for military leave, employees must provide management with advance notice of service obligations unless they are prevented from providing such notice by military necessity or it is otherwise impossible or unreasonable to provide such notice. Provided the absence does not exceed applicable statutory limitations, employees will retain reemployment rights and accrue seniority and benefits in accordance with applicable federal and state laws. Employees should ask Human Resources for further information about eligibility for Military Leave.



If employees are required to attend yearly Reserves or National Guard duty, they can apply for an unpaid temporary military leave of absence not to exceed the number of days allowed by law (including travel). They should give management as much advance notice of their need for military leave as possible so that we can maintain proper coverage while employees are away.

Please refer to your state specific Addendum in the back of this handbook for possible other provisions to this leave.

## 4-2 Family and Medical Leave (FMLA)

**The Leave Policy:** Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA). This policy provides employees information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources.

- I. Eligibility:** FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must:
- have been employed by the Company for at least 12 months (which need not be consecutive)
  - have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave
  - be employed at a worksite where 50 or more employees are located within 75 miles of the worksite

**II. Entitlements:** As described below, the FMLA provides eligible employees with a right to leave, retain health insurance benefits, and, with some limited exceptions, job restoration.

**A. Basic FMLA Leave Entitlement:** The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, 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, son, daughter, or parent (but not in-law) who has a **serious health condition**
3. For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job
4. Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

A **serious health condition** is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a



regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

**Qualifying exigencies** may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, caring for the parents of the military member on covered active duty and attending post-deployment reintegration briefings.

**B. Additional Military Family Leave Entitlement (Injured Service member Leave):** In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent, or next of kin of a **covered service member** is entitled to take up 26 weeks of leave during a single 12-month period to care for the service member with a **serious injury or illness**. Leave to care for a service member shall only be available during a single 12-month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service member.

A "**covered service member**" is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status or is on the temporary retired list, for a serious injury or illness. These individuals are referred to in this policy as "current members of the Armed Forces." **Covered service members** also include a veteran who is discharged or released from military services under condition other than dishonorable at any time during the five years preceding the date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation or therapy for a **serious injury or illness**. These individuals are referred to in this policy as "covered veterans."

The FMLA definitions of a "**serious injury or illness**" for current Armed Forces members and covered veterans are distinct from the FMLA definition of "serious health condition" applicable to FMLA leave to care for a covered family member.

**C. Intermittent Leave and Reduced Leave Schedules:** FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service member. Qualifying exigency leave also may be taken on an intermittent basis.

**D. No Work While on Leave:** The taking of another job while on family/medical leave is grounds for immediate discharge, to the extent permitted by law.

**E. Protection of Group Health Insurance Benefits:** During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

**F. Restoration of Employment and Benefits:** At the end of FMLA leave, subject to some exceptions including situations where job restoration of "key employees" will cause the Company substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. The Company will notify employees if they qualify as "key employees," if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave





will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee's FMLA leave.

**G. Notice of Eligibility for, and Designation of, FMLA Leave:** Employees requesting FMLA leave are entitled to receive written notice from the Company telling them whether they are eligible for FMLA leave and, if not eligible, the reasons why they are not eligible. When eligible for FMLA leave, employees are entitled to receive written notice of: 1) their rights and responsibilities in connection with such leave; 2) Company's designation of leave as FMLA-qualifying or non-qualifying, and if not FMLA-qualifying, the reasons why; and 3) the amount of leave, if known, that will be counted against the employee's leave entitlement.

The Company may retroactively designate leave as FMLA leave with appropriate written notice to employees provided the Company's failure to designate leave as FMLA-qualifying at an earlier date did not cause harm or injury to the employee. In all cases where leaves qualify for FMLA protection, the Company and employee can mutually agree that leave be retroactively designated as FMLA leave.

### III. Employee FMLA Leave Obligations

**A. Provide Notice of the Need for Leave:** Employees who take FMLA leave must timely notify the Company of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. **Content of Employee Notice:** To trigger FMLA leave protections, employees must inform their Supervisor and/or Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:
  - a medical condition renders them unable to perform the functions of their job
  - they are pregnant or have been hospitalized overnight
  - they or a covered family member are under the continuing care of a health care provider
  - the leave is due to a qualifying exigency caused by a military member being on covered active duty or called to covered active duty status to a foreign country
  - if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service member with a serious injury or illness

Calling in "sick," without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to the Company's questions to determine if absences are potentially FMLA-qualifying.

If employees fail to explain the reasons for FMLA leave, the leave may be denied. When employees seek leave due to FMLA-qualifying reasons for which the Company has previously provided FMLA-protected leave, they must specifically reference the qualifying reason for the leave or the need for FMLA leave.

2. **Timing of Employee Notice:** Employees must provide 30 days' advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide the Company notice of the



need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days' notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

**B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers to Alternative Positions) and Intermittent Leave or Reduced Leave Schedules:** When planning medical treatment, employees must consult with the Company and make a reasonable effort to schedule treatment so as not to unduly disrupt the Company's operations, subject to the approval of an employee's health care provider. Employees must consult with the Company prior to the scheduling of treatment to work out a treatment schedule that best suits the needs of both the Company and the employee, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, the Company may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

When employees take intermittent or reduced work schedule leave for foreseeable planned medical treatment for the employee or a family member, including during a period of recovery from a serious health condition or to care for a covered service member, the Company may temporarily transfer employees, during the period that the intermittent or reduced leave schedules are required, to alternative positions with equivalent pay and benefits for which the employees are qualified and which better accommodate recurring periods of leave.

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request, employees must advise the Company of the reason why such leave is medically necessary. In such instances, the Company and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting the Company's operations, subject to the approval of the employee's health care provider.

**C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave):** Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification** and a **return to work/fitness for duty certification**.

It is the employee's responsibility to provide the Company with timely, complete and sufficient medical certifications. Whenever the Company requests employees to provide FMLA medical certifications, employees must provide the requested certifications within 15 calendar days after the Company's request, unless it is not practicable to do so despite an employee's diligent, good faith efforts. The Company will inform employees if submitted medical certifications are incomplete or insufficient and provide employees at least seven calendar days to cure deficiencies. The Company will deny FMLA leave to employees who fail to timely cure deficiencies or otherwise fail to timely submit requested medical certifications.

With the employee's permission, the Company (through individuals other than an employee's direct supervisor) may contact the employee's health care provider to authenticate or clarify completed and sufficient medical certifications. If employees choose not to provide the Company with authorization allowing it to clarify or authenticate certifications with health care providers, the Company may deny FMLA leave if certifications are unclear.



Whenever the Company deems it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

- 1. Initial Medical Certifications:** Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days' notice of medical leave, they should submit the medical certification before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

If the Company has reason to doubt initial medical certifications, it may require employees to obtain a second opinion at the Company's expense. If the opinions of the initial and second health care providers differ, the Company may, at its expense, require employees to obtain a third, final and binding certification from a health care provider designated or approved jointly by the Company and the employee.

- 2. Medical Recertification:** Depending on the circumstances and duration of FMLA leave, the Company may require employees to provide recertification of medical conditions giving rise to the need for leave. The Company will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.
- 3. Return to Work/Fitness for Duty Medical Certifications:** Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide the Company with medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. The Company may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

**D. Submit Certifications Supporting Need for Military Family Leave:** Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

When leave is taken to care for a covered service member with a serious injury or illness, the Company may require employees to obtain certifications completed by an authorized health care provider of the covered service member. In addition, and in accordance with the FMLA regulations, the Company may request that the certification submitted by employees set forth additional information provided by the employee and/or the covered service member confirming entitlement to such leave.



**E. Substitute Paid Leave for Unpaid FMLA Leave:** Employees may use any accrued paid time while taking unpaid FMLA leave.

The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leave and the paid time will run concurrently with an employee's FMLA entitlement.

Leaves of absence taken in connection with a disability leave plan or workers' compensation injury/illness shall run concurrently with any FMLA leave entitlement. Upon written request, the Company will allow employees to use accrued paid time to supplement any paid disability benefits.

**F. Pay Employee's Share of Health Insurance Premiums:** During FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless the Company notifies employees of other arrangements, whenever employees are receiving pay from the Company during FMLA leave, the Company will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working.

If FMLA leave is unpaid, employees must pay their portion of the group health premium through a method determined by the Company upon leave.

The Company's obligation to maintain health care coverage ceases if an employee's premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the Company will send a letter notifying the employee that coverage will be dropped on a specified date unless the co-payment is received before that date. If employees do not return to work within 30 calendar days at the end of the leave period (unless employees cannot return to work because of a serious health condition or other circumstances beyond their control), they will be required to reimburse the Company for the cost of the premiums the Company paid for maintaining coverage during their unpaid FMLA leave. If you fail to make the required contributions and health care coverage is terminated, you will be allowed to continue coverage under COBRA.

Non-health benefits will not be continued during a FMLA leave, although in certain circumstances, disability benefits or workers' compensation benefits may be available during FMLA leave.

Employees on FMLA leave will not receive pay for holidays while they are on leave.

**IV. Questions and/or Complaints about FMLA Leave:** If you have questions regarding this FMLA policy, please contact Human Resources. The Company is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

The FMLA makes it unlawful for employers to: 1) interfere with, restrain or deny the exercise of any right provided under FMLA; or 2) discharge or discriminate against any person for opposing any practice made unlawful by FMLA or involvement in any proceeding under or relating to FMLA. If employees believe their FMLA rights have been violated, they should contact Human Resources immediately. The Company will investigate any FMLA complaints and take prompt and appropriate remedial action to address and/or remedy any FMLA violation. Employees also may file FMLA complaints with the United States Department of Labor or may bring private lawsuits alleging FMLA violations.

**V. Coordination of FMLA Leave with Other Leave Policies:** The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave



rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

## **Section 5 – General Standards of Conduct**

### **5-1 Standards of Conduct**

EDUStaff, LLC expects all employees to conduct themselves in a professional manner, perform accepted work duties, follow established work hours and rules, and comply with all policies of the Company and the educational institutions. You are responsible for adhering to EDUStaff's standards of conduct which emphasize honesty, common sense, and fair play, as well as personal and professional integrity, in all activities.

When working within a partnering district, EDUStaff employees shall maintain a student-centered, educational focus, and refrain from sharing personal opinions or beliefs which a student could construe as offensive, disparaging, or unduly influencing or persuasive on a sensitive subject. This includes, but is not limited to, sensitive topics such as religion, politics, current events, race, color, national origin, age, sex, gender identity, sexual orientation, and disabilities.

Employees are expected to perform their work according to established standards of performance, safety, and efficiency, and minimize the potential of injury to self and others. Unacceptable conduct with regard to performance, violation of EDUStaff/educational institution policy, and disregard for EDUStaff's/educational institutions' interests may result in corrective action, up to and including discharge, at EDUStaff's sole discretion.

Because everyone may not have the same idea about proper workplace conduct, it is helpful to adopt and enforce rules all can follow. The following are examples of some, but not all, conduct which could be considered unacceptable:

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing any educational institutions, EDUStaff's, or other staff/student's property.
3. Disclosing any confidential information of an educational institution, a student/staff, or EDUStaff, LLC.
4. Completing another employee's time records or falsifying your own.
5. Violation of safety rules or policies.
6. Violation of drug or alcohol policies.
7. Fighting, threatening, or disrupting the work of others or other violations of violence policies.
8. Failure to follow lawful instructions of an educational institution.
9. Failure to perform accepted job duties.
10. Violation of punctuality or attendance policies, including but not limited to irregular attendance, habitual lateness, late/frequent cancellations, and unexcused (no call/no show) absences.
11. Gambling on any educational institution/Company property.
12. Willful or careless destruction, misuse, or damage to educational institution/Company assets or to the equipment/possessions of another individual.
13. Wasting work materials or using for personal use.
14. Performing work of a personal nature during working time.
15. Violation of solicitation or distribution policies.
16. Violation of harassment or equal employment opportunity policies.



17. Violation of communication or computer systems policies.
18. Unsatisfactory job performance.
19. Bringing firearms, weapons, or any other hazardous or dangerous devices onto educational institution/Company property or possessing same while engaged in educational institution/Company business.
20. Sharing personal opinions in any manner which can be construed as offensive, influencing, persuasive, or unsolicited.
21. Violation of conflict of interest policies
22. Any other violation of educational institution/Company policies.

Obviously, not every type of misconduct can be listed. Note that all employees are employed at will, and EDUStaff, LLC reserves the right to impose whatever discipline it chooses, or none at all, in a particular instance. EDUStaff will deal with each situation individually and nothing in this handbook should be construed as a promise of specific treatment in a given situation.

The observance of these rules will help to ensure that our employees and the educational institutions we serve remain safe and desirable places to work. If you are in doubt about a rule or policy, it is your responsibility to request an explanation from Human Resources.

## **5-2 Punctuality and Attendance**

Employees are hired to perform important roles in the educational institutions we serve. Others are relying on you to keep your commitments and adhere to the required hours of the positions you are accepting. Therefore, attendance and punctuality are very important. Unreported absences (no call/no shows), late/last minute cancellations, and lateness put our educational institutions in a very difficult position. We expect excellent attendance from all employees. Excessive absenteeism or tardiness will result in disciplinary action up to and including discharge.

We do recognize, however, there are times when absences and tardiness cannot be avoided. In such cases, employees are expected to notify the job location/educational institution, and if applicable, cancel the job in the automated dispatch system as early as possible, but no later than the start of the accepted position.

Unreported absences of three (3) consecutive work days generally will be considered a voluntary resignation of employment with EDUStaff, LLC.

“Prep periods” are generally not given during a typical classroom assignment. It is expected employees actively work the entire duration of their assignment. A “prep period” should not be expected as there may be additional needs as directed by the school personnel. You may be asked to fill in where needed throughout the day. We ask that this is accommodated by our employees as much as possible.

## **5-3 Computer/Internet Acceptable Use**

The use of educational institution/Company technology is a privilege and not a right. Depending upon location, an educational institution may require the contracted employee to sign a site-specific technology agreement policy. The educational institution may deny, restrict, revoke, or suspend specific user accounts at any time. The use of the educational institution’s technology is intended for educational purposes only and is limited to job specific functions. Personal use of the educational institution’s technology is prohibited. Any account user must preserve the privacy and personal safety of the students. EDUStaff and the educational institution have the



right, but not the obligation, to examine the content of users' documents, email, voice mail, or internet history/use.

Unauthorized duplication of any copyrighted computer software violates the law and is strictly prohibited. In addition, no employee may access, or attempt to obtain access to, another employee's computer systems without appropriate authorization. Violators of this policy may be subject to disciplinary action, up to and including discharge.

#### **5-4 Use of Social Media**

EDUStaff, LLC respects the right of any employee to maintain a blog or web page or to participate in social media/networking platforms, including but not limited to Facebook, Snapchat, Instagram, Twitter, and LinkedIn. However, to protect Company interests and ensure employees focus on their job duties, employees must adhere to the rules outlined here.

Employees may not post on a blog or web page or participate on a social media/networking platform during work time or at any time using Company/educational institution equipment or property.

All rules regarding confidential and proprietary business information apply in full to blogs, web pages, and social media/networking platforms. Any information which cannot be disclosed through a conversation, a note, or an email also cannot be disclosed in a blog, web page, or social media/networking platform. Discussing confidential information or posting derogatory/disparaging comments is prohibited.

Whether an employee is posting something on his or her own blog, web page, social media/networking platform, or someone else's, if the employee mentions the Company/educational institution and also expresses either a political opinion or an opinion regarding the Company's/educational institution's actions that could pose an actual or potential conflict of interest with the Company/educational institution, the poster must include a disclaimer. The poster should specifically state that the opinion expressed is his/her personal opinion and not the Company's/educational institution's position. This is necessary to preserve the Company's/educational institution's good will in the marketplace.

It is strictly prohibited to use profanity, crude humor, or disparaging remarks that reasonably could be viewed as malicious, obscene, threatening, or intimidating (such as posts which include discriminatory remarks/content, harassment, threats of violence, or similar inappropriate or unlawful conduct) on the Internet. All employees shall refrain from posting information regarding an educational institution's specific employees or policies. Should defamation of the company or its educational partners be exercised, swift discipline shall be enforced.

Also, when using social media/networking platforms, it is strictly prohibited to befriend, follow, message, or otherwise connect with or contact students (unless *required* by specific assignment or position).

EDUStaff, LLC encourages all employees to keep in mind the speed and manner in which information posted on a blog, web page, and social media/networking platform is received and often misunderstood by readers. Employees with any questions should review the guidelines above and/or consult with Human Resources. Violators of this policy will be subject to discipline, up to and including discharge.



## 5-5 Personal Phone and Computer Use

EDUStaff employees are only to use the educational institutions assigned or available electronic equipment for business purposes and only during working time. Personal phones and mobile devices must be on silent or turned off during working time. You must notify your assigned supervisor, or an EDUStaff representative, in the event of any personal emergency which may require you to respond to a call/text/email throughout the day. You may use your personal cell phone or mobile device during any allotted break or lunch period, providing the period is not in the presence of students or in designated “no cell phone” areas.

When working in a classroom, there will often be a computer available for use. The educational institution’s computer may be used for educational purposes only and not for personal use. Refrain from any activity which includes obscene, pornographic, profane, abusive, defamatory, derogatory, discriminatory, or illegal content, or any activity which violates the educational institution and/or EDUStaff’s policies. EDUStaff and the contracted site has the right, but not the obligation, to examine the content of the users’ documents or email or track websites visited by users.

Under no circumstances should an employee take a picture/video of a student(s) for any reason. Failure to comply with this will be subject to disciplinary action, up to and including discharge.

## 5-6 Inspections

EDUStaff, LLC reserves the right to require employees while on Company property, or on educational institution property, to agree to the inspection of their persons, personal possessions and property, personal vehicles parked on Company or educational institution property, and work areas. This includes lockers, vehicles, desks, cabinets, work stations, packages, handbags, briefcases, and other personal possessions or places of concealment, as well as personal mail sent to the Company or to an educational institution. Employees are expected to cooperate in the conduct of any search or inspection.

## 5-7 Tobacco Use

EDUStaff employees may not use any tobacco products on any Company or educational institution property. Doing so may not only subject the employee to discipline, up to and including discharge, but it may also be a misdemeanor.

### “Using” a tobacco product means:

- Carrying a lighted cigar, cigarette, pipe, or other lighted or electronic smoking device.
- Inhaling or chewing of a tobacco product.
- Placing a tobacco product within a person’s mouth.

## 5-8 Solicitation and Distribution

EDUStaff prohibits the solicitation, distribution, and posting of materials on or at an educational institution, except as may be permitted by this policy. The sole exception to this policy is charitable and community activities supported by the educational institution. Distribution of literature of any kind on the educational institution’s premises is prohibited at any time. Employees may not solicit other individuals (including educational institution staff or students) during work times.

## 5-9 Confidential Information

EDUStaff may collect your social security number (SSN), or other personal information, as a part of the pre-application process. If more than four digits of an EDUStaff employee’s SSN is displayed, it must be kept out of





public display. Any account number that is created cannot contain more than four sequential digits of a SSN. EDUStaff employees shall not store any SSN on any unsecure electronic device(s). Disposal of any material containing more than four digits of a SSN will be shredded in compliance with state and federal laws.

## **5-10 Conflict of Interest**

It is EDUStaff's policy that employees, and others acting on EDUStaff's behalf, must be free from conflicts of interest that could adversely influence their judgment, objectivity, or loyalty to the company in conducting EDUStaff business activities and assignments. A conflict of interest occurs when an employee is involved in multiple interests. One of these interests could possibly corrupt the motivation for an act in the other. EDUStaff requests that all employees refrain from any conflict of interest involving EDUStaff, educational institutions and their personnel, and students. When in doubt if an activity meets our ethical standards, check with Human Resources.

## **5-11 Educational Institution Property**

Anything that is deemed to be the educational institution's property (i.e. records, supplies, equipment) should be kept on the educational institution's grounds at all times. No key/pass/I.D. should be duplicated without authorization. As an EDUStaff employee you are responsible for the appropriate maintenance and care of the educational institution's property during your accepted assignment. If you lose, damage, destroy, or otherwise render not usable the educational institution's property, you may be financially responsible for the repair or replacement of that property. It is your responsibility to return all such property at the end of the accepted assignment.

## **5-12 Health and Safety**

EDUStaff expects each employee to learn and recognize the hazards of each job, as well as the specific safety rules and procedures for an accepted assignment. Unsafe and careless acts are against Company policy, avoid them, and report anyone who engages in them.

Employees are expected to use common sense regarding health and safety. Here are some common guidelines that apply to every employee:

- Hand washing, when done properly, is one of the best ways to avoid getting sick and can significantly reduce the spread of infectious diseases. Good hand washing techniques include washing your hands with soap and water or using an alcohol-based hand sanitizer. Inadequate hand hygiene can contribute to food-related illnesses, such as salmonella, and E-Coli infection.
- Do not perform any task if you are not physically able to do so safely. For particularly heavy objects, make sure you use proper lifting techniques.
- You may not bring any weapon, alcohol, or illegal drug onto Company or an educational institution's property.
- Report any accident, injury, or illness, no matter how slight, immediately. Don't wait until later in the shift, or the next day, because they must be investigated promptly, if necessary.
- If driving on Company business or for an accepted assignment, wear your seatbelt and observe all rules of the road. Observe parking and traffic regulations. Do not talk on the phone, text message, or engage in similar distracting conduct while driving on the job.

In addition to the foregoing, the following points specifically apply to School Bus Drivers:

- School Bus Driver Safety:
  - Come to work rested and early enough to complete your duties without rushing.



- Wear your seatbelt and observe all rules of the road.
- Observe parking and traffic regulations.
- While driving, do not talk on the phone, text message, or engage in similar distracting conduct.
- Injury Protection:
  - Shoes should cover the entire foot and be secured firmly to avoid slip and fall or injury.
  - Seat adjustment: adjust seat to reduce back and neck strain and fatigue. A properly adjusted seat can help protect you in an emergency situation.
  - Keep the interior of the bus free of dirt and debris, paying close attention to steps and aisles.
  - Don't run or skip steps.
- Management:
  - Count your students as they enter the bus: when students get off the bus, make visual contact with each student that has exited the bus.
  - Take a walk through: if a student is discovered, immediately report to the transportation supervisor the student's name and when you will be returning the student to his/her stop.
  - Never leave students unattended.
  - Post trip inspection: walk all the way to the back of the bus checking for items left behind or students who missed their bus stop.

Employees shall never transport students in their own vehicle as part of carrying out the course of their duties while on assignment with EDUStaff. It is strictly prohibited to have students in your personal vehicle at any time, regardless if the vehicle is operational and/or moving.

### **5-13 Dress and Personal Appearance**

Employees are to dress appropriately for the job assignment being performed and for the type of environment the assignment is performed in. Dressing neatly and caring for personal hygiene are important in maintaining a work environment which is orderly and respectful to others. Appropriate clothing and personal hygiene are indications of good job performance.

Articles of clothing which portray or promote inappropriate or offensive subject matter or behavior are prohibited. For example, this includes any reference to politics, drugs, drug use, sex, violence, obscene language, gang-related colors and designs, and any words or symbols which are derogatory toward protected classifications such as race, sex, religion, or nationality.

We ask our employees who have visible tattoos or body jewelry to use caution when in an educational institution. Understand others may view tattoos and body jewelry as offensive. Please be reminded you are in the presence of students and staff and cover up anything inappropriate. For employees working in food service facilities, hair should be tied back or covered with a hairnet or hat.

***Note: Employees are expected to dress in such a manner that is not deemed as a distraction or disruption to the educational environment. Any violation of this policy may result in discipline, up to and including discharge.***

### **5-14 Publicity/Statements to the Media**

All media inquiries regarding the position of the Company as to any issues must be referred to the President of EDUStaff, LLC. Only the President of EDUStaff, LLC is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President of EDUStaff, LLC, are authorized



to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President of EDUStaff, LLC.

## 5-15 References

EDUStaff, LLC will respond to reference requests through the Human Resources Department. The Company will provide general information concerning the employee such as date of hire, date of discharge, and positions held. Requests for reference information must be in writing, and responses will be in writing. Please refer all requests for references to the Human Resources Department. **Only the Human Resources Department may provide references.**

## 5-16 Professionalism

Society tends to hold certain professions at a higher level of expectation with regards to behavior and professionalism; an educational employee, at any level, is such a profession that is highly scrutinized. EDUStaff upholds and maintains that same level of expectation for its employees. Employees must not engage in conduct that reflects any form of violent, discriminatory, abusive, offensive, demeaning, or otherwise unprofessional message or conduct.

## 5-17 Coaches' Code of Conduct

As an EDUStaff coach, you are expected and required to conduct yourself in an appropriate, professional manner at all times. The role of a coach involves creating and maintaining proper relationships among students, parents, and educational institution employees.

There should be no physical or verbal abuse towards any student, parent, game official, or educational institution employee at any time. Please use good judgment in conducting yourself in conversation and action in all situations. EDUStaff prefers that no physical contact with athletes take place. However, EDUStaff also realizes that some contact between a coach and player may be necessary in order to carry out the requirements of the coaching position. Make sure that any physical contact with an athlete is done in the spirit of coaching and education. This physical contact must take place in public and be witnessed by others.

When entering a locker room of the opposite sex you must ensure that another adult is present (i.e. assistant coach) and is of the same sex as the athletes. Also, in such circumstances, make sure that your entrance into the locker room is announced prior to entry.

All team meetings should be held in a public place and should never be conducted individually by the coach. Never hold a meeting with a student of the opposite sex in a closed-off area. If individual meetings must take place, an assistant coach (of the same sex as the athlete) must be present.

Please keep your relationship with students and athletes appropriate at all times. EDUStaff understands that relationships will be formed and developed with students and athletes during the coaching season, but please make sure that you keep and conduct all relationships strictly as expected in a proper coach/athlete dynamic.

It is strictly prohibited to have students in your personal vehicle at any time, regardless if the vehicle is operational and/or moving. This policy is intended for everyone's protection from any liability concern or professional interpretation which may arise. If at any time there is a need and request by the educational institution for an override to this policy, all parties involved (EDUStaff, the coach, and an appropriate educational



institution representative) must sign an acknowledgement and waiver form prior to any student entering the coach's personal vehicle. Failure to follow this policy constitutes immediate grounds for termination and forfeiture of the coaching position. Any questions concerning this policy should be directed to EDUStaff's Human Resources Department.

If EDUStaff is made aware of a violation of these stated policies or any unprofessional/unacceptable behavior, EDUStaff reserves the right to rescind employment at any time during the coaching season.

### **5-18 Employee Performance Feedback**

Educational institutions may send EDUStaff an Employee Performance Feedback (EPF) form regarding an employee's performance or conduct. Issues raised in the EPF form may be used as a basis to improve your performance. Although EDUStaff must accommodate all exclusion requests upon receipt, we also have a responsibility to make sure our employees are not unfairly excluded. If an EPF form is submitted regarding your performance or conduct, EDUStaff will notify you of the feedback and possible exclusions via email. You may reply to that email with your version of events, but a reply is not required. Do not contact the educational institution or any of its staff directly. If deemed necessary, EDUStaff will advocate for you with the educational institution. Additionally, any violations of EDUStaff policies identified in the EPF form may lead to discipline, up to and including discharge.

### **5-19 If You Must Leave Us**

Should an employee decide to leave EDUStaff, we ask that he or she provide a written notice via email to [contact@edustaff.org](mailto:contact@edustaff.org). All educational institution property must be returned to the proper location upon separation. As noted previously, all employees are employed at will and nothing in this handbook changes that status.

## **Section 6 – Employment**

### **6-1 Reasonable Assurance**

EDUStaff provides employees with a notification of reasonable assurance at the end of every academic year sent to the employee's email on file. This notice provides reasonable assurance of continued employment with EDUStaff in the same or similar capacity after the summer break when school resumes. The fact that you have reasonable assurance may cause any claim submitted to unemployment to be denied. Understand that you may be ineligible for unemployment compensation during any scheduled educational institution breaks as determined by the unemployment agency.

This notice of reasonable assurance is just that, it provides reasonable assurance that you will work again when the break is over, but as previously stated, employment is always on an at will basis. Reasonable assurance is not a contract or promise or guarantee of continued employment with EDUStaff.

### **6-2 Applicant Workshop**

As a part of the application process, EDUStaff conducts an applicant workshop in a central location to the educational institution in which the employee chooses to work. During this workshop, the completed and signed application packet, transcripts if needed, and other supporting documents are collected. For classroom employees, a copy of the Classroom Employee Workbook will be distributed and available online. If you have



any questions regarding the Classroom Employee Workbook please contact [SubTalk@EDUStaff.org](mailto:SubTalk@EDUStaff.org) for more information.

### **6-3 Certification/License Updates**

EDUStaff must be informed of all changes to your teacher certification/license status. It is the employee's responsibility to maintain and update the accuracy of such records with EDUStaff. In the event that such an update warrants a pay increase, the increase will only occur after EDUStaff has received and updated the employee record. After EDUStaff has processed a certification/license change, pay increases will become effective with the next automated dispatch system upload (if applicable).

### **6-4 Global Compliance Network (GCN) Training**

EDUStaff requires each employee to complete GCN training, specific to each employee type they choose. GCN training modules are online tutorials that provide information regarding job related situations, functions, and requirements. This GCN training is mandatory for all EDUStaff employees. If you have completed the training modules for previous employment during the past two years, you must provide proof of the certificate of completion to satisfy these requirements. In some cases, certain GCN training modules may need to be retaken during the course of employment in order to maintain compliance and continued employment.

### **6-5 Approval Process**

Once you have met and completed EDUStaff's employment requirements, you will receive an approval email that will confirm your employment with EDUStaff. If your job function requires the utilization of the automated dispatch system, and you are new to this system, you will receive a second email from the automated dispatch system which contains your personal ID and PIN number. Please allow three to five (3 - 5) business days for this information to be emailed.

***Note: You are not able to take work, regardless of the situation, until you receive an approval letter from EDUStaff. Failure to comply may result in delayed or no compensation.***

### **6-6 Work Requirements**

EDUStaff has certain work requirements that must be met in order to maintain active employment. These work requirements help EDUStaff manage the number of substitutes in the automated dispatch system so that each employee has adequate opportunities for work. To remain active, each employee must work once during the fall semester and once during the spring semester. Any employee who does not meet this requirement will be deactivated. If you wish to be reactivated, send your request via any of the mechanisms identified in the "Contact Us" portion of this booklet, although email is the most efficient method. EDUStaff will reactivate your employment once it is determined that you still meet state, educational institution, and EDUStaff employment requirements.

### **6-7 Substitute Teacher Positions**

**Work Schedule and Availability:** It is understood that each employee has varying motivations and actual availability to work as a substitute teacher. For days that an employee is not able to work, it is expected that the employee input their non-work days in the automated dispatch system.

**Dispatching and Taking Assignments:** EDUStaff uses various methods to communicate the availability of upcoming assignments to its employees. These methods are:



- In certain situations – direct phone calls, texts, and emails from EDUStaff Corporate to supplement the automated dispatching communications
- Automated phone calls, emails, and internet postings from our automated dispatching system
- The “Jobulator application” for smartphones, supported by a third party

Always keep in mind that finding and accepting assignments is employee-driven and at will.

**Inclement Weather Days and School Closures:** It is the employee’s responsibility to ensure school is open and/or not on a delay before leaving for any assignment during inclement weather or potential school closing by checking the district’s website and/or the local news. When schools are closed or on a delay, unless otherwise noted by the district, these are not paid days.

### **6-8 Educational Requirements**

Please refer to your state specific Addendum in the back of this handbook.

### **6-9 Substitute Teacher Permits/Certification**

Please refer to your state specific Addendum in the back of this handbook.

### **6-10 Employee Reference Check**

Please refer to your state specific Addendum in the back of this handbook.

### **6-11 Criminal History Background Check**

Please refer to your state specific Addendum in the back of this handbook.



## **General Handbook Acknowledgment**

This Employee handbook is an important document intended to help you become acquainted with EDUStaff, LLC. This document is intended to provide guidelines and general descriptions only; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the Company's operations may change, the contents of this handbook may be changed at any time, with or without notice, in an individual case or generally, at the sole discretion of management.

Please read the following statements and your signed application is acknowledgement of your receipt of this Employee handbook and agreement to these statements.

**I have received and read a copy of EDUStaff, LLC's Employee handbook. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Company at any time.**

**I further understand that my employment is terminable at will, either by myself or the Company, with or without cause or notice, regardless of the length of my employment or the granting of benefits of any kind.**

**I understand that no representative of EDUStaff, LLC other than the President and/or his/her designee may alter "at will" status and any such modification must be in a signed writing.**

**I understand that my signed application indicates that I have read and understand the above statements and that I have received a copy of the Company's Employee handbook.**



## **Addendum – Alabama Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Alabama. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Alabama employees should follow the addendum policy.

### **Educational Requirements – Alabama**

The following are the requirements mandated by the Alabama State Department of Education for becoming a substitute teacher:

1. Proof of high school diploma or GED equivalent
2. Completion of the Alabama Substitute Teacher License application, which includes an application fee
3. Fingerprint clearance by the ABI and FBI

### **Substitute Teacher License – Alabama**

Substitute license application must be completed by individual and submitted by school administrator to the Educator Certification Section. A non-refundable fee is made payable to the Alabama Department of Education.

### **Employee Reference Check – Alabama**

As part of the application process, three (3) employer references will be required and contacted.

### **Criminal History Background Check – Alabama**

A fingerprinting background check through Cogent Systems will be included in the approval of the Substitute License.





## **Addendum – Arizona Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Arizona. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Arizona employees should follow the addendum policy.

### **Paid Sick Time – Arizona**

An employee can begin accruing paid sick time upon commencement of employment. Each employee earns one (1) hour of leave for every thirty (30) hours worked, capped at forty (40) hours per calendar year. Earned hours can be carried over year to year; however, the use of paid sick time must be taken in no less than one (1) hour increments and is limited to forty (40) hours of use per year.

Earned paid sick time may be used for the following purposes:

1. medical care of mental or physical illness, injury, or health condition
2. public health emergency
3. absence due to domestic violence, sexual violence, abuse, or stalking

Employees may use earned paid sick time for themselves or for family members. See Arizona Revised Statutes § 23-373 for more information.

A request for leave, and its duration, must be made in writing to EDUStaff in advance of the time, if foreseeable. The amount of sick time earned and used will be available on the employee's pay history tab through their online Access account. Accrued and unused sick leave time will not be paid out upon separation of employment.

### **Educational Requirements – Arizona**

In order to qualify to be a substitute teacher in the state of Arizona, you must:

1. Hold a Bachelor's degree from an accredited institution. Official transcript(s) required.
2. Have a valid Arizona Department of Public Safety Identity Verified Prints (IVP) fingerprint card (plastic).

### **Substitute Certification – Arizona**

An individual who holds a valid Arizona Teaching or Administrator Certificate shall not be required to hold a Substitute Certificate to be employed as a substitute teacher. An individual holding only a Substitute Certificate shall not be assigned a contract teaching position and shall be limited to teaching 120 days in the same school per school year. Substitute teaching may not be used to waive the student teaching practicum.

- All requirements for the Substitute Certificate must be met.
- The Certificate is valid for six years and renewable by reapplication.
- Requirements may be subject to change and are fully referenced in the Arizona Revised Statutes and Administrative Code.
- Fees are not refundable.

### **Employee Reference Check – Arizona**

As part of the application process, three (3) employer references will be required and contacted.



## **Identity Verified Prints (IVP) Fingerprint Clearance Card – Arizona**

All teachers and persons who are required to be fingerprinted to work in the classroom are required to have an Identity Verified Prints (IVP) fingerprint clearance card. There are currently two methods to obtain and maintain your fingerprint card:

- Fieldprint process (electronic – in-state only)
- Packet process (mail – out-of-state only)

## **Criminal History Background Check/Reporting – Arizona**

Consistent with A.R.S. §15-203(20), the State Board of Education may impose disciplinary action upon a certified individual, including a letter of censure, suspension, suspension with conditions or revocation of a certificate upon a finding of immoral or unprofessional conduct.

If arraigned and/or convicted of any of the offenses listed in the following section, you must complete an Arraignment Disclosure form and/or a Conviction Disclosure form located in your Access account on our website and return it to EDUStaff within two (2) business days of the event.

Pursuant to administrative code R7-2-1307 and ARS § 15-550, the Board shall revoke the certification of a person who has been convicted of or admitted in open court or pursuant to a plea agreement any of the following criminal offenses in this state or similar offenses in another jurisdiction:

1. Sexual abuse of a minor
2. Incest
3. First degree murder
4. Second degree murder
5. Manslaughter
6. Sexual assault
7. Sexual exploitation of a minor
8. Commercial sexual exploitation of a minor
9. A dangerous crime against children as defined in A.R.S. §13-604.01
10. Armed robbery
11. Aggravated assault
12. Sexual conduct with a minor
13. Molestation of a child
14. Exploitation of minors involving drug offenses

Upon notification that a certificated individual has been convicted of a nonrenewable offense, the Board shall revoke the certificate.

## **Unprofessional and Immoral Conduct – Arizona**

Individuals holding certificates issued by the Board pursuant to R7-2-601 and individuals applying for certificates issued by the Board pursuant to R7-2-601 **shall**:

1. Make reasonable efforts to protect pupils from conditions harmful to learning, health, or safety;
2. Account for all funds collected from pupils, parents, or school personnel;
3. Adhere to provisions of the Uniform System of Financial Records related to use of school property, resources, or equipment; and
4. Abide by copyright restrictions, security, or administration procedures for a test or assessment.



Individuals holding certificates issued by the Board pursuant to R7-2-601 and individuals applying for certificates issued by the Board pursuant to R7-2-601 **shall not**:

1. Discriminate against or harass any pupil or school employee on the basis of race, national origin, religion, sex, including sexual orientation, disability, color or age;
2. Deliberately suppress or distort information or facts relevant to a pupil's academic progress;
3. Misrepresent or falsify pupil, classroom, school, or district-level data from the administration of a test or assessment;
5. Engage in a pattern of conduct for the sole purpose or with the sole intent of embarrassing or disparaging a pupil;
6. Use professional position or relationships with pupils, parents, or colleagues for improper personal gain or advantage;
7. Falsify or misrepresent documents, records, or facts related to professional qualifications or educational history or character;
8. Assist in the professional certification or employment of a person the certificate holder knows to be unqualified to hold a position;
9. Accept gratuities or gifts that influence judgment in the exercise of professional duties;
10. Possess, consume, or be under the influence of alcohol on school premises or at school-sponsored activities;
11. Illegally possess, use, or be under the influence of marijuana, dangerous drugs, or narcotic drugs, as each is defined in A.R.S. § 13-3401;
12. Make any sexual advance towards a pupil or child, either verbal, written, or physical;
13. Engage in sexual activity, a romantic relationship, or dating of a pupil or child;
14. Submit fraudulent requests for reimbursement of expenses or for pay;
15. Use school equipment to access pornographic, obscene, or illegal materials;
16. Engage in conduct which would discredit the teaching profession.

Individuals found to have engaged in unprofessional or immoral conduct shall be subject to, and may be disciplined by, the Board.



## **Addendum – Indiana Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Indiana. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Indiana employees should follow the addendum policy.

### **Family Military Leave – Indiana**

Employees who have been employed by the Company for at least 12 months, have worked at least 1,500 hours during the 12-month period immediately preceding the day the leave begins, and are the spouse, parent, grandparent, child, or sibling of an individual ordered to active duty, are eligible for an unpaid leave of absence for up to 10 days each calendar year.

Leave may be taken during any of the following periods:

- during the 30 days before active duty orders are in effect
- during a period in which the military family member ordered to active duty is on leave while active duty orders are in effect
- during the 30 days after the active duty orders are terminated

Employees may elect to substitute any accrued paid time off (except for paid medical or sick leave) for leave provided under this policy. If applicable, health care benefits will be continued at the employee's expense during the period of leave.

Employees must provide written notice to the Company at least 30 days in advance; notice must include a copy of the active duty orders (if available) and an indication of the date the leave will begin. If the active duty orders are issued less than 30 days before the date the requested leave is to begin, written notice must be provided as soon as possible under such circumstances. The Company reserves the right to require verification of eligibility for this leave. Failure to provide such verification within a reasonable time after it was requested may result in the absence from employment being considered unexcused.

Upon returning from leave, in most cases an employee will be restored to the position that he or she held before the leave began or to an equivalent position.

### **Educational Requirements – Indiana**

In order to qualify to be a substitute teacher in the state of Indiana, you must:

1. Hold a current Substitute Teaching Permit, and
2. Meet the requirements set forth by the screening process of each school corporation.

### **Substitute Teacher Permits – Indiana**

Each school corporation will determine its own standards and assessments for substitute teachers. Furthermore, each school corporation will serve as the approving body of the substitute permits.

**Substitute Permit Requirements** – Individuals applying for substitute permits must:

1. Hold a high school diploma
2. Be 18 years of age or older



3. Meet the requirements set forth by the screening process of each school corporation. (Applicants: Please contact the school corporation you are interested in for more information).

Once these requirements are met, applicants should apply via the Indiana Department of Education's **Licensing Verification and Information System (LVIS)**. Then, the school corporation will recommend individuals for substitute permits through LVIS. The Office of Educator Effectiveness and Licensing (OEEL) will issue the substitute permit in the applicant's name and make available to print from their LVIS account.

**NOTE: A Substitute Permit is not renewable. It is valid for three years only. Once it expires, an applicant must apply for an Original Substitute Permit.**

### **Employee Reference Check – Indiana**

As part of the application process, three (3) employer references will be required and contacted.

### **Criminal History Background Check – Indiana**

An expanded criminal history background check is required by the State of Indiana. This includes a social security and address verification, National Criminal Database search, and National Sex Offender Registry search. The applicant is responsible for the required fee.

If arraigned and/or convicted of any of the offenses listed in the following section, you must complete an Arraignment Disclosure form and/or a Conviction Disclosure form located in your Access account on our website and return it to EDUStaff within two (2) business days of the event.

Should any employee or applicant be convicted of any of the following felonies, their license shall be revoked:

- (1) Kidnapping (IC 35-42-3-2).
- (2) Criminal confinement (IC 35-42-3-3).
- (3) Rape (IC 35-42-4-1).
- (4) Criminal deviate conduct (IC 35-42-4-2) (before its repeal).
- (5) Child molesting (IC 35-42-4-3).
- (6) Child exploitation (IC 35-42-4-4(b)).
- (7) Vicarious sexual gratification (IC 35-42-4-5).
- (8) Child solicitation (IC 35-42-4-6).
- (9) Child seduction (IC 35-42-4-7).
- (10) Sexual misconduct with a minor (IC 35-42-4-9).
- (11) Incest (IC 35-46-1-3).
- (12) Dealing in or manufacturing cocaine or a narcotic drug (IC35-48-4-1).
- (13) Dealing in methamphetamine (IC 35-48-4-1.1).
- (14) Dealing in a schedule I, II, or III controlled substance (IC35-48-4-2).
- (15) Dealing in a schedule IV controlled substance (IC35-48-4-3).
- (16) Dealing in a schedule V controlled substance (IC35-48-4-4).
- (17) Dealing in a counterfeit substance (IC 35-48-4-5).
- (18) Dealing in marijuana, hash oil, hashish, or salvia (IC 35-48-4-10(b)).
- (19) Dealing in a synthetic drug or synthetic drug lookalike substance (IC 35-48-4-10.5, or IC 35-48-4-10(b) before its amendment in 2013).
- (20) Possession of child pornography (IC 35-42-4-4(c)).
- (21) Homicide (IC 35-42-1).



- (22) Voluntary manslaughter (IC 35-42-1-3).
- (23) Reckless homicide (IC 35-42-1-5).
- (24) Battery as any of the following:
  - (A) A Class A felony (for a crime committed before July 1, 2014) or a Level 2 felony (for a crime committed after June 30, 2014).
  - (B) A Class B felony (for a crime committed before July 1, 2014) or a Level 3 felony (for a crime committed after June 30, 2014).
  - (C) A Class C felony (for a crime committed before July 1, 2014) or a Level 5 felony (for a crime committed after June 30, 2014).
- (25) Aggravated battery (IC 35-42-2-1.5).
- (26) Robbery (IC 35-42-5-1).
- (27) Carjacking (IC 35-42-5-2) (before its repeal).
- (28) Arson as a Class A felony or Class B felony (for a crime committed before July 1, 2014) or as a Level 2, Level 3, or Level 4 felony (for a crime committed after June 30, 2014) (IC35-43-1-1(a)).
- (29) Burglary as a Class A felony or Class B felony (for a crime committed before July 1, 2014) or as a Level 1, Level 2, Level 3, or Level 4 felony (for a crime committed after June 30, 2014) (IC 35-43-2-1).
- (30) Attempt under IC 35-41-5-1 to commit an offense listed in this subsection.
- (31) Conspiracy under IC 35-41-5-2 to commit an offense listed in this subsection.



## **Addendum – Kansas Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Kansas. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Kansas employees should follow the addendum policy.

### **Standard Substitute Teacher License – Kansas**

1. Must hold a degree and have completed a teacher preparation program in order to qualify.
2. All applicants for an initial Kansas license must submit one fingerprint card for the purpose of a KBI and FBI background clearance report.

### **Emergency Substitute Teacher License – Kansas**

Minimum requirement: 60 semester credit hours from a regionally accredited college or university. Semester credit hours and/or degrees must be earned through a college or university accredited by one of the following regional accrediting associations:

1. New England Association of Schools and Colleges
2. Middle States Association of Colleges and Schools
3. The Higher Learning Commission (HLC)
4. Northwest Association of Schools and Colleges
5. Southern Association of Colleges and Schools
6. Western Association of Schools and Colleges
7. Association for Biblical Higher Education

CEU's and/or Clock Hours are NOT equivalent to semester credit hours.

Your first emergency substitute license will be valid for the school year in which you apply through June 30<sup>th</sup>. Each renewal of an emergency substitute teaching license will be valid for two school years. You can apply to renew an emergency substitute license in February of the year it expires.

### **Employee Reference Check – Kansas**

As part of the application process, three (3) employer references will be required and contacted.

### **Criminal History Background Check – Kansas**

A fingerprinting background check will be included in the approval of the particular license.



## Addendum – Michigan Employees

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Michigan. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Michigan employees should follow the addendum policy.

### Paid Medical Leave (PML) – Michigan

**Eligibility:** EDUStaff provides Paid Medical Leave (PML) to eligible non-exempt employees who work in Michigan. This includes hourly employees and non-instructional paraprofessionals who are scheduled to work more than 25 weeks in a calendar year and have worked, on average, 25 hours or more per week during the previous calendar year. Substitute teachers and other instructional staff are not eligible.

**Accrual:** Eligible employees begin accruing PML pursuant to this policy on March 29, 2019 or at the start of employment, whichever is later. Eligible employees will accrue one (1) hour of paid medical leave for every 35 hours worked, up to a maximum accrual of 40 hours each benefit year. For purposes of this policy, the benefit year is based on the school year beginning July 1 and ending on June 30.

**Usage:** Employees may begin using accrued paid medical leave on the 90th calendar day of their employment. PML may be used in a minimum increment of one (1) hour. An employee may not use more than 40 hours of PML in any benefit year.

Employees may use paid medical leave for the following reasons:

- The eligible employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's mental or physical illness, injury, or health condition; or preventative medical care for the eligible employee.
- The eligible employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the eligible employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the eligible employee.
- If the eligible employee or the eligible employee's family member is a victim of domestic violence or sexual assault, the medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.
- For closure of the eligible employee's primary workplace by order of a public official due to a public health emergency; for an eligible employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or if it has been determined by the health authorities having jurisdiction or by a health care provider that the eligible employee's or eligible employee's family member's presence in the community would jeopardize the health of others because of the eligible employee's or family member's exposure to a communicable disease, whether or not the eligible employee or family member has actually contracted the communicable disease.

For purposes of this policy, family member means: biological child, adopted/foster child, stepchild, legal ward, or a child to whom employee stands in loco parentis; biological parent, adoptive/foster parent, stepparent, or legal guardian of an eligible employee or an eligible employee's spouse, or an individual who stood in loco





parentis when the eligible employee was a minor child; individual to whom the employee is legally married under the laws of any state; grandparent; grandchild; or a biological, foster, or adopted sibling.

### **Notice and Documentation**

Employees must provide notice of the need to use paid sick time to EDUStaff as early as possible. When the need is foreseeable, employees should provide seven (7) days' notice. For example, employees should attempt and plan to provide notice of scheduled procedures/physician visits at least seven (7) days in advance of the absence. Where the need is not foreseeable and advance notice is not possible, notice must be provided as soon as practicable. EDUStaff will require supporting documentation if the employee uses paid medical leave for more than three (3) consecutive days/shifts/instances. For PML used for the first two reasons above, documentation signed by a licensed health care provider indicating the need and the amount of PML taken will be considered reasonable documentation and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition. For the last reason above, documentation must communicate that the employee or the employee's family member is experiencing domestic violence, sexual assault, or stalking, and that such time is being used for a reason covered under this policy, such as a police report, court order, or an employee's written statement. Additionally, we may require an employee to provide written confirmation that an employee used paid sick time in accordance with this policy, unless otherwise prohibited by applicable law.

### **Payment**

Paid medical leave will be paid at the same rate as the employee earns from his or her employment at the time the employee uses such time, but no less than the applicable minimum wage. Use of PML is not considered hours worked for purposes of calculating overtime.

### **Carryover and Payout**

An employee may carry over up to 40 hours of accrued, unused paid medical leave under this policy to the following benefit year. Accrued but unused PML will not be paid at separation.

### **Educational Requirements – Michigan**

Per the State of Michigan, the minimum educational requirements to become a substitute teacher are as follows:

- Official undergraduate transcript(s) from accredited colleges/universities showing 60+ semester credit hours and a minimum 2.0 GPA
- The following may be submitted in lieu of the official undergraduate transcript:
  - Current Michigan Teaching Certificate: MUST be a notarized copy
  - Expired Michigan Teaching Certificate: MUST be a notarized copy

We will accept an out-of-state teaching certificate/license **accompanied** by official undergraduate transcript(s) from accredited colleges/universities showing 60+ semester credit hours and a minimum 2.0 GPA.

Substitute teachers under age 22 and teaching under a permit are restricted to assignments in grades K-8.

**Note: Michigan's minimum educational requirement is 60 semester credit hours (effective 9/25/18); however, certain educational institutions may have higher minimum educational requirements which can be found at [www.EDUStaff.org](http://www.EDUStaff.org).**



## Substitute Teacher Permits – Michigan

If you are not a current certified teacher, and plan on substitute teaching, you are required by the Michigan Department of Education (MDE) to have a valid substitute teacher permit. EDUStaff will pull this permit on your behalf every academic year. You will receive an invoice from the State of Michigan via email once the permit application has been submitted.

All payments must be submitted online to the Michigan Department of Education by following the instructions included in the email invoice. The permit expires on August 31 of the academic year in which it was issued. If you fail to pay the permit invoice within the allotted time, your permit will be rescinded. As a result, your employment as a substitute teacher will be suspended until the Michigan Department of Education has processed your payment.

Each substitute teacher is required to verify that his/her permit payment has been processed, as well as notify EDUStaff when the payment has cleared the online database. The status of the permit can be viewed at the MDE teacher certification website, <https://mdoe.state.mi.us/MOECS/PublicCredentialSearch.aspx>.

## Employee Reference Check – Michigan

As a condition of employment with EDUStaff, employee reference checks must be performed for all applicants. Pursuant to Michigan Public Act 189 (1996), EDUStaff employee's current and former employer(s) are required to:

- disclose to EDUStaff any unprofessional conduct
- make available to EDUStaff copies of all documents in an employee's personnel record relating to any unprofessional conduct

Michigan Public Act 189 defines “unprofessional conduct” as one or more acts of misconduct, immorality, moral turpitude, inappropriate behavior involving a minor, or commission of a crime involving a minor. A criminal conviction is not an essential element of determining whether or not a particular act constitutes unprofessional conduct.

## Criminal History Background Check – Michigan

**Fingerprinting:** The State of Michigan, as well as EDUStaff, requires all individuals regularly providing instructional, food, custodial, transportation, counseling, or administrative services in a public or private school, or instructional or auxiliary services to special education students, to be electronically printed under the Michigan School Employment Act (SE Code) for those in a K-12 environment. If you are fingerprinted under the National Child Protection Act (CPE Code) for a non-K-12 environment, such as childcare, please be aware that these fingerprints cannot be transferred between educational institutions.

If you were fingerprinted after January 1, 2006 and have remained regularly and continuously employed either by contract or by direct employment by a Michigan public school, or other Michigan educational institution, your fingerprint results may still be utilized for EDUStaff employment. In the event that there has been a break in service, it is more than 6 months since you have been a school employee, or you were not included in the most recent district REP report, you may have to be re-fingerprinted at your own cost. (MCL 380.1230)

**Note: EDUStaff does not have access to fingerprint results and each educational institution reserves the right to grant approval or denial of your fingerprints as they see fit. Also, the educational institutions reserve the**



***right to deny fingerprint transfers. If this happens, employees will have to be re-fingerprinted at their own cost.***

**Arraignments and Convictions:** Failure to disclose any information regarding arraignments and convictions to EDUStaff within three (3) business days of the event may lead to a felony or misdemeanor charge per Michigan State Law. If arraigned and/or convicted of any of the offenses listed in the following section, you must complete an Arraignment Disclosure form and/or a Conviction Disclosure form located in your Access account on our website and return it to EDUStaff within three (3) business days of the event.

MCL 380.1535a (1) & MCL 380.1539b (1)

(a) Any Felony

(b) The following misdemeanors:

- (1) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
- (2) Child abuse in the fourth degree or an attempt to commit child abuse in the third or fourth degree.
- (3) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
- (4) Delivery or distribution of marijuana to minors or students near a school property. (MCL 333.7410)
- (5) Breaking and entering, or entering, without breaking, without permission. (MCL 750.115)
- (6) Consumption or possession of alcohol or controlled substances by a minor at a social gathering. (MCL 750.141a)
- (7) Removal or damage to any property belonging to, connected with, or used in construction of vacant building or structure. (MCL 750.359)
- (8) Assault and assault and battery including domestic assault. (MCL 750.81)
- (9) Assault and infliction of serious injury. (MCL 750.81a)
- (10) Internet crime against a minor. (MCL 750.145d)
- (11) Indecent exposure. (MCL 750.335a)
- (12) Prohibited sale of liquor to minors. (MCL 436.1701)

(c) Misdemeanor that is a "Listed Offense" under MCL 28.722:

- (1) Any violation of a substantially similar law of another State, a political subdivision of this State or another State, or the United States. (MCL 28.722)
- (2) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes. (MCL 750.145a)
- (3) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes – second or subsequent offenses. (MCL 750.145b)
- (4) Involvement in child sexually abusive activity or material, including possession of child sexually abusive material ("child" is a person less than 18 years of age who has not been legally emancipated). (MCL 750.145c)
- (5) Crime against nature (i.e. sodomy and bestiality) if the victim is an individual less than 18 years of age. (MCL 750.158)
- (6) Violation of MCL 750.335a (2) (b), if the individual was previously convicted of violation under MCL 750.335a (indecent exposure).
- (7) A third or subsequent violation of any combination of the following:
  - (a) Indecent or obscene conduct in a public place. (MCL 750.167 (1) (f))
  - (b) Indecent exposure. (MCL 750.335a (2) (a))
  - (c) A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), supra.
- (8) Except for juvenile disposition/adjudication, a violation of:



- (a) Gross indecency between males: fellatio or masturbation. (MCL 750.338)
  - (b) Gross indecency between females: oral sex. (MCL 750.338a)
  - (c) Gross indecency between male and female persons if the victim is an individual less than 18 years of age.
- (9) Kidnapping, if victim is an individual less than 18 years of age. (MCL 750-349)
  - (10) Kidnapping child under 14 years of age with intent to detain or conceal from child's parent or legal guardian. (MCL 750.350)
  - (11) Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age. (MCL 750.448)
  - (12) Pandering. (MCL 750.455)
  - (13) First degree criminal sexual conduct. (MCL 750.520b)
  - (14) Second degree criminal sexual conduct. (MCL 750.520c)
  - (15) Third degree criminal sexual conduct. (MCL 750-520d)
  - (16) Fourth degree criminal sexual conduct. (MCL 750.520e)
  - (17) Assault with intent to commit criminal sexual conduct. (MCL 750.520g)
  - (18) Other violations of law of the State or local ordinance of a municipality that, by its nature, constitutes a sexual offense against an individual who is less than 18 years of age.
  - (19) Offense by sexually delinquent person (i.e. "any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others or by the use of force upon another person attempting sexual relations of either a heterosexual or homosexual nature, or by the commission of sexual aggressions against children under the age of 16."). (MCL 750.10a)
  - (20) An attempt or conspiracy to commit an offense described above.
  - (21) An offense substantially similar to an offense described above under a law of the United States, any State, or any country, or any tribal or military law.



## **Addendum – Missouri Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Missouri. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Missouri employees should follow the addendum policy.

### **Content Substitute Teacher Certificate – Missouri**

1. Must hold a degree and have completed a teacher preparation program in order to qualify.
2. Minimum requirement: 60 semester credit hours from a regionally accredited college, academic degree-granting, college or university.

### **Employee Reference Check – Missouri**

As part of the application process, up to three (3) employer and/or non-family member references will be required and contacted.

### **Criminal History Background Check – Missouri**

A fingerprinting background check will be included in the approval of the Substitute Teacher Certificate through Missouri Department of Elementary & Secondary Education (DESE).

Ancillary employees will need to be fingerprinted

- These offenses regardless of when committed:
  - Crimes where a conviction limits ability to be near school property under State law (incest, endangering the welfare of a child in the first degree, use of a child in a sexual performance, promoting a sexual performance by a child, sexual exploitation of a minor, promoting child pornography, and furnishing pornographic material to minors).
  - Any offense under Chapter 566 (sex offense) or equivalent offenses from other jurisdictions, including any offense that requires registration as a sex offender.
  - Any other offense where the applicant was over 18 and a child under 17 years of age was the victim.
  - Any violent or forcible felony (murder, manslaughter, first or second degree assault, robbery, first degree arson).
  - Manufacturing, distribution, delivery of controlled substance.
- These offenses if committed either 1.) within the last 10 years or 2.) at any time if the person also has a conviction for any crime within 2 years other than for minor traffic offenses:
- Any felony weapons offense (armed criminal action, felony unlawful use of a weapon)
- Any other felony within 5 years
- These offenses within the last 2 years:
  - Misdemeanor assault.
  - More than 3 convictions for offenses other than minor traffic offenses.



## Addendum – New Jersey Employees

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in New Jersey. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, New Jersey employees should follow the addendum policy.

### **Paid Sick Time – New Jersey**

**Eligibility:** The Company provides paid sick time to employees who work in Bloomfield, East Orange, Elizabeth, Irvington, Jersey City, Montclair, Morristown, Newark, New Brunswick, Passaic, Paterson, Plainfield, or Trenton (or any other municipality in New Jersey which requires paid sick time/leave for the Company’s employees). For such employees, this policy applies solely to the extent it provides greater benefits/rights on any specific issue or issues than the general paid sick days policy and/or any other applicable sick time/leave law or ordinance.

**Accrual:** Employees begin accruing paid sick time pursuant to this policy at the start of employment. Eligible employees will accrue one (1) hour of paid sick time for every 30 hours worked, up to a maximum accrual of 40 hours each calendar year. Exempt employees are assumed to work 40 hours in each workweek unless their normal workweek is less than 40 hours, in which case paid sick time accrues based upon that normal workweek. For purposes of this policy, the calendar year is the consecutive 12-month period beginning January 1 and ending on December 31.

**Usage:** Employees may begin using accrued paid sick time on the 90th calendar day of employment. Paid sick time may be used in a minimum increment of one (1) hour. An employee may not use more than 40 hours of paid sick time in any calendar year.

Employees may use paid sick time for the following reasons:

1. the employee’s mental or physical illness, injury or health condition or need for medical diagnosis, care or treatment of a mental or physical illness, injury or health condition or need for preventative medical care;
2. the care of the employee’s family member who needs medical diagnosis, care or treatment of a mental or physical illness, illness, injury or health condition or who needs preventative medical care; or
3. closure of the employee’s place of business by order of a public official due to a public health emergency or such employee’s need to care for a child whose school or childcare provider has been closed by order of a public official due to a public health emergency, or care for the employee’s family member when it has been determined by the health authorities having jurisdiction or by a health care provider that the family member’s presence in the community would jeopardize the health of others because of the family member’s exposure to a communicable disease, whether or not the family member has actually contracted the communicable disease.
4. any of the following reasons related to domestic violence, sexual assault or stalking:
  - to enable the employee to seek legal or law enforcement assistance or remedies to ensure the health and safety of the employee or the employee's family members, including, but not limited to, preparing for, or participating in, any civil or criminal legal proceeding related to or derived from domestic violence, sexual assault or stalking;



- to enable the employee to seek treatment by a health care provider for physical or mental injuries caused by domestic violence, sexual assault or stalking, or to attend to health care treatment for a victim who is the employee's family member;
  - to enable the employee to obtain, or assist a family member in obtaining, services from a domestic violence shelter, rape crisis center or other social services program for relief from domestic violence, sexual assault or stalking;
  - to enable the employee to obtain, or assist a family member in obtaining, mental health counseling related to an incident of domestic violence, sexual assault or stalking, in which the employee or the employee's family member was a victim of domestic violence, sexual assault or stalking; or
  - to enable the employee to participate in safety planning, temporarily or permanently relocate or take other actions to increase the safety of the employee or employee's family members from future domestic violence, sexual assault or stalking.
5. any other reason provided for under applicable law.

For purposes of this policy, a family member includes a child; spouse; domestic or civil-union partner; parent or legal guardian; grandchild; grandparent; sibling; child, parent, or grandparent of the employee's spouse or domestic or civil-union partner; or any other individual deemed a family member under applicable law. For purposes of this policy, time taken off to care for a child, parent, grandparent, or grandchild applies not only to biological relationships, but also applies to those resulting from adoption, step-relationships, foster care relationships, and in loco parentis relationships.

Unless the employee advises their Supervisor otherwise, the Company will assume employees want to use available sick time for absences for reasons set forth above and employees will be paid for such absences to the extent they have sick time available.

If applicable, paid time used for reason #4 above will run concurrently with leave pursuant to the New Jersey Safe Act Leave policy (domestic/sexual violence leave under the New Jersey Security and Financial Empowerment Act), to the extent permitted by applicable law.

### **Notice and Documentation**

Employees must provide notice of the need to use paid sick time to their Supervisor as early as possible. When the need is foreseeable, employees should provide seven (7) days' notice. For example, employees should attempt and plan to provide notice of scheduled procedures/physician visits at least seven (7) days in advance of the absence. Where the need is not foreseeable, employees must provide notice before the beginning of the employee's work shift or work day, if possible. In cases such as emergencies where advance notice is not possible, notice must be provided as soon as practicable. The Company will require supporting documentation if the employee uses paid sick time for more than three (3) consecutive days/shifts/instances. For paid sick time used for reasons #1 or #2 above, documentation signed by a licensed health care provider indicating the need for the amount of paid sick time taken will be considered reasonable documentation and such documentation need not specify the nature of the employee's or the employee's family member's injury, illness, or condition. For reason #4 above, documentation must communicate that the employee or the employee's family member is experiencing domestic violence, sexual assault, or stalking, and that such time is being used for a reason covered under this policy, such as a police report, court order, or an employee's written statement. Additionally, the Company may require an employee to provide written confirmation that an employee used paid sick time in accordance with this policy, unless otherwise prohibited by applicable law.



## **Payment**

Paid sick time will be paid at the same rate as the employee earns from his or her employment at the time the employee uses such time, but no less than the applicable minimum wage. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

## **Carryover and Payout**

An employee may carry over up to 40 hours of accrued, unused paid sick time under this policy to the following calendar year. Accrued but unused paid sick time under this policy will not be paid at separation.

## **Enforcement and Retaliation**

Employees have the right to request and use paid sick time and may file a complaint for alleged violations of this policy with the respective municipal agency or court where they work. The Company prohibits retaliation or the threat of retaliation against an employee for exercising or attempting to exercise any right provided in this policy, or interference with any investigation, proceeding or hearing related to or arising out of employee's rights pursuant to this policy and applicable law.

## **Family Leave Insurance Benefits – New Jersey**

If employees need to take time off work to care for a child, spouse, partner in a civil union, registered domestic partner, or parent with a serious health condition, or to bond with a newly born or adopted child, they may be eligible to receive family leave benefits through the state of New Jersey Leave, in this instance, which is administered by the Division of Temporary Disability Insurance, the New Jersey Department of Labor and Workforce Development.

These benefits are financed solely through employee contributions to the state. The state is responsible for determining if an employee is eligible for such benefits. There generally is a waiting period during which time no family leave benefits are available. The Division of Temporary Disability Insurance can provide additional information about any applicable waiting period.

Employees should advise their immediate supervisor or Human Resources if they need to take time for these purposes. The employee will be given information about the state's family leave benefits program and how to apply for benefits. Employees also may contact the Division of Temporary Disability Insurance for further information.

An employee should maintain regular contact with his or her immediate supervisor during the time off work so we may monitor the return-to-work status. In addition, an employee should contact his or her immediate supervisor or Human Resources Director when they are ready to return to work so we may determine what positions, if any, are open.

## **Requirement to Use Accrued Paid Time Off**

When employees apply for family leave benefits, the Human Resources Department will determine if they have any accrued but unused vacation, sick, or other paid time off available. If they have accrued but unused vacation, sick, or other paid time off available, they will be required to use up to two (2) weeks of such time before becoming eligible for family leave benefits.

## **Job Reinstatement Not Guaranteed**

Please note: employees taking time off for these purposes are not guaranteed job reinstatement unless they qualify for such reinstatement under federal and/or state family and medical leave laws. Any time off for family





leave purposes will run concurrently with other leaves of absence, such as Family and Medical Leave Act and the New Jersey Family Leave Act, if applicable. Please see the "Family and Medical Leave" policy for eligibility requirements.

### **Family and Medical Leave Policy – New Jersey**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act (FMLA) and/or the New Jersey Family Leave Act ("NJFLA"). This policy provides employees with information concerning FMLA entitlements and obligations employees may have during such leaves. If employees have any questions concerning FMLA leave, they should contact Human Resources and/or refer to FMLA policy elsewhere in this handbook.

NJFLA leave is available to "NJFLA eligible employees." To be an NJFLA eligible employee, an employee must: 1) have been employed by the Company in New Jersey for at least 12 months; 2) have worked at least 1,000 base hours during the 12-month period preceding the leave; and 3) be employed by an employer that has 50 or more employees. Base Hours mean the hours of work for which the employee receives compensation including overtime hours and hours for which the employee receives workers' compensation benefits.

The FMLA does not affect any federal, state, or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights such as the NJFLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with NJFLA and any other leave provided under state or local law.

### **Safe Act Leave – New Jersey**

Under the New Jersey SAFE Act, an employee who is a victim of domestic violence, or a sexually violent offense may be eligible to receive an unpaid leave of absence, for a period not to exceed 20 days in a 12-month period. Leave may also be taken by an employee whose child, parent, spouse, domestic partner, or civil union partner is a victim of domestic violence or a sexually violent offense.

Leave may be taken for the purpose of engaging in any of the following activities as they relate to an incident of domestic violence or a sexually violent offense:

1. Seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
2. Obtaining services from a victim services organization for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
3. Obtaining psychological or other counseling for the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
4. Participating in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety from future domestic violence or sexual violence or to ensure the economic security of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner;
5. Seeking legal assistance or remedies to ensure the health and safety of the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic violence or sexual violence; or
6. Attending, participating in, or preparing for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the employee or the employee's child, parent, spouse, domestic partner, or civil union partner, was a victim.



Leave under the New Jersey SAFE Act must be used in the 12-month period immediately following an instance of domestic violence or a sexually violent offense. The unpaid leave may be taken intermittently in intervals of no less than one day. The unpaid leave shall run concurrently with any paid vacation, personal, or medical or sick time or leave the employee elects to use or which the Company requires employees to use during any part of the 20-day period of unpaid leave. If the employee requests leave for a reason covered by both the New Jersey SAFE Act and the New Jersey Family Leave Act, or the federal FMLA, the leave shall count simultaneously against the employee's entitlement under each respective law.

Employees eligible to take leave under the New Jersey SAFE Act must, if the necessity for the leave is foreseeable, provide the Company with written notice of the need for the leave as far in advance as reasonable and practicable under the circumstances. The Company may require the employee to provide documentation of the domestic violence or sexually violent offense that is the basis for the leave. The Company will retain any documentation provided to it in this manner in the strictest confidentiality, unless the disclosure is voluntarily authorized in writing by the employee or is authorized by a federal or New Jersey law, rule or regulation.

The New Jersey SAFE Act also prohibits an employer from discharging, harassing or otherwise discriminating or retaliating or threatening to discharge, harass or otherwise discriminate against an employee with respect to the compensation, terms, conditions, or privileges of employment on the basis that the employee took or requested any leave that the employee was entitled to under the New Jersey SAFE Act, or on the basis that the employee refused to authorize the release of information deemed confidential under the New Jersey SAFE Act.

To obtain relief for a violation of the New Jersey SAFE Act, an aggrieved person must file a private cause of action in the Superior Court within one year of the date of the alleged violation.

### **Pregnancy Accommodations – New Jersey**

Pursuant to New Jersey law, EDUStaff, LLC prohibits unlawful discrimination on the basis of pregnancy or breastfeeding. The Company will endeavor to reasonably accommodate the needs of an employee for the employee's pregnancy, childbirth, breastfeeding or expressing milk for breastfeeding or related medical condition, including recovery from childbirth provided that such employee's pregnancy, childbirth, or related medical condition is known or should have been known by the Company, and the proposed accommodation does not impose an undue hardship on the business operations of the Company.

Reasonable accommodations for the employee, may include, but are not limited to:

1. bathroom breaks;
2. breaks for increased water intake;
3. periodic rest;
4. assistance with manual labor;
5. job restructuring or modified work schedules;
6. temporary transfers to less strenuous or hazardous work; or
7. reasonable break time each day to express breast milk.

Any employee who needs to request an accommodation due to pregnancy, childbirth, or a related medical condition or who has questions regarding the policy should contact their immediate supervisor.



## Educational Requirements – New Jersey

There are two ways to qualify as a substitute teacher in New Jersey:

1. Hold a New Jersey educator credential (teacher, administrator, educational services); OR
2. Apply for a substitute-specific credential:
  - Substitute Credential
    - At least 60 semester hour credits at a regionally-accredited college or university
    - Criminal history background clearance
  - Career and Technical Education (CTE) Substitute Credential (authorized to serve only in a CTE classroom)
    - Two years of full-time work experience in the past five years in a related field
    - Criminal history background clearance

## Service Limits – New Jersey

Credential/Certificate	Service Limit (in same class per year)	Related Process
Substitute Credential; Educational Services or Administrative Certificates	20 instructional days	Upon extenuating circumstances, a substitute may serve up to 40 total instructional days in same classroom. School district must notify the Executive County Superintendent if teacher substitutes in same classroom beyond 20 days.
CTE Substitute Credential	40 instructional days	n/a
CE or CEAS <u>not in</u> subject area of classroom where substitute is placed.	40 instructional days	School district must notify the Executive County Superintendent if teacher substitutes in same classroom for more than 20 days.
Standard certificate <u>not in</u> subject area of classroom where substitute is placed.	40 instructional days	
CE or CEAS <u>in</u> subject area of classroom where substitute is placed.	Can be extended from 60 instructional days to up to one academic year; for an extension beyond 60 days, CEAS and CE substitutes must: <ul style="list-style-type: none"> <li>• Have a provisional certificate;</li> <li>• Be enrolled in or have completed a mentoring program; and</li> <li>• Be enrolled in or have completed CE or CEAS educator preparation program</li> </ul>	School district must notify the Executive County Superintendent if teacher substitutes in same classroom for more than 60 days.
Standard certificate <u>not in</u> subject area of classroom where substitute is placed.	Can be extended from 60 instructional days to up to one academic year.	

## Employee Reference Check – New Jersey

Pursuant to P.L. 2018, c. 5, as part of the application process, each applicant shall complete one form for the applicant's current employer(s) and separate forms for each of the applicant's former employers for the last 20 years that were school entities or where the applicant was employed in a position having direct contact with children. The applicant must also authorize, by signature, the release of information regarding child abuse and/or sexual misconduct from the current and/or former employers. EDUStaff is prohibited from hiring an applicant for a position involving regular contact with students if the applicant does not provide the information and authorization required by law.



## Criminal History Background Check – New Jersey

**Fingerprinting:** The Criminal History Review Unit (CHRU) conducts criminal background checks of applicants for positions in New Jersey's public schools, private schools for students with disabilities, charter schools, and nonpublic schools, as well as for authorized vendors and authorized school bus contractors, by working through the New Jersey State Police (NJSP) and the Federal Bureau of Investigation (FBI). This must be completed prior to employment at the expense of the applicant.

An individual shall be permanently disqualified from employment or service under this act if the individual's criminal history record check reveals a record of conviction for any crime of the first or second degree; or

a. An offense as set forth in chapter 14 of Title 2C of the New Jersey Statutes, or as set forth in N.J.S.2C:24-4 and 2C:24-7, or as set forth in R.S.9:6-1 et seq., or as set forth in N.J.S.2C:29-2; or

b. An offense involving the manufacture, transportation, sale, possession, distribution or habitual use of a "controlled dangerous substance" as defined in the "Comprehensive Drug Reform Act of 1987," N.J.S.2C:35-1 et al. or "drug paraphernalia" as defined pursuant to N.J.S.2C:36-1 et seq.; or

c. (1) A crime involving the use of force or the threat of force to or upon a person or property including, but not limited to, robbery, aggravated assault, stalking, kidnapping, arson, manslaughter and murder; or

(2) A crime as set forth in chapter 39 of Title 2C of the New Jersey Statutes, a third degree crime as set forth in chapter 20 of Title 2C of the New Jersey Statutes, or a crime as listed below:

Recklessly endangering another person N.J.S.2C:12-2

Terroristic threats N.J.S.2C:12-3

Criminal restraint N.J.S.2C:13-2

Luring, enticing child into motor

vehicle, structure or isolated area P.L.1993, c.291 (C.2C:13-6)

Causing or risking widespread injury

or damage N.J.S.2C:17-2

Criminal mischief N.J.S.2C:17-3

Burglary N.J.S.2C:18-2

Usury N.J.S.2C:21-19

Threats and other improper influence N.J.S.2C:27-3

Perjury and false swearing N.J.S.2C:28-3

Resisting arrest N.J.S.2C:29-2

Escape N.J.S.2C:29-5

Bias intimidation N.J.S.2C:16-1; or

(3) Any crime of the fourth degree involving a victim who is a minor; or

(4) Conspiracy to commit or an attempt to commit any of the crimes described in this act.

d. For the purposes of this section, a conviction exists if the individual has at any time been convicted under the laws of this State or under any similar statutes of the United States or any other state for a substantially equivalent crime or other offense.

e. Notwithstanding the provisions of this section, an individual shall not be disqualified from employment or service under this act on the basis of any conviction disclosed by a criminal record check performed pursuant to this act without an opportunity to challenge the accuracy of the disqualifying criminal history record.



f. When charges are pending for a crime or any other offense enumerated in this section, the employing board of education shall be notified that the candidate shall not be eligible for employment until the commissioner has made a determination regarding qualification or disqualification upon adjudication of the pending charges.



## **Addendum – Oregon Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Oregon. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this EDUStaff Employee Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Oregon employees should follow the addendum policy.

### **Reporting Suspected Sexual Conduct – Oregon**

Sexual conduct and abuse towards students by school employees, contractors (including EDUStaff employees), agents of a school district, and volunteers is not tolerated. EDUStaff employees are subject to all reporting requirements stated herein and through the district and state.

“Sexual conduct” as defined by Oregon law, is any verbal or physical conduct or verbal, written, or electronic communications by a school employee, a contractor, an agent, or volunteer which is sexual in nature, and that:

- A. Involves a student, defined as anyone in PreK-12<sup>th</sup> grade, anyone 21 years of age or younger who is still receiving educational benefits, and a person who was a student but left school or graduated from high school within 90 days prior to sexual conduct.
- B. Includes sexual advances or requests for sexual favors directed toward the student; or
- C. Unreasonably interferes with a student’s educational performance; or
- D. Creates an intimidating, hostile, or offensive educational environment.

If there is reasonable cause to believe that a school district employee, contractor, agent of the district, or volunteer has engaged in abuse or sexual conduct with a student you must immediately notify a school administrator or Human Resources.

### **Paid Sick Time – Oregon**

An employee can begin accruing paid sick time upon commencement of employment. Each employee earns one (1) hour of leave for every thirty (30) hours worked, capped at forty (40) hours per calendar year. Earned hours can be carried over year to year; however, the use of paid sick time must be taken in no less than one (1) hour increments and is limited to forty (40) hours of use per year.

Earned paid sick time may be used for the following purposes:

- E. medical care of mental or physical illness, injury, or health condition
- F. for any cover purpose under the Oregon Family Leave Act (OFLA) (see below in this addendum)
- G. absence due to domestic violence, sexual violence, abuse, or stalking
- H. public health emergency

Employees may use earned paid sick time for themselves or for family members. Paid sick time will run concurrently with any applicable law for which the employee qualifies, including the OFLA and Oregon leave law for victims. A request for leave, and its duration, must be made in writing to EDUStaff in advance of the time, if foreseeable. The amount of sick time earned and used will be available on the employee’s pay history tab through their online Access account. Accrued and unused sick leave time will not be paid out upon separation of employment.



If an employee takes more than three (3) consecutively scheduled workdays of paid sick time for reasons 1 through 3 above, documentation of the need for the paid sick time may be required in the form of verification from a health care provider or certification.

If foreseeable paid sick time is projected to last more than three (3) scheduled work days, the verification/certification which may be requested above should be provided before the sick time commences or as soon as otherwise practicable. If an employee needs to take paid sick time but was not able to provide prior notice, medical verification permitted under this policy must be provided to EDUStaff within 15 calendar days of the request for such verification.

Additionally, if an employee is suspected of abusing this policy, EDUStaff may require verification from a health care provider, regardless of whether the employee has used paid sick time for more than three (3) consecutive days. Conduct that may indicate a pattern of abuse under this policy includes, but is not limited to, repeated uses of unscheduled paid sick time on or adjacent to weekends, holidays, vacation days, or payday.

Sick time will be paid at the employee's regular rate of pay. The Company reserves the right to delay payment for paid sick time if an employee fails to provide verification or certification within the required timeframe. Use of paid sick time is not considered hours worked for purposes of calculating overtime.

### **Lactation Breaks – Oregon**

Subject to certain exceptions, employees who are nursing may take an unpaid 30 minute break during each four (4) hours of a shift to express breast milk after the birth of a child. The schools will make reasonable efforts to provide a private location. Employees will not be retaliated against for exercising their rights under this policy.

### **Oregon Family Leave Act (OFLA) – Oregon**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Oregon Family Leave Act ("OFLA"). This policy provides employees information concerning OFLA entitlements and obligations employees may have during such leave. Whenever permitted by law, EDUStaff will run FMLA leave concurrently with OFLA and any other leave provided under state or local law. If employees have any questions concerning FMLA leave, they should contact Human Resources and/or refer to FMLA policy elsewhere in this handbook.

OFLA leave is available to "OFLA eligible employees." To be an "OFLA eligible employee," an employee must: 1) have been employed by the Company for at least 180 days immediately preceding the day the leave begins; and 2) have worked an average of at least 25 hours per week during that 180-day period (unless the leave is to care for a newborn child or newly placed foster or adopted child, in which case the weekly hour requirement is inapplicable).

The OFLA generally provides eligible employees up to 12 work weeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her OFLA leave. It is EDUStaff's policy to provide the greater leave benefit provided under the FMLA or OFLA and to run leave concurrently under the FMLA and OFLA whenever possible. Leave may be taken for anyone, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care (parental leave);



- To care for the employee's spouse (or same sex domestic partner - OFLA only), son/daughter (child does not have to be under 18 - OFLA only), or parent (or parent-in-law- OFLA only), grandchild, or grandparent (OFLA only) who has a **serious health condition**;
- To care for the employee's child or same-sex domestic partner's child with an illness or injury that requires home care but is not a serious health condition (sick child leave) (OFLA only);
- To deal with the death of a family member by attending the funeral (or alternative) of the family member; making arrangements necessitated by the death of a family member; or grieving the death of a family member (OFLA only); and/or
- For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) which makes the employee unable to perform one or more of the essential functions of the employee's job.

The OFLA has special rules which impact the amount of leave an eligible employee may take in the applicable 12-month period. Eligible employees under the OFLA may take more than 12 weeks of OFLA leave during the 12-month period in the following situations: (1) 12 weeks of parental leave and up to an additional 12 weeks of sick child leave, unless another family member is available to care for the child and (2) eligible female employees can take up to an additional 12 weeks of leave if they are disabled by pregnancy or childbirth. In addition, absences due to compensable work-related injuries or illnesses under the Oregon Workers' Compensation Law are not counted under an eligible employee's OFLA 12 week leave entitlement. An eligible employee is entitled to take a maximum of two weeks of leave per death of a family member, up to a maximum of 12 weeks per leave year. The leave must be completed within 60 days after the date on which the employee receives notice of the death of the family member.

The taking of another job while on OFLA leave or any other authorized leave of absence is grounds for immediate discharge, to the extent permitted by applicable law.

Employees may use any accrued paid sick time while taking unpaid FMLA and/or OFLA leave. The substitution of paid time for unpaid leave time does not extend the length of the leave and the paid time will run concurrently with an employee's FMLA and/or OFLA entitlement. Any other leaves of absence, whenever permissible by law, will run concurrently with any FMLA and/or OFLA leave entitlement.

### **Bone Marrow Donation Leave – Oregon**

Employees who work 20 or more hours per week are entitled to up to 40 hours of unpaid leave for the purposes of donating bone marrow. Verification of donation and the length of necessary leave may be required by EDUStaff. Reasonable notice of leave must be provided. Employees may use accrued paid sick time off for this purpose.

### **Domestic Violence, Sexual Assault, Stalking, and/or Victim of Crime Leave - Oregon**

An employee who is a victim of domestic violence, sexual assault, stalking, or a crime, or is the parent or guardian of a minor child or dependent who is a victim, may take reasonable, unpaid time off from work to deal with the issue. To be eligible for the leave, the employee must work for an employer with six (6) or more employees and have worked for more than 25 hours a week for at least 180 days prior to the leave.

Employees will not be compensated for time away from work for purposes related to domestic violence, sexual assault, or stalking, but may use available paid sick time to cover the period of absence.





The Company may require certification that the employee or employee's minor child or dependent is a victim of domestic violence, sexual assault, or stalking, and that the leave was taken for purposes allowed under the law.

## **Educational Requirements – Oregon**

In order to qualify to be a substitute teacher in the state of Oregon, you must:

- Hold a Bachelor's degree or higher (regionally accredited or foreign equivalent)
- Have a valid and active non-provisional teaching license from another state; or
- Have completed an Oregon teacher preparation program that resulted in eligibility for a non-provisional Oregon teaching license;
- Pass the required Protecting Student and Civil Rights in the Educational Environment exam;<sup>\*</sup>
- Pass a criminal background clearance, including fingerprints, if necessary.

<sup>\*</sup>You are not required to take the Civil Rights exam if you have ever held an Oregon Basic License or Standard License or if you have ever successfully taken and passed the exam.

## **Substitute Teacher License – Oregon**

The Substitute Teaching License is issued to educators who have completed a teacher preparation program but do not hold a regular Oregon teaching license. The Substitute Teaching License permits an educator to substitute teach in prekindergarten through grade 12 Oregon public school districts, education service districts, and charter school assignments to replace a teacher who is temporarily unable to work.

Term of License: Three years

## **Restricted Substitute Teacher License – Oregon**

The Restricted Substitute Teaching License is issued to qualified individuals who hold a bachelor's degree, but have not completed a teacher preparation program. It requires district sponsorship. The Restricted Substitute Teaching License permits a qualified individual to substitute teach in a prekindergarten through grade 12 Oregon public school district, education service districts, and charter school assignments to replace a teacher who is temporarily unable to work.

Term of License: First License: One year.

Subsequent licenses: Three years if you maintain same district sponsor.

FIRST LICENSE: To meet the minimum qualifications for the Restricted Substitute Teaching License, you must:

- Have a letter of sponsorship from your employing school district (Provided by your sponsoring district directly to TSPC);
- Be 18 years or older;
- Hold a Bachelor's degree or higher (regionally accredited or foreign equivalent)
- Pass the required Protecting Student and Civil Rights in the Educational Environment exam;
- Pass a criminal background clearance, including fingerprints, if necessary.

## **Employee Reference Check – Oregon**

As part of the application process, three (3) employer references will be required and contacted.



## Criminal History Background Check – Oregon

1. A teaching, personnel service or administrative license, or public charter school registration, may not be issued to any person until the person has attained the age of 18 years and has furnished satisfactory evidence of proper educational training.
2. The Teacher Standards and Practices Commission may require an applicant for a teaching, personnel service or administrative license or for registration as a public charter school teacher or administrator to furnish evidence satisfactory to the commission of good moral character, mental and physical health, and such other evidence as the commission may deem necessary to establish the applicant's fitness to serve as a teacher or administrator.
3. Without limiting the powers of the Teacher Standards and Practices Commission under subsection (2) of this section:
  - (a) A teaching, personnel service or administrative license, or a public charter school registration, may not be issued to any person who:
    - (A) Has been convicted of a crime listed in ORS 163.095, 163.115, 163.185, 163.235, 163.355, 163.365, 163.375, 163.385, 163.395, 163.405, 163.408, 163.411, 163.415, 163.425, 163.427, 163.432, 163.433, 163.435, 163.445, 163.465, 163.515, 163.525, 163.547, 163.575, 163.670, 163.675 (1985 Replacement Part), 163.680 (1993 Edition), 163.684, 163.686, 163.687, 163.688, 163.689, 164.325, 164.415, 166.005, 166.087, 167.007, 167.008, 167.012, 167.017, 167.057, 167.062, 167.075, 167.080, 167.090, 475.808, 475.810, 475.812, 475.818, 475.820, 475.822, 475.828, 475.830, 475.832, 475.848, 475.852, 475.868, 475.872, 475.878, 475.880, 475.882, 475.888, 475.890, 475.892, 475.904 or 475.906.
    - (B) Has been convicted under ORS 161.405 of an attempt to commit any of the crimes listed in subparagraph (A) of this paragraph.
    - (C) Has been convicted in another jurisdiction of a crime that is substantially equivalent, as defined by rule, to any of the crimes listed in subparagraphs (A) and (B) of this paragraph.
    - (D) Has had a teaching, personnel service or administrative license, or a public charter school registration, revoked in another jurisdiction for a reason that is substantially equivalent, as defined by rule, to a reason described in ORS 342.175 and the revocation is not subject to further appeal. A person whose right to apply for a license or registration is denied under this subparagraph may apply for reinstatement of the right as provided in ORS 342.175 (4).
  - (b) The Teacher Standards and Practices Commission may refuse to issue a license or registration to any person who has been convicted of:
    - (A) A crime involving the illegal use, sale or possession of controlled substances; or
    - (B) A crime described in ORS 475B.010 to 475B.545.
4. In denying the issuance of a license or registration under this section, the commission shall follow the procedure set forth in ORS 342.176 and 342.177. [1965 c.100 §352; 1971 c.743 §357; 1973 c.270 §7; 1979 c.744 §14; 1987 c.158 §58; 1987 c.503 §6; 1993 c.45 §158; 1993 c.301 §6; 1993 c.603 §2; 1995 c.446 §8; 1995 c.768 §14; 1997 c.383 §§11,11a; 1999 c.199 §8; 1999 c.308 §1; 2005 c.708 §52; 2007 c.575 §11; 2007 c.869 §10; 2007 c.876 §8; 2009 c.386 §4; 2011 c.151 §11; 2011 c.524 §21; 2011 c.681 §7; 2013 c.591 §11; 2015 c.245 §6; 2017 c.21 §50]



## **Addendum – Wisconsin Employees**

This Addendum sets forth policies which are specifically applicable to EDUStaff employees working in Wisconsin. To the extent that a policy is outlined in this Addendum, the addendum policy is intended to either supplement or supersede the general policy as written elsewhere in this Handbook. Therefore, if a policy in this Handbook conflicts with a policy in this Addendum, Wisconsin employees should follow the addendum policy.

### **Family and Medical Leave – Wisconsin**

Employees may be entitled to a leave of absence under the Family and Medical Leave Act ("FMLA") and/or the Wisconsin Family and Medical Leave Act ("WFMLA").

WFMLA leave is available to "WFMLA eligible employees." To be an WFMLA eligible employee, an employee must: 1) have been employed by the Company for at least 52 consecutive weeks; 2) have worked at least 1,000 hours in the 52 weeks preceding the commencement of leave; and 3) be employed by an employer who has 50 or more employees.

The FMLA and WFMLA do not affect any federal, state, or local law prohibiting discrimination, or supersede any state or local law which provides greater family or medical leave rights such as the WFMLA. However, whenever permissible by law, the Company will run FMLA leave concurrently with WFMLA and any other leave provided under state or local law. If employees have any questions concerning FMLA and/or WFMLA leave, they should consult the Company's other leave policies in this handbook or contact Human Resources.

For the full policy regarding the FMLA, refer to the appropriate section in this Handbook.

### **Organ and Bone Marrow Donor Leave – Wisconsin**

Employees may take up to six (6) weeks of unpaid leave in a 12-month period for the purpose of serving as bone marrow or organ donors. Leave may only be taken for the period necessary to undergo and recover from the bone marrow or organ donation procedure.

In order to take leave to serve as a bone marrow or organ donor, employees must provide the Company with advance notice of the bone marrow or organ donation in a reasonable and practicable manner. Employees must make a reasonable effort to schedule the bone marrow or organ donation procedure so that it does not unduly disrupt the Company's operations (subject to the approval of the bone marrow or organ recipient's health care provider).

Employees may substitute paid time off while taking otherwise unpaid leave under this policy, and the substitution of paid time does not extend the length of leave under this policy. If applicable, this leave also will run concurrently with FMLA and/or applicable state law.

If applicable, the Company will maintain group health insurance coverage under the conditions which applied immediately before the leave began. In these cases, the Company reserves the right to require an employee to have in escrow with the Company an amount equal to the entire premium or similar expense for eight (8) weeks of the employee's group health insurance coverage (which may be paid in equal installments at regular intervals over at least a 12-month period and which the Company will deposit in an interest-bearing account).

The Company may require certification issued by a health care provider (of either the employee or the bone marrow/organ recipient, as appropriate) which indicates:



- the recipient has a serious health condition that necessitates a bone marrow or organ transplant;
- the employee is eligible and has agreed to serve as a bone marrow or organ donor for the recipient;
- the amount of time expected to be necessary for the employee to recover from the bone marrow or organ donation procedure.

When an employee returns from bone marrow and organ donation leave, the Company will return the employee to the position he or she held immediately before going on leave or, if that position is not available, to an equivalent position with equivalent compensation, benefits, working shift, hours of employment, and other terms and conditions of employment. If an employee wishes to return to work before the end of the leave as scheduled, the Company will return the employee to the same or a similar position (as described above) within a reasonable time (not to exceed the duration of the originally scheduled leave).

When the employee ends his or her employment with the Company, any payments in escrow (as described above) will be returned to the employee. If an employee ends his or her employment during or within 30 days after taking bone marrow and organ donation leave, the Company reserves the right to deduct from the amount returned to the employee any premium or similar expense paid for the employee's group health insurance coverage while the employee was on leave under this policy.

### **Leave for Emergency Responders – Wisconsin**

Eligible employees who are volunteer firefighters, emergency medical technicians, first responders, or ambulance drivers for a volunteer fire department, a public agency, or a nonprofit corporation (“volunteer provider”) are eligible for unpaid leave to respond to an emergency prior to the time they are to report to work.

An employee who becomes a member of a volunteer provider must notify the Company in writing within 30 days that he or she is a volunteer firefighter, emergency medical technician, first responder, or ambulance driver. Additionally, if the employee’s status changes, including termination of that status, the employee must notify the Company of the change in status.

An employee who is going to be late or absent from work due to an emergency which involves his or her service as a volunteer firefighter, emergency medical technician, first responder, or ambulance driver, must make every effort to notify the Company and/or district that he or she may be late or absent from work due to the emergency. If prior notification is not possible, an employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service explaining why prior notification was not possible. Following being late or absent from work due to responding to an emergency, an employee must provide a written statement from the chief of the volunteer fire department or person in charge of the ambulance service certifying that the employee was responding to an emergency and indicating the date and time of the response to the emergency.

### **Substitute Teacher Requirements – Wisconsin**

In order to qualify to be a substitute teacher in the state of Wisconsin, you must:

- hold a current Substitute Teaching License (three-year or five-year), with a minimum of an associate degree;
- meet the requirements of a background check;
- meet the requirements of fingerprinting (if applicable);
- provide documentation of negative TB test within last 90 days.



## **Substitute Teacher Permit and License – Wisconsin**

Evidence of a permit or license must be submitted as part of the EDUStaff application process.

### **Three-Year Short-Term Substitute Permit**

A three-year substitute permit may be issued (through Wisconsin DPI) to an applicant who holds an associate degree or higher from an accredited college or university but has not completed a state-approved educator preparation program.

The three-year substitute permit allows the permit holder to be in a short-term (no more than 45 days in a specific assignment) substitute assignment. This permit does not allow the holder to be in a long-term substitute assignment. For long-term substitute assignments, the applicant may apply for a License with Stipulations if requested by a school district. A License with Stipulations requires the educator to be enrolled in and complete a state-approved educator preparation program in the subject or grade level of their assignment under the License with Stipulations.

### **Five-Year Substitute License**

The five-year substitute license may be issued (through Wisconsin DPI) to an applicant who has completed a state-approved educator preparation program through an accredited four-year bachelor degree granting institution and has held, or is eligible to hold, a Wisconsin license or the equivalent license in another state.

A five-year substitute license allows a licensed teacher to be a long-term substitute in the subject and grade level in which the teacher is licensed. It also allows the teacher to be a short-term (no more than 45 days in a specific assignment) substitute in a subject or grade level outside his/her license area. This license is valid for 5 years with an option to renew.

For long-term substitute assignment outside the subject or grade level of the license, the applicant may apply for an emergency license if requested by a school district. An emergency license requires the license holder to be enrolled in and complete a state-approved educator preparation program in the subject or grade level of his/her assignment under the emergency license.

## **Employee Reference Check – Wisconsin**

As part of the application process, three (3) employer references will be required and contacted.

## **Criminal History Background Check – Wisconsin**

The Department of Public Instruction (DPI) is required by law to conduct a background check on each applicant for a Wisconsin educator license/permit regardless of whether it is an initial request or a renewal request. The primary purpose of a background check is to determine if the applicant has engaged in any behavior that endangers the health, welfare, safety or education of pupils.

Because a background check is a required step in processing all license/permit applications, all applicants must:

- Complete a Conduct and Competency questionnaire which is thoroughly completed, including all required documentation and information.
  - If an applicant meets the requirements specified on the first question of the Conduct and Competency, submit fingerprints.
- If there is some type of misconduct that needs to be reported, you will need to prepare and attach a written explanation of what happened, and, when applicable, gather and SCAN complete copies of any



related criminal complaint, criminal judgment, police reports, disciplinary letters/findings, correspondence, etc., as applicable. (Note: information printed from the CCAP web site is NOT sufficient)

- All supporting documents must be available for uploads as attachment in the online application system.

Failure to submit all necessary information in support of an application will result in a significant delay in processing and may result in denial of an application.

**Fingerprint Requirement:** The following applicants are required to submit fingerprints to the Department of Public Instruction (DPI) when applying for a license:

- Applicants who have worked, resided, or physically attended classes in any of the locations listed below within the last twenty years (after age 17):
  - U.S. states other than Wisconsin
  - Listed U.S. territories (American Samoa, Guam, Puerto Rico, Commonwealth of Northern Mariana Islands, or Virgin Islands)
  - Canada
  - Great Britain (England, Scotland, or Wales)
- Applicants, who since their most recent submission of fingerprints to DPI have worked, resided, or physically attended classes in any locations listed above.
- Applicants who provide an address on their application that is in any of the locations listed above.

