

## Employee Acknowledgment

I acknowledge receipt of the MM1, Inc. Employee Handbook for the worksite Detroit Community Schools. In consideration of my employment I agree to read and abide by the conditions, rules, and policies of this **handbook and school policies as may be determined from time-to-time by the worksite.**

I understand and agree I can be terminated for any reason which is not prohibited by statute, or if I am in violation of a written School policy applicable to me which is in effect at the time of my termination. It is understood that the relationship is one of "at-will" employment with no definite period of employment. No other commitments have been made to me.

I agree that in consideration of my employment by MM1, Inc., all claims of any kind whatsoever that I may have against MM1, Inc. arising out of the employer-employee relationship, including but not limited to, wrongful discharge, or any other purported failure to comply with state or federal employment law, shall be resolved either in Wayne County or Oakland County Circuit Courts or the Federal Court for the Eastern District of Michigan. In such event, I agree that MM1, Inc. and I shall each bear our own legal fees, costs and expenses. I acknowledge that DCS is my worksite and that my employment relationship is with MM1.

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Employee Name **(Please Print)**

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Employee Signature

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Date

XXX-XX-

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Employee Social Security Number

**2014-2015**

## **Introduction to MM1, Inc.**

The Board of Directors of Detroit Community Schools contracted with the MM1 to provide a full range of human resource support. MM1 is a firm specializing in human resources, employee benefits, and payroll administration. You are employed by one of our operating companies, MM1, Inc.

Many successful businesses enlist the services of MM1 to help them provide better employee benefits, administer payroll, and assist in the administration of their personnel matters. We have become a personnel office resource for both Detroit Community Schools and for you. As an employee of DCS Schools, you are directly accountable to the CAO and his/her designee for your day-to-day performance.

All references to MM1, Inc. throughout this handbook are intended to refer to MM1, Inc. as your employer. Our goal is to provide you with the best employee services and the most attractive benefits we can offer.

Our management philosophy is that if everyone works as a team, the Academy will be much more successful. It is through teamwork that Detroit Community Schools will continue to grow and prosper. Each employee is considered an important part of the team and by contributing your efforts in a fair, safe and productive work environment; you will help Detroit Community Schools succeed in accomplishing its goals, focusing on student achievement.

It is our hope that you enjoy your work and the relationships you develop with the people around you.

**First Contact:** Detroit Community Schools  
Human Resources  
(313)537-3570  
(313)537-6904 (Fax)

**Second Contact:** MM1, Inc.  
3170 Old Farm Lane  
Commerce Twp., Michigan 48390  
248-313-2000  
248-313-2009 (Fax)

### ***Phone extensions to assist you:***

**Extension 112** Account Manager Payroll and Benefits

**Extension110** Workers' Compensation, Unemployment Claim Processing, FMLA

**Extension 103** Director of Human Resources

**Extension 107** Employee Documentation

**Extension 110** Direct Deposit, Friend of the Court, Garnishments, IRA Payroll Deduction

**Extension 104** Flexible Spending, 401(k)

## PURPOSE OF THE HANDBOOK

This employee handbook is a source of information about benefits, payroll, privileges, and procedures, along with a few general rules and policies. It is not a legal document or an employment contract.

This guide cannot anticipate every situation about your employment. In order to have the necessary flexibility in the administration of policies and procedures, MM1, Inc. will do its best to administer all procedures and privileges that are outlined in this handbook.

MM1, Inc. for the worksite Detroit Community Schools also reserves the right to revoke, modify, terminate, suspend, or change any or all of the procedures, plans, or policies contained in this handbook at any time, with or without advance notice.

Only the President of MM1, Inc. is authorized to create a personnel policy, procedure, or payment plan that binds MM1, Inc.. If the same conflicts with any provision of the handbook, the final decision shall be MM1, Inc.'s.

The term "Company" shall refer to MM1, Inc.

The MM1, Inc. Representative at the worksite Detroit Community Schools has been designated as the MM1, Inc. Liaison.

The practices and benefits outlined in this handbook are of a general nature. Consequently, MM1, Inc. reserves the right to include procedures or policies that address the particular situations of its clients and employees.

**NOTE: The policies contained herein shall supersede any previous policies set forth, with the exception of those provided to you by your worksite, Detroit Community Schools.**

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## **SECTION I: EMPLOYMENT POLICIES**

### **A. Equal Employment Policies**

MM1, Inc. is an equal opportunity employer. We will not discriminate against any applicant or employee because of age, citizenship, color, gender, gender orientation, handicap, height, weight, marital status, national origin, religion, or veteran status in compliance with all applicable laws. The Company also prohibits unlawful harassment on the basis of legally protected categories.

If you feel that you have been subjected to any type of employment discrimination, please notify your DCS supervisor. We want to resolve all employee concerns about possible employment discrimination.

If you need accommodations from the Company for a disability, please submit a written statement to Detroit Community Schools and to the Company of your need for accommodation. Under the Michigan Persons With Disabilities Act, employees are to notify the employer in writing of the need for accommodation within 182 days after they knew or should have known that an accommodation was needed. The Michigan Department of Civil Rights has prepared an optional form for use by employees in requesting accommodations.

### **B. Harassment Policy and Procedures**

MM1, Inc. and the worksite Detroit Community Schools are committed to providing a work environment that is free from discrimination. Therefore, MM1, Inc. maintains strict policy prohibiting harassment in any form of verbal, physical, visual, sexual, racial, religious or ethnic harassment. It is very important that all forms of harassment are reported.

Sexual, racial, religious or ethnic harassment at MM1, Inc. and the worksite Detroit Community Schools is unlawful discrimination. This policy and the law prohibit sexual, racial, religious or ethnic harassment and retaliation for having brought a complaint of or having opposed sexual, racial, religious or ethnic harassment and/or for having participated in the complaint process.

For the purposes of this policy, the term "sexual, racial, religious or ethnic harassment" means unwelcome sexual, racial, religious or ethnic advances, unwelcome requests for sexual, racial, religious or ethnic favors, and other unwelcome verbal or physical conduct or communication when:

- (a) Submission to such conduct or communication is made either explicitly or implicitly a term or condition of the individual's employment; or
- (b) Submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- (c) Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile, or offensive work environment.

Examples of unwelcome sexual, racial, religious or ethnic harassment include, but are not limited to, threatening adverse employment actions if sexual, racial, religious or ethnic favors are not given; promising special treatment in exchange for sexual, racial, religious or ethnic favors; unwanted physical contact; and/or sexual, racial, religious or ethnic offensive remarks, including the following kinds of behavior:

**Verbal:** Sexual, racial, religious or ethnic propositions, threats, or advances; continuing to express interest after being informed that the interest is not welcome; sexual, racial, religious or ethnic jokes; suggestive sounds or insulting comments; and all other abuse sexual, racial, religious or ethnic in nature.

**Visual:** Display of sexual, racial, religious or ethnic suggestive objects, pictures, or letters; obscene gestures; Sexual, racial, religious or ethnic suggestive or offensive graffiti.

**Physical:** Unwanted physical contact, including offensive touching, pinching, brushing the body, impeding or blocking movement; unwanted sexual, intercourse or other unwanted sexual, racial, religious or ethnic acts, sexual, racial, religious or ethnic assault or battery.

The employer does not condone any kind of sexual, racial, religious or ethnic harassment by anyone in the organization, clients, vendors, independent contractors, applicants for employment, or visitors to the workplace.

MM1, Inc. and the worksite Detroit Community Schools are responsible for managing a workplace free from sexual, racial, religious or ethnic harassment, for discouraging employment related sexual, racial, religious or ethnic harassment and for implementing and enforcing the policy.

Any matters when an employee feels that she/he has been subjected to sexual, racial, religious or ethnic harassment should be brought to the attention of the DCS supervisor or DCS Human Resources Director and must be reported immediately to MM1.

MM1's, on site Human Resource Director will investigate all allegations promptly using the following procedures where the situation cannot be resolved to the satisfaction of the complainant.

1. Interviewing the complainant when the complaint is first presented and when it is put into writing.
2. Interviewing all witnesses that the complainant identifies and putting it in writing.
3. Reviewing all documents and evidence submitted by the complainant.
4. Interview the alleged harasser and documenting interview.
5. Interviewing all witnesses identified by the alleged harasser and documenting their statements either by the witnesses writing their statements and signing them or some other mechanism acknowledged by the witness.
6. Interviewing all other potential witnesses who might have observed the conduct alleged or may possess knowledge about the investigation. All statements must be in writing, either by the witnesses themselves or by documenting their statements in writing to be signed or otherwise acknowledged by the witnesses.
7. Reviewing all documents or other evidence submitted by the alleged harasser.
8. Advising complainant and all witnesses of the confidentiality of the investigation.

9. Completing a written determination of the validity of the complaint.

If MM1, Inc. finds that a violation of this policy has occurred, MM1, Inc. will take prompt and appropriate action to eliminate the policy violation and to insure that it does not recur.

Such action may include:

1. Disciplinary action of the harasser up to and including termination of employment
2. Restoration to an individual of any employment benefits or employment status that occurred as a result of the sexual, racial, religious or ethnic harassment or the exercise of the right to make a complaint of sexual, racial, religious or ethnic harassment oppose sexual, racial, religious or ethnic harassment or to participate in an investigation under this policy.
3. Removal from the individual's personnel record or other records of MM1, Inc. of any documents containing adverse or negative references to the complainant flowing from the policy violation.
4. Appropriate measures to assure all individuals adversely affected by the filing of a complaint, or opposition to sexual, racial, religious or ethnic harassment is restored to the position held prior to the policy violation.
5. Removal of the effects of the policy violation, such as offensive graffiti or posters of visual sexual, racial, religious or ethnic harassment, or the elimination of unwanted physical contact.
6. Republication of the policy that was violated and in-house training relating to this policy.

If MM1, Inc. determines that a violation of this policy has not occurred, MM1, Inc. will:

1. Advise the complainant and the alleged harasser of the results of the investigation and the reasons for its finding of no policy violation;
2. Advise the complainant and the alleged harasser that sexual, racial, religious or ethnic harassment is not in the workplace and that MM1, Inc. is committed to enforcing this policy.
3. Advise all individuals involved that no harm is done for making a complaint of sexual, racial, religious or ethnic harassment, opposing sexual, racial, religious or ethnic harassment, or for participating in the investigation under this policy.
4. Advise the complaint to provide additional information relating to any policy violations in the future.
5. Take the appropriate measures to assure that this policy, and MM1, Inc.'s commitment to enforcing this policy, is communicated again in the workplace, such as republication of the policy and in-house training pertaining to the policy.

If after the investigation MM1, Inc. determines that there is insufficient information from which to make a determination whether a policy violation has occurred, MM1, Inc. will:

1. Inform the complainant of a need for additional information
2. In the absence of additional information, inform the complainant and the alleged harasser of its finding that no determination can be made;
3. Advise the complainant and the alleged harasser that MM1, Inc. is committed to enforcing this policy and will not tolerate sexual, racial, religious or ethnic harassment or retaliation of any kind.
4. Advise all individuals involved there will be no retaliation for making a complaint.



5. Advise the complainant to provide additional information relating to any policy violations in the future.
6. Take appropriate measures to assure that this policy, and MM1, Inc.'s commitment to enforcing this policy is communicated in the workplace, such as republication of the policy and in-house training to this policy.

MM1, Inc. will not let an employee be retaliated against for making a complaint of sexual, racial, religious or ethnic harassment, opposing sexual, racial, religious or ethnic harassment, or participating in an investigation under this policy, regardless of whether a policy violation is found, no policy violations found, or no determination of a policy violation is possible.

Supervisors may not use their position in a harassing manner. Therefore:

- No supervisor may threaten that an employee's refusal to submit to sexual, racial, religious or ethnic harassment will adversely affect the employee's job, pay, or advancement, in any way. This includes, but is not limited to, unwelcome sexual, racial, religious or ethnic advances, requests for sexual, racial, religious or ethnic favors, or other verbal or physical conduct of a sexual, racial, religious or ethnic nature
- No supervisor may create a hostile, intimidating, or offensive work environment caused by sexual, racial, religious or ethnic harassment.
- No supervisor may condone or tolerate a hostile, intimidating, or offensive work environment created by the sexual, racial, religious or ethnic harassing actions of employees.
- No supervisor may date a subordinate or non-supervisory employee.

It is important that you report any and all incidents of sexual, racial, religious or ethnic harassment. You have the right to speak with either a male or female to file your complaint. The Company will carefully investigate all complaints of sexual, racial, religious or ethnic harassment.

The company prohibits racial harassment or harassment based upon national origin.

MM1, Inc. and the worksite Detroit Community Schools shall not tolerate or condone any such behavior. Please report any such incidents of racial or ethnic harassment.

We will respect the privacy of the employee making the complaint and the accused employee to every extent possible during the investigation. The Company will take prompt corrective disciplinary action, up to and including discharge, against any employee who has been **confirmed** to have engaged in any form of sexual, racial, religious or ethnic harassment.

Once again, if you believe you have been harassed, in any way, by a co-worker, supervisor, agent, or client of MM1, Inc. or the worksite Detroit Community Schools, you should promptly report the facts of the incident and the names of the individuals involved to the MM1, Inc. Liaison who will promptly notify the President of MM1, Inc.. An investigation of all claims will take place and appropriate corrective action will be taken.

If you have any questions concerning any type of harassment, please feel free to contact MM1, Inc. at 248-313-2000 extension 106.

**IT IS IMPORTANT THAT YOU INFORM US SO THAT ACTION MAY BE TAKEN.**

### **C. Employment At-Will**

MM1, Inc. at the worksite Detroit Community Schools employs on an at-will basis. At-will employment means that you may terminate your employment at any time. Likewise, MM1, Inc. at its discretion can terminate the employment of an employee at its will for any reason or no reason, with or without cause, at any time, with or without advance notice or warning. The work site retains the right to request that MM1 reassign an employee.

This handbook supersedes and negates any prior statements, agreements, practices, policies, and representations, oral or written, that the Company would employ any employee on other than an at-will basis.

None of the policies or practices described in this handbook constitutes or can be construed as a contractual obligation of the Company to employ an individual for any specific term or to discharge an employee only for cause. Nothing in this handbook limits or modifies the right of the Company to terminate, at its will, its employment relationship with any employee.

Only an agreement in writing signed by the president of MM1, Inc. and an employee expressly and specifically for the purpose of changing the at-will employment relationship can modify the at-will nature of employment. No other employee, manager, supervisor, client, officer, agent, or other representative has the authority to change at-will employment. Any such written modification in no way relates to employment at a specific worksite – in this case Detroit Community Schools.

### **D. Employment Eligibility**

All employees shall be hired in compliance with Federal and State regulations and applicable laws.

MM1, Inc., in compliance with the Immigration Reform and Control Act of 1986, will hire only those individuals who are authorized to work in the United States.

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

MM1, Inc. requires all employees to submit a copy of a valid social security card at the time of hire. If a valid social security card is not submitted within five (5) days of hire, MM1, Inc. will conduct a social security number verification.

All individuals are required to submit documentation proving their identity and employment authorization. You will also be required to complete and sign, under oath, a Department of Homeland Security U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification. Form I-9 requires you to certify that you are authorized to work in the job for which you are hired and that the documents you submit, of your choosing from the Lists of Acceptable Documents Form I-9 (Rev. 03.08.13) Page 9, are genuine.

If you are authorized to work in this country for only a limited period of time, you will be required to submit proof of your continued employment authorization. In order to remain employed by MM1, Inc. at the worksite Detroit Community Schools your documentation must be submitted prior to the expiration of that period. You must also sign another Form I-9.

### **E. Employment Requirements**

All employment is contingent upon the verification of prior employment and education

accomplishments as well as an acceptable comprehensive FBI background check and any other form of background investigation as may be required by Public Act 99 (1992); amended by Public Act 68 (1993).

Should it be necessary to employ a person prior to receipt of the above reports, such person shall be employed on a provisional basis for up to sixty (60) days. Any information contained in said reports which do not meet MM1, Inc. and the worksite Detroit Community Schools standards will be grounds for dismissal.

Any misstatement of fact or omission material to qualifications or background shall be considered grounds for discharge. In addition, special new hire policies may be necessary due to a particular job requirement. These policies and those of the work site, Detroit Community Schools are a condition of your employment.

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

MM1, Inc., with the approval of Detroit Community Schools, may hire family members of current employees or board members at the worksite Detroit Community Schools; however MM1, Inc. for the worksite Detroit Community Schools has adopted a policy that an employee may not be under the direct supervision of another family member.

**F. Certification and Proof of Highly Qualified Status – Educational Staff**

Employee shall provide employer with evidence satisfactory to employer that employee is properly licensed to teach the grade(s) which employee may be assigned to teach. If employee is not properly credentialed, employee shall provide employer with all information and documentation necessary to apply for a special permit from the Michigan State Board of Education. If employee is non-certified and employed by means of special permit, employment shall terminate if the permit expires by limitation and is not immediately renewed, or if it is suspended or revoked by proper legal authority, or at such time as employer is able to secure the services of a qualified teacher holding a valid and appropriate provisional certificate. However, in regard to the latter point, termination will not occur until the end of the semester, term or marking period. If employee is employed by means of a special permit, employee understands and agrees to make reasonable efforts to obtain the necessary certification to be licensed to teach the grade(s) which employee has been assigned to teach.

All educational staff must meet the criteria for the National No Child Left Behind Highly Qualified requirements as may be applicable to their position at the Academy worksite. If it is found employee does not meet the requirements and does not make reasonable effort or is unable to provide proof of Certification, or Official Transcripts or pass the Work Keys as required, action may be taken up to and including termination.

**G. Disclosure Authorization**

Employee agrees to execute the Disclosure Authorization Form, authorizing his/her current and /or former employer(s) to disclose to employer any unprofessional conduct by employee and to make available to employer copies of all documents in employee's personnel records maintained by such current and/or former employer(s) relating to that unprofessional conduct. Employer agrees that any information obtained in the course of this investigation into previous conduct will be held strictly confidential by employer and its agents. Information that is gathered will be used only for the purpose of evaluating employee's qualifications for employment.

Employee understands and agrees employment is conditional based upon results of investigation.

#### **H. Your Personnel Records**

Your employment record is kept in a confidential file in the personnel department. Your job application, promotions, performance appraisals, transfers, and any other information that affects you as an employee are recorded here.

This information needs to be kept up-to-date. You should notify your supervisor or the personnel department of any changes, such as a new address, telephone number, change in your marital status, number of dependents, etc. This information is important for tax purposes and/or for your insurance program.

Your personnel file is available for your reference and review per the provisions of the Bullard-Plawecki Act 397 of 1978. Should you wish to review this information, submit a written request to the MM1, Inc., Human Resources Liaison to schedule an appointment during normal working hours for review of your file. Contact MM1, Inc. Payroll Administration at (248) 313-2000 if you need employment information for a home loan or other employment verification.

#### **I. Dispute Resolution**

MM1, Inc. values its relationship with its employees and for this reason has developed a special procedure for an employee to address work-related problems. The Company encourages you to resolve work-related problems through the normal chain of supervision. However, we recognize that there are occasions when informal resolution is not possible, so we have established the following Complaint Review procedure:

1. If you wish to have a complaint reviewed, verbally notify your immediate worksite supervisor of your complaint within 24 hours of the event that caused the complaint. You should support your complaint with as many facts as possible. Within 24 hours following your request for review, your supervisor will verbally respond to your complaint.
2. If you are dissatisfied with the supervisor's verbal response, you have three days to file a written complaint with the MM1, Inc. Liaison. The written complaint must give all of the relevant facts, circumstances, reasons supporting your complaint and the specific action you wish taken to resolve the problem.
3. Your supervisor will be notified by the MM1, Inc. Liaison that she/he has received your written complaint or request for review. He/She will then review all pertinent materials and interview all affected parties and submit the results to Detroit Community Schools or the Human Resources and within ten working days in written form to your supervisor and you. In the event that there is a problem involving the immediate supervisor, where he/she is either engaged in wrongful conduct, or will not respond to the complaint, you may contact the CAO at Detroit Community Schools, or the President of MM1, Inc. to file your complaint.

## SECTION II: COMPENSATION POLICIES

### A. Categories of Employment

Since all employees are hired for an unspecified duration, these categories do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and MM1, Inc. at the worksite Detroit Community Schools. Accordingly, either the employee or the Company can terminate the employment relationship at-will.

1. **Full-time Professional Staff:** An Educational Leader, Teacher, Paraprofessional, Social Worker, Counselor, Nurse or Business Manager who works at least thirty (30) hours per work week on a regular basis. The employee may be entitled to receive available health care benefits. .
2. **Part-time Professional Staff:** An Educational Leader, Teacher, Paraprofessional, Social Worker, Counselor, Nurse or Business Manager who works less than thirty (30) hours per work week on a regular basis. Part-time employees are not entitled to receive company-paid group health insurance.
3. **Full-Time Support Staff:** A Secretary, Administrative Assistant, Clerk, Maintenance Worker, Security, Cafeteria/Food Service Worker or Teacher Aide who works at least thirty (30) hours per work week on a regular basis. The employee may be entitled to receive available health care benefits.
4. **Part-Time Support Staff:** A Secretary, Administrative Assistant, Clerk, Maintenance Worker, Security, Cafeteria/Food Service Worker or Teacher Aide who works less than thirty (30) hours per work week on a regular basis. Part-time employees are not entitled to receive company-paid group health insurance.

**NOTE:** All employment is contingent upon the verification of prior employment and education accomplishments as well as a comprehensive FBI background check and any other form of background investigation deemed reasonable by the Board. Any misstatement of fact or omission material to qualifications or background when discovered, shall be considered grounds for discharge. In addition, special new hire policies may be necessary due to a particular job requirement. These policies are a condition of your employment.

### B. Work Schedule

The work week begins each Monday and ends each Sunday. Working schedules at the worksite Detroit Community Schools may require variations in each employee's starting and quitting times. Punctual and consistent attendance is a condition of employment. Consult the Human Resources Director for your scheduled hours of work. Ten-month employees are required to report two weeks in advance of the start of the school year, as directed by the CAO. Teaching staff is expected to provide students with additional help or tutoring after school.

### C. Employee Timekeeping

Detroit Community Schools keeps track of hours worked by use of a time tracking system. You will be paid according to the time recorded by the time tracking method or other hours as may be applicable. If you forget to sign/punch in or out consult the Detroit Community Schools SOP's for the worksite policy. If you believe there are mistakes on your time record, you should notify Detroit Community Schools Human Resources immediately. Handwritten entries to payroll are valid only when initiated by Human Resources at Detroit Community Schools..

### D. Pay Scale

Our goal is to provide you with a fair and equitable pay scale for the job you perform. An increase in wages is at the discretion of Detroit Community Schools management and subject to

the school's operating budget.

#### **E. Payday**

- Payday is semi-monthly on the 15<sup>th</sup> and 30<sup>th</sup> of each month. If the payday falls on a scheduled day off, such as a holiday, payday will be the last working day before the scheduled payday. The Company does not provide any payroll advances or extend credit to employees.

MM1, Inc. prepares and issues your paycheck with information provided by the worksite Detroit Community Schools. While great care is taken in this responsibility, mistakes sometimes occur and disputes can arise. In the event a problem or dispute arises, MM1, Inc. has established the following procedures for resolving issues regarding paycheck mistakes and disputes.

- Dispute over rate of pay, hours worked, etc. – contact the Detroit Community Schools Human Resources office immediately. **If you lose a paycheck, you must notify** Detroit Community Schools Human Resource Office **immediately**. A stop payment will be issued and a \$35.00 administrative fee will be imposed to cover processing costs. Another paycheck will be issued within 48 to 72 hours.

**To avoid lost or stolen checks and the necessity of standing in bank lines, you may elect to have your paycheck directly deposited in any financial institution that is a member of the Automated Clearing House Association of Banks. Applications for participation are available from the Detroit Community Schools business office.**

#### **F. Overtime**

From time to time hourly employees may be asked to work over their normal scheduled hours. Overtime hours worked in excess of the normal scheduled workweek (forty hours) that are approved in advance, by your supervisor, will be paid at the rate of one and one half (1 1/2) times your base rate of pay per hour for non-exempt positions. Hours worked means time actually spent on the job. It does not include travel time or hours away from work regardless if the time off is paid or unpaid.

**All overtime must be approved in advance by your supervisor. Any hours worked without the prior consent of your supervisor will not be paid.**

#### **G. Emergency Closings**

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt school operations. In extreme cases, these circumstances may require the closing of the school. In the event that such an emergency occurs during nonworking hours, local radio and/or television stations will be asked to broadcast notification of the closing.

When the decision to close is made AFTER the workday has begun, employees will receive official notification from the CAO. In these situations, hourly employees will be paid for their regularly scheduled work hours. When the decision to close is made BEFORE the workday has begun, time off from regularly scheduled work will be paid. However, if the elimination of those work days results in a need to extend the school year, no additional compensation will be paid for salaried employees.

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

## **H. Educational Assistance**

Employees may ask for pre-approval for partial or full reimbursement for seminars or courses in their areas of expertise, provided that they are employed in that area: Payment is not guaranteed, as it will depend upon the fiscal condition of the District at that time. These decisions are within the discretion of the CAO.

## **I. Payroll Deductions**

MM1, Inc. is required to make proper deductions from your earnings on your behalf. Amounts withheld vary according to your earnings, your marital status, government employment regulations, your tax elections and other factors. These mandatory deductions are made until the maximum amount is reached. These deductions include federal and state income taxes, Social Security/Medicare, local income tax (where applicable), and wage garnishments.

### **MM1, Inc. may be required by law to recognize certain court orders, garnishments, liens, and wage assignments.**

Other deductions may be made from your paycheck, with your permission, including:

- Employee and/or Dependent Health Insurance
- 401(k) Retirement Savings
- Credit Union
- Direct Deposit Deductions
- Life Insurance
- Disability Insurance
- Other Services You Request as may be available.

## **J. Resignation, Reduction of Staff, and Terminations**

If you find it necessary to resign, you are requested to give advance notice in writing to your supervisor, indicating the last day you will be working. A two-week notice period is expected. If you resign without notice, you may forfeit your eligibility to be rehired.

Prior to receipt of your final check, you are expected to return all Detroit Community Schools and company-owned property, including but not limited to, office and equipment keys, equipment, radios, laptops, et al.

Financial reversal or economic slowdown at the worksite Detroit Community Schools may make it necessary to reduce your paid working hours or may cause a layoff.

The following are considered as terminations:

1. Voluntarily quitting
2. Discharge for cause
3. Absence for three (3) consecutive working days without your Supervisor's permission and without proper daily notification.
4. Working for another employer during a leave of absence without written consent of the employer.
5. Failure to return to work immediately upon expiration of a leave of absence, unless such failure is due to an injury or illness which makes it impossible for the employee to return.
6. Failure to report to work immediately after being released to work by a physician following a workers comp injury or sick leave.

### SECTION III: LEAVE OF ABSENCE POLICIES

Leave time, time off from scheduled workdays, may be classified as holidays, bereavement, sick leave, vacation, military leave, educational leave, jury duty and FMLA.

#### **A. Holidays**

Holidays are observed at Detroit Community Schools with paid leave from scheduled work time. Regular salaried full-time employees are eligible for holiday time with pay.

#### **The following days are paid holidays:**

|                             |                                     |
|-----------------------------|-------------------------------------|
| New Year's Day              | (January 1 <sup>st</sup> )          |
| Martin Luther King, Jr. Day | (3 <sup>rd</sup> Monday in January) |
| Memorial Day                | (last Monday in May)                |
| Independence Day            | (July 4)                            |
| Labor Day                   | (first Monday in September)         |
| Thanksgiving Day            | (fourth Thursday in November)       |
| Christmas Day               | (December 25)                       |

Eligible employees must work the regularly scheduled days before and after the holiday to be paid for the holiday. If an employee is required to work on a scheduled holiday, the wage rate will be one and one-half time base pay.

Employees may recognize other religious or ethnic holidays by use of their personal and/or vacation time as available.

#### **B. Bereavement**

Bereavement is leave granted due to the death of a family member and may be paid as follows: Detroit Community Schools worksite will grant all employees up to three (3) working days off with pay when a death occurs in their immediate family. Immediate family is defined as mother, father, sister, brother, husband, wife, son, daughter, grandparent, mother-in-law, father-in-law, sister-in-law and brother-in-law.

#### **C. Paid Time Off (PTO)**

Upon commencement of employment, employees with the exception of teachers, shall begin earning paid personal leave at the rate of one work day per month to a maximum of nine (9) off per school year. Paid personal leave is available after 90 days of employment and may be taken in minimum of one-half (1/2) day increments. Advance approval of PTO is required from employee's supervisor at least 10 days in advance, unless due to illness. Additional vacation (PTO) times may be awarded at the discretion of the District.

#### **D. PTO: Classroom Teachers**

Classroom teachers earn ½ day per month for sick time up to a maximum of five days per school year. : The time may be taken only as it is earned and proof of illness must be provided at the request of Human Resources and is required after two (2) consecutive days of sick time taken. Failure to provide medical evidence of illness will result in deduction from pay. One (1) additional day per semester, for a total of two (2) days per school year, may be taken as "personal" days. Personal days taken in excess of one (1) day per semester will result in deduction from pay.



### **E. Military Duty**

As a member of the United States Military Reserve or National Guard you may be required to take time off to meet annual minimum active training requirements. All military leaves will be given in accordance with legal requirements. Contact your immediate Supervisor with notice of an upcoming period of service. Contact Human Resources for further information or refer to the USERRA (Uniform Services Employment and Reemployment Rights Act) for further detail on your rights and responsibilities.

### **F. Jury Duty**

A regular, full-time employee who is called for and serves on jury duty shall be granted the necessary time off.

### **G. Family and Medical Leave Act**

#### **Basic Leave Entitlement:**

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or childbirth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

#### **H. Military Family Leave Entitlements:**

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

When an employee recognizes the need for a FMLA leave, the employee must give thirty (30) days notice *if the leave is foreseeable*. In the event that a thirty (30) day notice cannot be given, notice must be given as soon as practicable. Leaves that are due to serious health conditions will require medical certification. A form for medical certification is available from MM1, Inc.. Employees absent for a week or more must present a medical release from a licensed health care provider before being permitted to return to work.

Benefit coverage for all insurance purposes will be maintained during the leave. Any share of the health plan premiums, which had been paid by the employee prior to the leave of absence must continue to be paid for by the employee throughout the FMLA period. Employees that have contributions to their insurance premiums paid by their employers will continue to have that portion paid by their employer.

Most employees returning from a FMLA leave will be restored to the pre-leave position or to an equivalent position with equivalent employment benefits, pay, and other terms and conditions of employment. Upon return from a leave, an employee will not have to re-qualify for the benefits the employee enjoyed before the FMLA leave began.

MM1, Inc. may deny reinstatement to a salaried employee who is among the highest paid ten (10) percent of the employees employed by the company, if the denial is necessary to prevent substantial and grievous economic injury to the operations of the employer.

MM1, Inc. will make every effort to grant requested leave to an eligible employee. However, when granting such leave that would cause undue hardship in an assigned location, circumstances may prevent leave being granted to the employee.

Due to the complex nature of this act, MM1, Inc. provides the above information as a guideline only, please contact MM1, Inc. for detailed information.

## SECTION IV: BENEFIT PROGRAMS

### A. Receiving Medical Benefits

After completion of the established 30 day benefit waiting period, eligible employees may sign up for benefits beginning the first day of the month.

***NOTE:*** Should you have any questions concerning health insurance or any of the benefits listed in this section, contact your Detroit Community Schools supervisor or call the benefits department at MM1, Inc., 248-313-2000 ext. 112.

### B. Group Coverage Options

1. **Group Medical Insurance** – MM1, Inc. at the Detroit Community Schools has available a group medical insurance plan for full-time eligible employees who have completed the established waiting period.

Upon eligibility, employees will receive a benefits package from MM1, Inc. detailing the medical coverage available and its cost. Enrollment forms will be included with instructions on the deadlines for enrollment. It is the employees' responsibility to make sure that all enrollment forms are received by MM1, Inc. prior to the enrollment deadline. Failure to submit enrollment forms in a timely fashion will result in employee's ineligibility for benefits requiring employee to wait for coverage until next scheduled open enrollment date.

**Coverage for group medical plans always begins on the first day of the calendar month following the completion of the waiting period, and COVERAGE ENDS ON THE LAST DAY OF THE MONTH IN WHICH THE EFFECTIVE DATE OF SEPARATION OF EMPLOYMENT OCCURS.** *Non-returning Ten Month Employee's coverage ends August 31<sup>st</sup> of the current school year.*

**Detroit Community Schools may contribute toward the cost of medical coverage for all eligible employees and their dependents.**

### C. Social Security/Medicare

You are covered under the provisions of the Federal Insurance Contribution Act (FICA), better known as Social Security/Medicare. Social Security/Medicare benefits are often of great importance to you and your family in preparing for the future.

The amount deducted from your wages is matched by the firm and credited toward your Social Security/Medicare benefits. If you need assistance, contact either your local Social Security office or MM1, Inc. for further details.

### D. Unemployment Insurance

You are covered by state and federal unemployment insurance. You are entitled to benefits under this plan if you become unemployed through no fault of your own. The contribution to this benefit is provided by MM1, Inc. and requires no payroll deduction on your part.

### E. Miscellaneous Benefits

1. **Flexible Spending Accounts** - Establishing a Flexible Spending Account with MM1 will enable you to redirect a portion of your salary through payroll deductions to be held on your behalf and used to reimburse you for certain medical and dependent care expenses. The

amount of the payroll deduction you choose is used to reduce your taxable income. No federal income tax, social security tax or state income tax will be withheld from the amount of your payroll deduction.

2. **IRA Payroll Deduction Plan** – All employees are eligible for this optional investment benefit, contact (248) 313-2000 ext. 112 for further information.

## SECTION V: EMPLOYEE CONDUCT

### A. Company Rules

You are expected to demonstrate common sense, good judgment, and ethical personal behavior. If your conduct comes into question, MM1, Inc. at the worksite Detroit Community Schools will make every effort to resolve the matter fairly. These rules are not intended to limit the proper rights of anyone – they are intended to **protect** the rights of everyone. DCS as a work site, has the right to determine whether you may work at their site. This decision is an at-will decision and may be made without cause.

1. You are expected to be at your work place and ready to work at the established starting time, and are expected to remain at this position and perform your work assignments until your lunch break period or the end of your work shift.
2. You must be available for work as scheduled or requested.
3. You are not to gather on Company property to conduct personal business during working hours. Excessive use of DCS phones for personal reasons is unacceptable.
4. Protective equipment required by MM1, Inc. at the worksite Detroit Community Schools must be properly utilized at all times.
5. You will be responsible for all property of the worksite Detroit Community Schools that has been placed in your custody.
6. Any and all personal property confiscated by an employee from a student must be immediately turned into the School Principal or Superintendent/CAO.
7. You must report all injuries or accidents involving a student immediately, along with completing an "Incident Report."
8. You are expected to behave in a professional and ethical manner at all times.
9. You must perform all assigned duties and fulfill your responsibilities in accordance with Detroit Community Schools' standards as may be amended from time-to-time.
10. You are expected to enforce all school policies, including but not limited to cell phones dress code, disciplinary policies etc.

### B. Company Liability

1. **Personal Property** – MM1, Inc. and the worksite Detroit Community Schools are not responsible for loss or damage to your personal property. Personal items such as purses, cellphones, computers and all other valuables should not be left in areas where theft or damage might occur.
2. **Automobile Damages** – MM1, Inc. and the worksite Detroit Community Schools are not responsible for damages done to your car while on MM1, Inc. or the worksite Detroit Community Schools property or while carrying out Company business.
3. Detroit Community Schools is not responsible for loss of student property that you may agree to safeguard for a student: In that this would be a violation of DCS policy, and damage or loss will be your responsibility.

### C. Honesty

MM1, Inc. and the worksite Detroit Community Schools take pride in all loyal and honest employees. It is our hope that you take pride in your association with us, as well. Theft and dishonesty are considered serious offenses. Please make sure that you understand all policies and procedures regarding dishonest behavior (see Prohibited Behavior below). Disciplinary action, up to and including immediate termination, will occur for any acts of dishonesty.

#### **D. Tardiness and Absenteeism**

Absenteeism and tardiness represent a serious loss to you and to MM1, Inc. and the worksite Detroit Community Schools. If you are absent work scheduling becomes difficult and it imposes a hardship on your coworkers when others have to cover your job. It is important that you be at work at your appointed time every day you are scheduled. The Detroit Community Schools work site uses a Biometric system: You must follow the worksite rules as it relates to the use of this system.

You must report to your supervisor at least one hour before the scheduled starting time of your day if you are going to be absent or late. **Supervisors are required to report all employee tardiness and absenteeism to the HR Liaison. Teachers must text Human Resources Director, Patricia Peoples at 313-942-6565 between 5:30 am and 6:00 am each day they will not be at school.** Substitutes will be called by the Human Resources Director or her designee. If you fail to report for work for three scheduled working days without proper notification, you may be considered to have voluntarily quit and you may be terminated.

Hourly employees who report for work on their scheduled shifts, without receiving advance notice that their services will not be required that day, will receive a minimum of one hour of pay even if they fail to actually work one hour. This is provided that the Company sends the employee home due to no fault of the employee.

#### **E. Prohibited Behavior**

The following are examples of some, but not all, types of conduct that will not be tolerated. These behaviors may require disciplinary action, up to and including termination:

1. Bringing firearms or weapons (of any kind), intoxicating liquors, narcotic drugs, illegal drugs, or chemicals into the office or onto the premises of work.
2. Working while under the influence of alcohol, drugs, or intoxicants of any type.
3. Disrespectful behavior toward any supervisor, co-worker, student or parent, including cursing and/or swearing.
4. Physical confrontation with a supervisor, co-worker, student or parent.
5. Falsifying information on ANY forms, reports, and/or records.
6. Falsely stating or making claims of injury.
7. Removing or using, without authority, property, records, or other materials of MM1, Inc. and the worksite Detroit Community Schools, or other persons.
8. Fighting, threatening, intimidating, or coercing any supervisor, co-worker, student, parent or visitor.
9. Damaging or destroying MM1, Inc. or the worksite Detroit Community Schools property, or wasting company materials.
10. Loitering or sleeping while on duty.
11. Refusing to follow a supervisor's directions or instructions and/or other insubordinate conduct.
12. Failure to comply with the established curriculum.
13. Violating safety or health rules or practices, or engaging in conduct which creates a safety hazard.
14. Engaging in unlawful or improper conduct off the work premises or during non-working hours, which would have a negative effect on the employee's ability to work, other employees or supervisors, Company products, property, reputation, and goodwill in the community.
15. Engaging in conduct detrimental to the Company or School worksite's reputation.
16. No transporting of students to or from any off-site school or non-school event without proper

written consent and approval having been obtained from the Board or Superintendent of the School, and a written and fully signed consent and release of liability by the Parent or Guardian of the Student(s) and the student if he/she is over 18.

17. Leaving your department or work before the end of the shift without prior authorization from your supervisor.
18. Using Company facilities and time for personal business.
19. Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of the school campus worksite.
20. Unauthorized possession or use of MM1, Inc. and the worksite Detroit Community Schools keys.
21. Soliciting or accepting tips from visitors or other employees.
22. Failure to observe smoking rules.
23. Inappropriate dress or appearance. All employees are to present a clean, neat and professional appearance. Dress is to be business casual.
24. Sexual, racial, religious or ethnic or other unlawful or unwelcome harassment.
25. Excessive absenteeism or any absence, without notice
26. Unauthorized use of the property, equipment, or facilities of MM1, Inc. and the worksite Detroit Community Schools. Unauthorized use of telephones for personal use during working hours.
27. Failure to keep all locks kept locked after use, and to maintain all keys for equipment, buildings or rooms in a safe place.
28. Violation of any policy in this handbook.
29. Leaving the work site for multiple days or weeks without submitting the proper paperwork for approval.
30. Use of your relationship with Detroit Community Schools to represent yourself as having authority to contract, apply for or obtain funding without advance written authorization from the CAO.
31. Working for another entity (full-time employees) without the knowledge and approval of Detroit Community Schools.
32. Entering into agreements or contracts of any sort on behalf of DCS, without the prior written authorization of the CAO.
33. Brining volunteers or others into the school buildings without prior written authorization of the HR Director or the CAO.

When an employee engages in conduct in violation of the Section E Prohibited Behavior rules and the conduct is committed off-duty and not on School Worksite property, the Employer may discipline the employee, up to and including discharge, whenever the conduct causes unfavorable publicity to MM1, Inc. or the Detroit Community Schools, impairs the credibility of the employee to perform the employee's job, or is otherwise connected to MM1, Inc. employment at the Detroit Community Schools. Conduct that is off-duty but on Detroit Community Schools property or that is directed toward Detroit Community Schools students, employees, representatives, or property is always connected to MM1, Inc. employment at the Detroit Community Schools. Likewise, conduct that is on duty but off Detroit Community Schools property is always connected to MM1, Inc. employment at the Detroit Community Schools.

## F. Corporal Punishment

The section of the *Revised School Code* that addresses this issue is contained in the Michigan Compiled Laws under MCL 380.1312.

### ***Corporal Punishment Prohibited***

Corporal punishment against a pupil by an employee, volunteer or contractor of a local or intermediate school district, or public school academy is prohibited by section 380.1312 of the Revised School Code. The law defines corporal punishment as “the deliberate infliction of physical pain by hitting, paddling, spanking, slapping, or any other physical force used as a means of discipline.” It does not include physical pain caused by reasonable physical activities associated with athletic training.

### ***Reasonable Physical Force***

Although the use of corporal punishment is prohibited, the use of **reasonable physical force necessary** to maintain order and control for the purpose of providing an environment conducive to safety and learning is permitted in the following situations:

- To restrain or remove a pupil whose behavior is interfering with the orderly exercise and performance of school district or public school academy functions within a school or at a school-related activity, if that pupil has refused to comply with a request to refrain from further disruptive acts
- For self-defense or the defense of another.
- To prevent a pupil from inflicting harm on himself or herself.
- To quell a disturbance that threatens physical injury to any person.
- To determine whether a student has and to obtain possession of a weapon or other dangerous object upon or within the control of a pupil.
- To protect property.

An individual who uses corporal punishment or physical force against a pupil which is not reasonably necessary may be disciplined by the school district board or public school academy and prosecuted by law enforcement. In determining whether the person has used reasonably necessary physical force, “. . . deference is given to the reasonable good-faith judgments made by that person.”

### ***Code of Student Conduct***

The local or intermediate school district, or public school academy must develop and implement a code of student conduct and enforce its provisions regarding pupil misconduct in the classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether or not it is held on school premises. Employees are expected to enforce code provisions as to all students

### ***Alternatives to Corporal Punishment***

Local and intermediate school districts and public school academies must approve and distribute to each employee, volunteer, and contractor a list of alternatives to the use of corporal punishment. The Department of Education has developed guidelines that illustrate alternative methods to the use of corporal punishment.

*This information is provided as a service of the Michigan Department of Education and is distributed with the understanding that the Department is not engaged in rendering legal advice. Those individuals desiring or requiring legal advice should seek the services of an*



attorney.

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

State laws require that all professional people report all suspected child-abuse cases to the proper authorities in a timely manner. Failure to do so can result in prosecution. More importantly failure to report suspected child abuse may allow continued damage to occur to that child.

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

- Notify Child Protective Services and the Superintendent immediately that you have done so.
- Advise the Principal and/or Superintendent immediately.
- Document all evidence of the suspected abuse and/or neglect.

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

**Any employee who, in the judgment of the MM1, Inc., has engaged in abusive or inappropriate conduct directed at a student will be subject to disciplinary action up to and including immediate termination AND will be reported to the authorities.**

### **H. Telephone, Mail and Electronics**

The use of business phones is limited to official company business. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Under no circumstances should you make or charge a long-distance call unless it is work-related and approved by your supervisor. Use of personal cell phones outside of your lunch and break periods is strictly prohibited.

The use of Company stationary, stamps, postage meters, or other supplies for your personal mail is prohibited. Have all of your personal correspondence sent to your home address unless you have permission from your supervisor. Your personal stamped mail may be placed with the other mail and will be taken to the post office at the same time as our business mail.

Electronic mail, including Internet and Intranet access, is provided to employees as a business communication tool for appropriate internal and external business uses. The e-mail system is owned solely by the company and information in the system will be treated just like other company business records, files, electronic records, documents, materials and equipment.

Employee should expect that all telephone, mail and electronic activity will be reviewed by Detroit Community Schools. Employees share their desks and other equipment with the school and should therefore refrain from keeping personal property in such areas. Employees shall have no expectation of privacy while on school property.

### **I. Social Media Policy**

As part of its effort to better serve and communicate, The worksite Detroit Community Schools may create a presence on and utilize social media and social network sites (collectively referred to as "social media"), including but not limited to a School-sponsored blog, Facebook page and/or Twitter account. Some MM1, Inc. staff at the School worksite Detroit Community Schools may have the responsibility to or may be encouraged to contribute to the various School sponsored social media activities.

However, staff members are prohibited from interacting with students on private or non-school sponsored sites or email accounts.

Furthermore, MM1, Inc. for the worksite Detroit Community Schools recognizes the increasing popularity of social media and their personal use by individuals. MM1, Inc. for the worksite Detroit Community Schools respects the rights of its employees to use blogs and other social media as a form of self-expression and all MM1, Inc. staff at the School worksite Detroit Community Schools are welcome to participate in social media activities while an employee of MM1, Inc. for the worksite Detroit Community Schools, with the understanding that employees have no right of privacy in any communications over School systems. However, MM1, Inc. for the worksite Detroit Community Schools recognizes that conversations on an employee's personal social media may reference MM1, Inc. for the worksite Detroit Community Schools or the employee's association with MM1, Inc. for the worksite Detroit Community Schools.

This Policy is intended to cover both MM1, Inc. staff at the School worksite Detroit Community Schools communicating on behalf of MM1, Inc. and the worksite Detroit Community Schools using School sponsored social media and MM1, Inc. staff at the School worksite Detroit Community Schools communicating on their personal social media in which MM1, Inc. and the School worksite Detroit Community Schools or the employee's association with MM1, Inc. and the School worksite Detroit Community Schools is referenced.

**a. Responsibilities of Employees Using School-Sponsored Social Media or Social Network Sites**

These are the official guidelines for employee use of social media on behalf of MM1, Inc. or the School worksite Detroit Community Schools. The underlying policy is that employees who post on behalf of the School worksite Detroit Community Schools are to maintain the same professional conduct in the virtual world as they would in the real world. We expect all who participate in social media on behalf of MM1, Inc. or the School worksite Detroit Community Schools to adhere to and follow these guidelines:

- i. Follow all of MM1, Inc. for the worksite Detroit Community Schools' policies included within this Handbook.
  
- ii. The School worksite Detroit Community Schools' social media sites are to educate and inform the public of School programs, services and activities; therefore, an employee using School social media must:
  1. Only post accurate and truthful information regarding School programs, services and/or activities;
  2. Not post personal messages on the School worksite Detroit Community Schools's social media sites;
  3. Not post personal opinions on the School worksite Detroit Community Schools's social media sites.

- iii. Be mindful that you are representing MM1, Inc. and the School worksite Detroit Community Schools. As a School representative, it is important that your posts convey a positive image of MM1, Inc. and the School worksite Detroit Community Schools; therefore, an employee using School social media must:
  - 1. Only post honest, informative and respectful comments;
  - 2. Be respectful of all individuals. Do not post content that promotes, fosters or perpetuates discrimination on the basis of race, color, religion, national origin, citizenship, gender, age, height, weight, marital status, veteran status, genetic information, disability or any other characteristic protected by applicable law;
  - 3. Not post material that is unlawful, abusive, defamatory, invasive of another's privacy or obscene to a reasonable person;
  - 4. Not post spam, off-topic or offensive remarks;
  - 5. Not post classified, proprietary or privileged School information;
  - 6. Exercise sound judgment and common sense and, if there is any doubt regarding whether something should be posted on School social media, do not post it.
- iv. Fully disclose your affiliation with MM1, Inc. and the School worksite Detroit Community Schools. MM1, Inc. for the worksite Detroit Community Schools requires all employees who are communicating on behalf of MM1, Inc. for the worksite Detroit Community Schools to disclose their name and their affiliation. It is never acceptable to use aliases or otherwise deceive people.
- v. Give credit where credit is due and do not violate others' rights; therefore, an employee using School social media must:
  - 1. Not claim authorship of something that is not yours;
  - 2. Make certain that another party is credited in your post if you are using their content and that they approve of you utilizing their content;
  - 3. Not use the copyrights, trademarks, publicity rights, or other rights of others without the necessary permissions of the rights holder(s).
- vi. Know that the Internet is permanent. Once information is published online, it is essentially part of a permanent record, even if you "remove/delete" it later or attempt to make it anonymous.

**b. Responsibilities of Employees Using Personal Social Media or Social Network Sites**

These are the official guidelines for employee use of personal social media, while not acting on behalf of MM1, Inc. for the worksite Detroit Community Schools. These guidelines apply to MM1, Inc. staff at the School worksite Detroit Community Schools who create or contribute to blogs, social networks, comment on online media stories or any other kind of social media.

- i. Follow all of MM1, Inc. for the worksite Detroit Community Schools's policies included within this Handbook.
- ii. MM1, Inc. staff at the School worksite Detroit Community Schools are responsible for their actions. When you choose to go public with your opinions via a blog or other form of social media, you are legally responsible for your commentary. Individuals can be held personally liable for any commentary deemed to be defamatory, obscene, worksite Detroit Community Schools, individuals, or any other business, school or institution). For these reasons, individuals using social media should exercise caution with regard to exaggeration, colorful language, guesswork, obscenity, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. In essence, your personal use of social media is done at your own risk.
- iii. Be conscious when mixing your business and personal lives. Online, your personal and business personas are likely to intersect. MM1, Inc. for the worksite Detroit Community Schools respects the free speech rights of all of its employees, but you must remember that School patrons, community members, colleagues and supervisors/managers often have access to the online content you post. Inappropriate posting could lead to adverse employment action being taken by MM1, Inc. for the worksite Detroit Community Schools. Keep this in mind when publishing information online that can be seen by more than friends and family, and know that information originally intended just for friends and family can be forwarded.
- iv. Staff members are prohibited from interacting with students on private or non-school sponsored sites or email accounts and from contact with students outside of the Detroit Community Schools work site and authorized events.

If an employee's personal social media activities reference MM1, Inc. or the School worksite Detroit Community Schools or the employee's association with MM1, Inc. for the worksite Detroit Community Schools, or state an opinion regarding any School activities, the employee must abide by the following guidelines:

- i. Make it clear you are speaking for yourself and not on behalf of MM1, Inc. or the School worksite Detroit Community Schools. Use of the following language is recommended: "The postings on this site are my own and do not represent MM1, Inc. or the School worksite Detroit Community Schools positions or opinions."

- ii. Fully disclose your affiliation with MM1, Inc. and the School worksite Detroit Community Schools;
- iii. Never represent yourself in a false or misleading way;
- iv. Post meaningful, respectful comments;
- v. Use common sense and common courtesy;
- vi. When disagreeing with others' opinions, be polite and respectful.

#### **J. Appearance and Dress**

All MM1, Inc. employees represent Detroit Community Schools and therefore are expected to exercise good judgment in dress and appearance. A neat, professional appearance and personal hygiene are required regardless of where you work at the Academy. All staff is expected to wear business casual attire daily. Business casual attire is defined as collarless dress shirts and sweaters, collared shirts, and slacks for men; dresses, blouses, collarless dress shirts and sweaters, appropriate length skirts, and slacks for women. Footwear must be safe, professional, and appropriate for the working environment. Under no circumstances are shoes with spike heels or large platform soles, and see-through or fishnet clothing of any type appropriate at the Academy.

Unless otherwise specified, items such as jogging suits, blue jeans, athletic shorts, halters, any clothing that reveals the midriff, spaghetti strapped or low cut tops, spandex clothing of any type, hats, flip-flops or athletic shoes are considered inappropriate dress at the Academy. The Physical Education teacher is permitted to wear athletic apparel, including athletic shoes while school is in session. Employees with physical conditions requiring the wearing of athletic shoes must provide a doctor's slip to validate that accommodation.

#### **K. Smoking**

Detroit Community Schools is a non-smoking facility. Any MM1, Inc. employee smoking on school grounds will result in disciplinary action up to and including termination.

#### **L. Courtesy**

Courtesy and your attitude toward the people you come in contact with while on the job will influence the image people have of Detroit Community Schools either positively or negatively. Develop an attitude of helpfulness toward students, parents, co-workers, and supervisors. Courtesy is the key to good human relations.

#### **M. Confidentiality**

Information given by a student, parent or visitor may be privileged. Such information is to be maintained with strict confidentiality. This may also be true for proprietary information within the Detroit Community Schools. Providing legal advice to anyone, which in any way involves MM1 or Detroit Community Schools, is strictly prohibited.

You are encouraged to be careful in discussing with non-company people any curriculum, strategies, program development or financial information about Detroit Community Schools. You may be required to complete a Non-disclosure/Non-solicitation Agreement and/or a Conflict of Interest statement at the time of employment.

All information regarding Detroit Community Schools, MM1, Inc. employees and students is strictly confidential, and must not be discussed with anyone outside of the company. Any employee who reads a co-worker's medical or personnel file, a student's file, or who has access to sensitive records and discusses any material with another person (except for assigned duty) will be subject to disciplinary action up to and including immediate dismissal.

#### **N. Conflict of Interest**

You must inform the school HR Liaison of any current or potential conflict of interest. A conflict of interest is defined as:

- Taking any additional job appointment or participation in any other activity that might interfere with your duties, responsibilities, and/or assignments at Detroit Community Schools.
- Taking any additional job appointment or participation in any other activity that is in the same or related field as Detroit Community Schools.

#### **O. Personnel Assessment**

A program of personnel assessment may be established. It is the purpose of such a program to:

- Strive for the improvement of the total school program
- Stress the importance of personal improvement on the part of the individual staff member so that each student may be provided a quality education and environment
- Ensure the continuous improvement of administrative and supervisory services provided staff members
- Establish a process of continuous and systematic staff member evaluation

The personnel assessment program would aim at the early identification of specific areas in which the individual staff member needs help so appropriate assistance may be provided. If a staff member after receiving a reasonable degree of assistance fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked.

The personnel assessment program does not alter the at-will nature of employment. Detroit Community Schools and MM1 may terminate you with or without cause.

#### **P. Solicitations and Endorsements**

Working time is for work. (Working time does not include breaks, lunch periods, or wash-up time.) For this reason, an employee **may not**:

1. Solicit on behalf of any organization or for any purpose during their own working time or during the working time of the employee being solicited. This includes fund raising and selling for personal profit.
2. Distribute written material on behalf of any organization or for any purpose at any time in working areas during working time. This includes, but is not limited to, religious and political materials.
3. Allow persons not employed by the Company to solicit or distribute written material on behalf of any organization or for any purpose on Company or Academy premises, unless prior approval is obtained from the Company.
4. Allow persons not employed by the Company into work areas unless authorized by the Detroit Community Schools work site. This includes any person who may come into contact with students. All individuals must receive advance approval to be at the Detroit Community Schools site and must sign-in at the front office.
5. Endorse or imply endorsement of a product or service in the name of the Company unless

prior approval is obtained from MM1, Inc.

6. Solicit or accept tips or gratuities for any related service in the course of your work duties.
7. Solicit or accept gifts of any kind from vendors, parents, co-workers or students.

**Q. Travel**

If you are traveling on Company business, you must have authorization from Detroit Community Schools, the CAO or her designee prior to making any travel arrangements. When using your personal vehicle on MM1, Inc. for the worksite Detroit Community Schools business, you must have a valid driver's license and carry adequate insurance. MM1, Inc. may request that a motor vehicle record check be made to confirm that an employee's driver's license is valid and their driving record is good.

MM1, Inc. at the worksite Detroit Community Schools is not responsible for damages to your car while on Company business. Reimbursement for travel will be according to the mileage allowance schedule that can be given to you by the Human Resources Director.

**R. Company Property Policy**

The worksite Detroit Community Schools provides educational tools, supplies, electronic equipment and various other tools and equipment for MM1, Inc. employee use on the job. The tools and equipment remain the property of the employer and should not be used for personal projects. The employee is responsible for the loss or damage of employer-owned property due to the employee's negligence. All property provided to the employee must be returned to the employer in the same condition as when it was received.

If property is worn or damaged through normal use, the employee should return it to his or her supervisor for replacement.

If your employment with MM1, Inc. terminates, you must return all employer and/or worksite owned property at the time of termination.

It should be noted this also includes any student records, instructional or evaluator information in your possession at time of termination. Examples are grade books, passwords to student tracking software or passwords to employer or school worksite software access, any and all copies of student progress, homework assignments, etc. must be turned into the school Administrator or on-site HR Liaison with all building access codes, swipe card or keys.

## SECTION VI: DRUG FREE WORKPLACE POLICIES

### A. General Information

1. **Statement of Purpose:** MM1, Inc. at the worksite Detroit Community Schools maintains a drug-free workplace and we enforce a strict policy prohibiting the purchase, possession, current use, sale or distribution of controlled substances or habit forming drugs (other than those legally prescribed by a licensed physician) by its employees. This policy strictly prohibits employees appearing for work under the influence of illegal drugs.

The Company also maintains a strict policy prohibiting the possession or use of alcoholic beverages in any form on Company property or at offsite school events. MM1, Inc. strictly prohibits employees from appearing for work or entering the workplace under the influence of alcohol and alcohol-related intoxicants.

The Company considers the abuse of alcohol and use of illegal drugs as: presenting a serious physical and mental health threat to the individual employee involved; a potential danger to other employees; and having an adverse impact on the reputation and profitability of the Company.

2. **Definitions:** For purposes of this policy, illegal drugs include, but are not limited to; amphetamines, barbiturates, heroin, LSD, marijuana, cocaine, methadone, methaqualone, phencyclidine (PCP), and opium. Illegal drugs do not include drugs legally prescribed by a licensed physician and when used according to the physician's directions.

The legal use of prescription drugs and over-the-counter drugs, while not necessarily prohibited, may affect an employee's ability to perform his or her job. Therefore, employees must report to their supervisor all prescription and over-the-counter drug use which may have an affect on their ability to perform their job duties.

Employees must also identify all prescription and nonprescription drugs, which they have taken during the thirty (30) days preceding any drug testing. This information will be given the same level of confidentiality as all other medical information.

**Disciplinary Action: For purposes of this employee handbook, and specifically this section, the phrase "disciplinary action" refers to any Company discipline, up to and including immediate termination.**

### B. Prohibited Use of Alcohol or Illegal Drugs

The use, sale, possession, and appearing under the influence of alcohol or illegal drugs while on Company property may be grounds for disciplinary action. Any employee reporting for work or entering the workplace while impaired by alcohol or illegal drugs may be subject to disciplinary action ("impaired by alcohol" is defined as .08 blood alcohol concentration level or above).

The sale or possession of illegal drugs or alcohol on Company property or at Company functions at any time may be grounds for disciplinary action. Any illegal drug identified will be turned over to the appropriate law enforcement agency.

Company property is defined as all facilities, land, buildings, and automobiles owned, leased or used by the Company. Company property may also include other work locations, or travel to



and from those locations, while in the course of or within the scope of employment.

The Company may use, at its discretion, further investigative measures designed for the prevention and detection of alcohol or illegal drug use and trafficking on Company property.

### **C. Employee Drug Testing**

The following are the types of drug testing which may be requested of an employee of MM1, Inc.

1. **General Policies:** It is the responsibility of the Company to have all examinations performed by a medical facility which will collect, test and retain the samples obtained from employees in such a way as to ensure the integrity, accuracy, and confidentiality of the testing process. All examinations will be performed with concern for the personal privacy of the employee. All test results will be treated with strict confidentiality on a "need to know" basis.

No substance screen will be conducted without the employee's written consent. An employee who refuses to submit to a substance screen or who refuses to sign a written consent may be subject to disciplinary action.

2. **Post Accident/Injury Testing:** Any employee who is injured or who claims to have been injured during the course of employment may be subject to testing for illegal drug and alcohol use.

Additionally, any employee returning from work after a prolonged absence may first be required to take and pass a test for alcohol or illegal drug use. A positive substance screen demonstrating the use of alcohol or illegal drugs in violation of this policy may be grounds for disciplinary action.

3. **Pre-Assignment Testing:** MM1, Inc. employees may be required to test for current illegal drug use as part of their pre-assignment requirements. Employees will be required to sign a release of test results to MM1, Inc.

Refusal to sign a release or refusal to be tested may be grounds for disciplinary action. A positive substance screen demonstrating the current use of alcohol or illegal drugs may also be grounds for disciplinary action.

4. **Reasonable Cause Testing:** If the Company has reasonable cause to believe that an employee is using alcohol or an illegal drug in violation of this policy, the Company will require that the employee participate in a medical evaluation by a physician or other qualified medical personnel approved by the Company.

This examination includes, but is not limited to, a body fluid test (which may involve a urine drug screen), blood and plasma tests, and a test for breath or saliva. A positive substance screen demonstrating the current use of alcohol or illegal drugs in violation of this policy may be grounds for disciplinary action.

5. **Random Testing:** MM1, Inc. at the worksite Detroit Community Schools may establish a policy of random drug testing, with the written approval of Detroit Community Schools. All employees may be subject to this policy and may be tested at random throughout the school year. The tests may be given from time-to-time without advance notice and pursuant to the procedures of this policy, once and if it is established.

#### **D. Substance Abuse Policy**

The Company recognizes that alcoholism and substance abuse may be treatable conditions. Confidential assistance in obtaining treatment may be obtained by contacting your supervisor. Any employee who has a problem or addiction to alcohol or controlled substances is encouraged to seek voluntary treatment and counseling.

The Company will make reasonable efforts to accommodate any employee who is recovering from drug or alcohol addictions. In no event, however, will the current use of illegal drugs or alcohol be tolerated.

An employee who voluntarily (prior to anticipated or confirmed alcohol or illegal drug use in violation of this policy) seeks assistance from the Company for alcohol or drug addiction shall be offered one (1) opportunity to participate in appropriate treatment activity through a facility approved by the Company. All costs of treatment shall be paid by the employee. The Company reserves the right to suspend the employee without pay pending completion of the initial treatment activity.

If the employee either refuses to participate in the approved treatment program or fails to successfully complete the program, the employee may be subject to disciplinary action.

If the employee accepts and successfully completes the treatment program, the Company shall make a reasonable effort to restore the employee to previous employment, subject to random testing for alcohol or illegal drug use in violation of this policy. If the employee is subsequently found in violation of this policy after completion of the treatment, the employee may be subject to disciplinary action.

#### **E. Selling Illegal Drugs/Law Enforcement Cooperation**

The Company maintains a policy of full cooperation with law enforcement agencies. We reserve the right to refer any suspected illegal drug related incident, on or off Company premises, to the proper authorities.

Any employee who is arrested and convicted by a law enforcement agency and court of competent jurisdiction for a drug related offense (any time, anywhere) may be subject to disciplinary action.

Upon arrest and while waiting resolution of the case, the employee may be suspended without pay or benefits subject to the outcome. If the employee is found not guilty, or the charges are dismissed, the employee may be restored to previous employment after successfully (with negative results) passing a substance screen.

#### **F. Refusal to Follow Procedures**

Any employee who refuses to follow procedures required for evaluation or testing under this policy may be subject to disciplinary action.

#### **G. Split Sample Testing**

An employee who is required to submit to a substance screen for the presence of alcohol and illegal drugs may request, at his/her expense, that a split sample simultaneously be submitted to an accredited competitive lab facility for substance screen. All chain of custody regulations must be met.

#### **H. Existing Company Policies**

This policy will be enforced strictly and consistently in accordance with existing Company policy, which provides that no employee will be discriminated against based on sex, age, race, color, national origin, religion, marital status, or non-job related handicap, to the full extent of applicable law.

**This Policy shall in no way alter or detract from the policy of at-will employment maintained by the Company, which provides that any employee's employment with the Company may be terminated by either party at any time, with or without cause or notice.**

**Note:** The Company reserves the right to modify or eliminate this policy at any time in whole or in part at its discretion. Employees will be notified of substantial modifications to this policy. We therefore ask your cooperation in making the MM1, Inc. at the Detroit Community Schools an alcohol and drug free workplace.

## SECTION VII: HEALTH AND SAFETY POLICIES

### A. Accident Prevention and Safety

Safety is a vital concern to MM1, Inc. at the Detroit Community Schools. The ultimate responsibility for safety, however, lies with you. We need your help in promoting safety and the prevention of accidents.

Please observe the following common sense rules:

- Learn your job and how to be safe in the work place. See your supervisor for appropriate instructions.
- Learn the location of fire alarm boxes, extinguishers, and your duties in case of fire.
- Promptly report all unsafe or potentially hazardous conditions to your supervisor. Examples include, but are not limited to, the following:
  1. Wet or slippery floors
  2. Icy areas in the parking lots or sidewalks
  3. Excessively wet, soiled, or damaged/curled entrance mats
  4. Trashy or unsafe areas at work
  5. Equipment left in halls or walkways
  6. Exposed or unsafe electrical wiring
  7. Electrical cords routed across walkways
  8. Careless handling of equipment
  9. Defective or unshielded equipment
  10. Staff or students using a chair or table as a step stool
  11. Staff or students not wearing appropriate personal protective equipment
  12. Extreme reaching or bending when performing a task
- Do not operate electrical equipment with wet hands or while standing on a wet floor.
- Immediately report all accidents and/or injuries to your supervisor.
- Use proper lifting procedures and get help when needed.
- Wear safety glasses and protective clothing and other appropriate personal protective equipment when necessary.
- Handle hazardous chemicals with extreme care.
- Do not store, allow or instruct a student to use cleaning solutions/powders, or any items of a hazardous or chemical nature in the classroom.
- No employee should ever remove or modify equipment unless properly authorized by Detroit Community Schools.

**NOTE: A First Report of Injury must be completed and submitted to Detroit Community Schools for all injuries, no matter how minor, *and* reported immediately to your supervisor and submitted to the, MM1 HR Liaison.**

### B. Fire Prevention

Knowledge of fire prevention is necessary for all employees' safety. Employees should know the location of the fire extinguisher(s) and alarms in your area. Notify your supervisor immediately if you cannot locate the fire extinguisher(s) in your area or if the extinguisher seal is broken. Make sure all-flammable materials, such as alcohol or glues, are stored in approved and appropriately labeled safety cans and are never placed near any ignition source or within reach or use by a student.

**In the case of a fire, you are to:**

- Dial 911 or the local fire department immediately.
- Contact your supervisor immediately, if possible.
- Use the nearest fire extinguisher for small, contained fires. If you are not knowledgeable in the correct use of fire extinguishers, contact another employee or your supervisor for assistance.
- **Never Attempt To Fight The Out of Control Fires.** If the fire appears to be out of control evacuate the area immediately.
- **Never Re-enter the Building.** Direct the fire fighters to the fire location upon their arrival.

### C. Emergency Evacuation Procedure

If it is necessary to evacuate the premises due to fire or other hazard, you are to:

- Stop all work immediately
- **Make sure all students are accounted for.**
- Calmly proceed with students to the nearest exit, including emergency exit doors. Exit the premises quickly but do not run.
- **Do Not Stop For Personal Belongings.**
- Call 911 or other emergency response agency.
- Contact your supervisor immediately, if possible.
- Proceed, in a calm and orderly fashion, to the designated emergency evacuation meeting area.
- **Immediately conduct a roll call to assure that all students in your charge are accounted for.**
- Do not re-enter the building until instructed by authorities to do so.

### D. Lockdown and Shelter In Place

All MM1, Inc. staff at the worksite Detroit Community Schools are expected to participate in the Detroit Community Schools Lockdown and Shelter In Place drills upon notification of a drill as may be required and conducted at the school worksite.

#### **Lockdown - In the event of an intruder, active shooter or threat outside or inside of building:**

Immediate Actions –

- Activate notification system – *refer to the school procedures manual or seek counsel from Administration for your school location procedure.*
- Call 9-1-1

Protective Measures –

- Outside activities are routed to a safe location away from the building
- Check halls and rest rooms for students
- Close and lock interior doors and windows
- Move students to safe corner to reduce visibility
- Turn off lights (including computer monitors)
- Verify attendance
- Activate signaling system – *refer to the school procedures manual or seek counsel from Administration for your school location procedure.*
- Remain in position until all clear and notified by law enforcement, fire, emergency manager, principal or designee

**Shelter In Place - In the event of hazardous material or chemical incident outside of building:**

Immediate Actions –

- Notification will come from emergency responder or administrator
- Activate notification system– *refer to the school procedures manual or seek counsel from Administration for your school location procedure.*
- Call 9-1-1

Protective Measures –

- Individuals outside of the building should be relocated to a separate area away from other building population (isolated)
- Close and lock exterior doors and windows (**NO** entrance or exit)
- Shut down air handling system/HVAC
- Ensure students and staff in safe area
- Verify attendance
- Remain in position until all clear and notified by law enforcement, fire, emergency manager, principal or designee

**E. Hazardous Chemicals and Your Right to Know**

You must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act of 1970 (OSHA), and regulations that have been added to this act, by both state and federal governments.

If you believe that you are being exposed to a known or suspected hazard when working with toxic chemicals or substances, you have a right to know about such hazards through Material Safety Data Sheets (MSDS). Ask your supervisor to review the MSDS with you. If your supervisor does not have this information available, you are to contact MM1, Inc. immediately.

New employees who work with or who have contact with hazardous chemicals or substances are to consult with their supervisors as to the proper handling of such chemicals in the workplace during orientation and new employee training.

**EMPLOYEE NOTES**