



DISTINCTIVE SCHOOLS

**PERSONNEL POLICIES &
EMPLOYEE HANDBOOK
2016-2017**

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INTRODUCTION

MISSION STATEMENT

The **mission** of Distinctive Schools is to serve children, families and urban communities through leadership of high-performing charter schools; schools that accelerate academic achievement, performance and college-preparedness by means of skilled management and intensive support.

VISION STATEMENT

The **vision** of Distinctive Schools is to increase opportunities for children from urban families to succeed in school, in college and in life. Distinctive Schools is committed to elimination of access barriers and achievement gaps. We rely on powerful and purposeful instruction, research-proven intervention strategies, and state-of-the-art technology to establish rigorous learning environments . . . and enrich student lives.

COMMITMENT TO FREE AND APPROPRIATE EDUCATION STATEMENT

(Added/Revised October 2, 2013)

Distinctive Schools maintains a core commitment to provide free and appropriate public education (“FAPE”) to all students enrolled or seeking enrollment in its schools. To ensure that the educational environment for each student who may require special education services is both appropriate and least restrictive, Distinctive Schools has adopted the following protocols:

1. If a new or transferring student is identified as eligible for special education services and begins the enrollment process with all prior special education documents (example: an Individual Education Plan (“IEP”), behavior plan, etc.) readily available, Distinctive Schools will promptly conduct a complete review of those documents before enrollment to ensure prompt implementation of appropriate accommodations on the student’s first day of instruction.
2. If Distinctive Schools receives notice from a parent/guardian or other credible source that a new or transferring student has been receiving special education services—but no documentation of the student’s specific needs or prior services are readily available—Distinctive Schools will promptly schedule a FAPE meeting to determine needs and appropriate services.
3. If Distinctive Schools fails to receive notice that a newly-enrolled student had been receiving (immediately before his or her enrollment) special education services, Distinctive Schools will—upon receipt of information that provides such notice—promptly schedule and conduct a special education team meeting to determine needs and appropriate services.

WELCOME!

Welcome to the Distinctive Schools' Team!

On behalf of your colleagues, we welcome you to Distinctive Schools and wish you unparalleled success here.

We believe that each individual on our team contributes directly to our students' intellectual growth and cultural awareness. We appreciate your commitment to our students, and to the work we are and will be doing together. We believe nothing is more meaningful.

This Employee Handbook was developed to provide answers to likely questions that may come to mind, and to outline the policies, programs, and benefits available to eligible employees.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Sincerely,

Joseph Wise | Chairman & Chief Executive Officer

David Sundstrom | President and Chief Administrative Officer

Scott Frauenheim | Vice President and Chief Operating Officer

INTRODUCTORY STATEMENT

This Employee Handbook is designed to acquaint you with Distinctive Schools and to provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. It describes many of your responsibilities as an employee and outlines the programs developed by Distinctive Schools to benefit you as an employee. A core objective of Distinctive Schools is to provide a work environment that demonstrably contributes to both personal and professional growth.

Please know that our policies are designed to be consistent with federal and state law, and to address many of the kinds of questions that arise during the course of one's employment. We recognize, however, that no Employee Handbook can anticipate every circumstance or question about policy. As Distinctive Schools continues to grow, the need may arise to revise, supplement, or rescind a policy or portion of the Employee Handbook from time to time; consequently, Distinctive Schools is required to reserve the right, as it determines appropriate, to unilaterally alter or rescind all or portions of the Employee Handbook. However, if any changes are necessary, they would be made with notice to our faculty and staff as they occur.

EMPLOYMENT

101 Nature of Employment

Effective Date: 07/01/2016

Employment with Distinctive Schools is entered into voluntarily and both you and Distinctive Schools are free to end the employment relationship at any time, for any reason, with or without cause or advance notice so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between Distinctive Schools and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at Distinctive Schools' sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of Distinctive Schools' Chief Operating Officer and Chief Education Officer.

102 Employee Relations

Effective Date: 7/01/2016

If an employee has concerns about work conditions, compensation, or other matters relating to his or her employment, we strongly encourage the voicing of those concerns openly and directly to his or her supervisor or to Human Resources.

Our experience has shown that openness and candor enhance working relationships, and provide clarity in communications among team members. Distinctive Schools is committed to responding effectively and promptly to employee concerns, and to resolving conflict or uncertainty with unambiguous common sense. We deeply value the contributions of our team members, and recognize that the work we do is wholly dependent upon mutual respect and professionalism.

103 Equal Employment Opportunity

Effective Date: 7/01/2016

To provide equal employment and advancement opportunities to all individuals, employment decisions at Distinctive Schools are based on merit, qualifications, and abilities. Distinctive Schools does not discriminate against any person because of race, color, creed, religion, sex, sexual orientation, national origin, disability, age, genetic information, or any other characteristic protected by law (referred to as "protected status"). This nondiscrimination policy extends to all terms, conditions and privileges of employment as well as the use of all

Distinctive Schools' sites, participation in all Distinctive School-sponsored activities, and all employment actions such as promotions, compensation, benefits and termination of employment.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or to Human Resources. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

104 Ethics and Conduct

Effective Date: 7/01/16

The successful operation and reputation of each school managed by Distinctive Schools is built upon trust in the ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of Distinctive Schools is dependent upon our students' and parents' trust in our work. We are dedicated to preserving that trust. We are all, individually and collectively, under a duty to act in a way that will merit the continued trust and confidence of our students, our parents, and the community.

Distinctive Schools will comply—and expects its entire team to comply—with all applicable laws and regulations governing our conduct and our work, and in accordance with the letter, spirit, and intent of all laws and CICS policies.

In general, Distinctive Schools relies upon and trusts the good judgment and high ethical standards of its entire team. If ever a situation arises in which a team member is uncertain as to a proper course of action, the matter should be discussed openly, directly and immediately with the person to whom he or she directly reports, or with the Chief HR and Compliance Officer.

Compliance with this policy of ethical conduct is the responsibility of every Distinctive Schools employee and team member. Disregarding or failing to comply with this standard of ethical conduct could lead to disciplinary action, up to and including possible termination of employment.

105 Hiring of Relatives

Effective Date: 7/01/2016

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

Although Distinctive Schools has no prohibition against employing relatives of current employees, we are committed to monitoring situations in which such relationships exist in the same area. In case of actual or potential problems, Distinctive Schools will take prompt action. This can include reassignment or, if necessary, termination of employment for one or both of the individuals involved.

106 Immigration Law Compliance

Effective Date: 7/01/2016

Distinctive Schools is committed to employing only individuals who are authorized to work in the United States; it does not unlawfully discriminate on the basis of citizenship or national origin.

In compliance with the Immigration Reform and Control Act of 1986, each new employee (as a condition of employment) must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility. Former employees who are rehired must also complete the form.

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

107 Conflicts of Interest

Effective Date: 7/01/2016

Employees have an obligation to conduct their work within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which Distinctive Schools wishes to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact Distinctive Schools' Chief HR and Compliance

Officer for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled by the executive level of Distinctive Schools. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific executive-level approval.

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

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they disclose to the Chief HR and Compliance Officer of Distinctive Schools as soon as possible the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which Distinctive Schools does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving Distinctive Schools

108 Outside Employment

Effective Date: 7/01/2016

Employees may hold outside jobs as long as they meet the performance standards of their job with Distinctive Schools. All employees will be judged by the same performance standards and will be subject to Distinctive Schools' scheduling demands, regardless of any existing outside work requirements.

If Distinctive Schools determines that an employee's outside work interferes with performance or the ability to meet the requirements of Distinctive Schools as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain with Distinctive Schools

Outside employment that constitutes a conflict of interest is prohibited. Employees may not receive any income or material gain from individuals outside Distinctive Schools for materials produced or services rendered while performing their jobs.

109 Non-Disclosure

Effective Date: 7/01/2016

The protection of confidential student information, employee information and business information is vital to the interests and the success of Distinctive Schools and to meeting needs of the students it serves. Such confidential information includes, but is not limited to, the following examples:

- Personally-identifiable information about a student
- Personally-identifiable information about an employee
- Personally-identifiable information about a family member of a student or employee
- Computer Programs and Codes
- Vendor Lists
- Vendor Preferences
- Financial Information
- Marketing Strategies
- Pending Projects and Proposals
- Research and Development Strategies

Employees who improperly use or disclose confidential information will be subject to disciplinary action, up to and including termination of employment, even if they do not actually benefit from the disclosed information.

110 Disability Accommodation

Effective Date: 7/01/2016

Distinctive Schools is committed to complying fully with the Americans with Disabilities Act (ADA) and applicable state law, and to ensure equal opportunity in employment for qualified persons with disabilities. All employment practices and activities are conducted on a non-discriminatory basis.

Hiring procedures are designed to provide persons with disabilities meaningful employment opportunities. Pre-employment inquiries are made only regarding an applicant's ability to perform the duties of the position.

Reasonable accommodations for qualified individuals with known disabilities will be made unless to do so would impose an undue hardship. All employment decisions are based on the merits of the situation in accordance with defined criteria, not the disability of the individual.

Qualified individuals with disabilities are entitled to equal pay and other forms of compensation (or changes in compensation) as well as in job assignments, classifications, organizational

structures, position descriptions, lines of progression, and seniority lists. Leave of all types will be available to all employees on an equal basis.

Distinctive Schools is also committed to not discriminating against any qualified employees or applicants because they are related to or associated with a person with a disability. Distinctive Schools will follow any state or local law that provides individuals with disabilities greater protection than the ADA.

This policy is neither exhaustive nor exclusive. Distinctive Schools is committed to taking all other actions necessary to ensure equal employment opportunity for persons with disabilities in accordance with the ADA and all other applicable federal, state, and local laws.

EMPLOYMENT STATUS & RECORDS

201 Employment Categories

Effective Date: 7/01/2016

Certain employment classifications are established by law, and can affect one's benefit eligibility and right to overtime pay. These classifications do not guarantee employment or alter the "at-will" nature of employment with Distinctive Schools, but they do influence some employee rights.

(A) NONEXEMPT or EXEMPT. For purposes of determining entitlement to overtime pay under federal and state laws, each employee is designated as either exempt or nonexempt from federal and state wage and hour laws. Generally:

- **NONEXEMPT** employees are entitled to overtime pay under the specific provisions of federal and state laws. Nonexempt employees typically include individuals providing custodial, cafeteria or secretarial services.
- **EXEMPT** employees are excluded from specific provisions of federal and state wage and hour laws. Teachers and school administrators are generally exempt employees.

For purposes of clarity:

- **If you are uncertain whether you are an exempt or nonexempt employee, please contact Human Resources or Distinctive Schools' Chief HR and Compliance Officer.**
- **An employee's exempt or nonexempt classification may be changed only upon written notification by Distinctive Schools.**
- **A nonexempt employee is prohibited from working overtime unless he or she has received written authorization from a supervisor to provide overtime services.**

(B) REGULAR FULL-TIME employees are those who are not in a temporary status and who are regularly scheduled to work Distinctive Schools' full-time schedule. Under the terms and conditions of the Fair Labor Standards Act, a regular full-time employee is one who works forty (40) or more hours per week.

(C) PART-TIME employees are those who are not in a temporary status and who work continuously for a specified number of hours per week which is less than a regular schedule of forty (40) or more hours per week. Part-time employees receive all legally mandated benefits (such as Social Security and workers' compensation insurance).

(D) TEMPORARY Distinctive Schools may employ Temporary employees who may work seasonally, for a specified amount of time and such employees do not qualify for benefits.

202 Access to Personnel Files

Effective Date: 7/01/2016

Distinctive Schools maintains a personnel file on each employee. The personnel file includes such information as the employee's job application, resume, records of training, documentation of performance appraisals and salary increases, and other employment records.

Personnel files are the property of Distinctive Schools, and third-party access to the information they contain is restricted. Generally, only Supervisors and management personnel of Distinctive Schools who have a legitimate reason to review information in a file are allowed to do so.

With reasonable advance notice, employees may review their own personnel files in Distinctive Schools' offices and in the presence of an individual appointed by Distinctive Schools to maintain the files.

203 Employment Reference Checks

Effective Date: 7/01/2016

To ensure that individuals who join Distinctive Schools are well qualified and have a strong potential to be productive and successful, it is the policy of Distinctive Schools to check the employment references of all applicants.

Distinctive Schools will respond in writing or verbally only to those reference check inquiries that are submitted in writing. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held. No employment data will be released without a written authorization and release signed by the individual who is the subject of the inquiry.

204 Personnel Data Changes

Effective Date: 7/01/2016

It is the responsibility of each employee to promptly notify Distinctive Schools of any changes in personnel data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personnel data has changed, notify your immediate Supervisor.

205 Performance Evaluation

Effective Date: 7/01/2016

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted to provide both Supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

206 Salary Administration

Effective Date: 7/01/2016

The salary administration program at Distinctive Schools was created to achieve consistent pay practices, comply with federal and state laws, mirror our commitment to Equal Employment Opportunity, and offer competitive salaries within our labor market. Because recruiting and retaining talented employees is critical to our success, Distinctive Schools is committed to paying its employees equitable wages that reflect the requirements and responsibilities of their positions and are comparable to the pay received by similarly situated employees in other organizations in the area.

Compensation for every position is determined by several factors, including the essential duties and responsibilities of the job, and salary survey data on pay practices of other employers. Distinctive Schools periodically reviews its salary administration program and restructures it as necessary.

Employees should bring their pay-related questions or concerns to the attention of Human Resources.

EMPLOYEE BENEFIT PROGRAMS

301 Employee Benefits

Effective Date: 7/01/2016

Eligible employees at Distinctive Schools are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Human Resources* can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Pension Plan**
- Life Insurance
- Long-Term Disability
- Short-Term Disability
- 403b Retirement Savings Plan
- Medical & Dependent Care Flexible Spending Accounts

*Please contact Human Resources (Whitney Marinoff) at 312.332.4998 ext. 345 or wmarinoff@distinctiveschools.org for specific terms/carrier information.

**Pension Plan consists of a 4% contribution from each teacher and a 5% contribution for each teacher from Distinctive Schools.

302 Workers' Compensation Insurance

Effective Date: 7/01/2016

Distinctive Schools provides a comprehensive workers' compensation insurance program at no cost to employees. This program covers any injury or illness sustained in the course of employment that requires medical, surgical, or hospital treatment. Subject to the applicable legal requirements, workers' compensation insurance provides benefits after a short waiting period or, if the employee is hospitalized, immediately.

Employees who sustain work-related injuries or illnesses should inform their Supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. This will enable an eligible employee to qualify for coverage as quickly as possible.

Neither Distinctive Schools nor the insurance carrier will be liable for the payment of workers' compensation benefits for injuries that occur during an employee's voluntary participation in any off-duty recreational, social, or athletic activity sponsored by Distinctive Schools

303 Bereavement Leave

Effective Date: 7/01/2016

All employees who wish to take time off due to the death of an immediate family member should contact the person to whom he/she directly reports immediately. All effort will be made to accommodate each employee's bereavement needs.

If an individual feels that an accommodation is inadequate, he/she shall bring the matter to Human Resources for review. An HR determination shall be final.

304 Jury Duty

Effective Date: 7/01/2016

Distinctive Schools encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees will be compensated for jury duty consistent with state law. Regular employees that have completed 30 calendar days of employment, may request up to 2 weeks of paid jury duty leave over any 1-year period.

Jury duty pay will be calculated on the employee's base pay rate times the number of hours the employee would otherwise have worked on the day of absence.

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off or may request an unpaid jury duty leave of absence.

Employees must show the jury duty summons to their Supervisor as soon as possible so that the Supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either Distinctive Schools or the employee may request an excuse from jury duty if, in Distinctive Schools' judgment, the employee's absence would create serious operational difficulties.

Distinctive Schools will continue to provide health insurance benefits during this time.

305 Benefits Continuation (COBRA)

Effective Date: 7/01/2016

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under Distinctive Schools' health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, or

death of an employee; a reduction in an employee's hours or a leave of absence; an employee's divorce or legal separation; and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at Distinctive Schools' group rate plus an administration fee. Distinctive Schools provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under Distinctive Schools' health insurance plan. The notice contains important information about the employee's rights and obligations.

306 Employee Assistance Program

Effective Date: 7/01/2016

Distinctive Schools cares about the health and well-being of its employees and recognizes that a variety of personal problems can disrupt their personal and work lives. Although employees may solve their problems either on their own or with the help of family and friends, sometimes employees need professional assistance and advice.

Through the Employee Assistance Program (EAP), Distinctive Schools provides confidential access to professional counseling services for help in confronting such personal problems as alcohol and other substance abuse, marital and family difficulties, financial or legal troubles, and emotional distress. The EAP is available to all employees and their immediate family members offering problem assessment, short-term counseling, and referral to appropriate community and private services.

The EAP is strictly confidential and is designed to safeguard the employees' privacy and rights. Information given to the EAP counselor may be released only if requested by the employee in writing. All counselors are guided by a Professional Code of Ethics.

Personal information concerning employee participation in the EAP is maintained in a confidential manner. No information related to an employee's participation in the program is entered into the personnel file.

There is no cost for employees to consult with an EAP counselor. If further counseling is necessary, the EAP counselor will outline community and private services available. The counselor will also let employees know whether any costs associated with private services may be covered by their health insurance plan. Costs that are not covered are the responsibility of the employee.

Minor concerns can become major problems if you ignore them. No issue is too small or too large, and a professional counselor is available to help you when you need it. Call the EAP at (888) 231-7015 to contact an EAP counselor 24 hours a day, 7 days a week.

TIMEKEEPING/PAYROLL

401 Timekeeping

Effective Date: 7/01/2016

The Fair Labor Standards Act (FLSA) and state labor laws establish requirements for keeping records of time worked by NONEXEMPT employees. While employers may choose to have employees record their own time, it is the employer's responsibility to maintain the time records for a minimum of three years.

Employees may be required to electronically or manually sign time records and Supervisors are required to verify and initial them. The Supervisor and employee must initial modifications to any time records.

402 Paydays

Effective Date: 7/01/2016

All employees are paid semimonthly on the 15th and last days of the month. Each paycheck will include earnings for all work performed through the end of the previous payroll period.

In the event that a regularly scheduled payday falls on a day off such as a weekend or holiday, employees will receive pay on the last day of work before the regularly scheduled payday.

If a regular payday falls during an employee's vacation, the employee's paycheck will be available upon his or her return from vacation.

Employees may have pay directly deposited into their bank accounts if they provide advance written authorization to Distinctive Schools. Employees will receive an itemized statement of wages when Distinctive Schools makes direct deposits.

403 Pay Advances

Effective Date: 7/01/2016

Distinctive Schools does not provide pay advances on unearned wages to employees.

404 Administrative Pay Corrections

Effective Date: 7/01/2016

Distinctive Schools takes all reasonable steps to ensure that employees receive the correct amount of pay in each paycheck and that employees are paid promptly on the scheduled payday.

In the unlikely event that there is an error in the amount of pay, the employee should promptly bring the discrepancy to the attention of your Supervisor at Distinctive Schools so that corrections can be made as quickly as possible.

405 Pay Deductions and Setoffs

Effective Date: 7/1/2016

The law requires that Distinctive Schools make certain deductions from every employee's compensation. Among these are applicable federal, state, and local income taxes. Distinctive Schools also must deduct Social Security taxes on each employee's earnings up to a specified limit that is called the Social Security "wage base." Distinctive Schools matches the amount of Social Security taxes paid by each employee.

Eligible employees may voluntarily authorize deductions from their paychecks to cover the cost of any voluntary programs offered by your employer.

Pay setoffs are pay deductions taken by Distinctive Schools, usually to help pay off a debt or obligation to Distinctive Schools or others and will be made where applicable in compliance with federal and state law.

If you have questions concerning why deductions were made from your paycheck or how they were calculated, Human Resources can assist in having your questions answered.

406 Compensation

Effective Date: 7/01/2016

It is the practice and policy of Distinctive Schools to accurately compensate employees and to do so in compliance with all applicable state and federal laws.

Review Your Pay Check

We make every effort to ensure our employees are paid correctly. Occasionally, however, inadvertent mistakes can happen. When mistakes do happen and are called to our attention, we will promptly make any corrections necessary. Please review your pay check when you receive it to make sure it is correct. If you believe a mistake has occurred, or you have any questions please use the reporting procedure outlined below.

Summer Pay and Pro Rata

a) Pro-Rata Adjustments. In the unlikely event that the Academic Year is altered during the Term of this Agreement, Distinctive Schools reserves the right to adjust Base Salary on a pro rata basis. For any authorized additional services (for which Distinctive Schools authorizes the

payment of a specific stipend) that are not fully performed, payment of the stipend shall be adjusted pro rata.

b) **Summer Pay.** Summer pay is based on earned number of days worked in the Academic year and is prorated for any unpaid time off. (“Unpaid time off” includes but is not limited to periods when disability compensation is provided in lieu of salary.)

Non-exempt Employees

A non-exempt employee is prohibited from working more than 40 hours a week without prior written authorization.

If you are classified as a non-exempt employee, you must maintain a record of the total hours you work each day. You must accurately record your hours in accordance with Distinctive Schools’ time keeping procedures. Your time record must accurately reflect all regular and overtime hours worked, any absences, late arrivals, early departures, and meal breaks. Employees are prohibited from performing any “off-the-clock” work. “Off-the-clock” work means work you may perform but fail to report. Any employee who fails to report or inaccurately reports any hours worked will be subject to disciplinary action, up to and including discharge.

It is a violation of Distinctive Schools’ policy for any employee to falsify or alter his or her or another employee’s time. It is also a serious violation of Distinctive Schools’ policy for any employee or manager to instruct another employee to incorrectly or falsely report hours. If any manager or employee instructs you to: 1) incorrectly or falsely under- or over-report your hours worked; or 2) alter another employee’s time records to inaccurately or falsely report that employee’s hours worked, you should report it immediately to your Supervisor.

Exempt Employees

If you are classified as an exempt, salaried employee, you will receive a set salary which is intended to compensate you for any hours you may work. This salary will be established at the time of hire or when you become classified as an exempt employee. The salary will be a predetermined amount that will not be subject to deductions for variations in the quantity or quality of the work you perform.

Under federal and state law, your salary is subject to certain deductions. For example, absent contrary state law requirements, your **salary** may be reduced for the following reasons:

- Unauthorized Absences
- Disciplinary suspensions for infractions of our written policies and procedures.
- Family and Medical Leave Act absences (either full or partial day absences).
- To offset amounts received as payment for jury and witness fees or military pay.

Your salary may also be reduced for certain types of deduction such as your portion of health, dental, or life insurance premiums; state, federal, or local taxes, social security or voluntary contributions to a 403b or pension plan.

Your **salary will not** be reduced for any of the following reasons:

- Authorized absences which can include absences for jury duty, attendance as a witness or military leave in any week in which you have performed any work.
- Any other deductions prohibited by state or federal law.

Should you have any questions with respect to Distinctive Schools' policy, please contact Human Resources or Distinctive Schools' Chief HR and Compliance Officer.

To Report Concerns or Obtain More Information

If you have questions about deductions from your pay, or if you believe you have been subject to any improper deduction, please contact Human Resources or Distinctive Schools' Chief HR and Compliance Officer.

Every report or inquiry will be fully investigated and corrective action will be taken where appropriate, up to and including discharge for any employee(s) who violate this policy. In addition, Distinctive Schools' prohibits any form of retaliation against individuals who report alleged violations of this policy or who cooperate in the investigation of such reports. Retaliation is unacceptable, and any form of retaliation in violation of this policy will result in disciplinary action, up to and including discharge.

Please note that where state law is more generous to employees, the state law will be followed.

WORK CONDITIONS & HOURS

501 Safety

Effective Date: 7/01/2016

To assist in providing a safe and healthful work environment for employees, students, and visitors, Distinctive Schools has established a workplace safety program. This program is a top priority for Distinctive Schools. Its success depends on the alertness and personal commitment of all.

Distinctive Schools provides information to employees about workplace safety and health issues through regular internal communication channels such as Supervisor-employee meetings, bulletin board postings, memos, or other written communications.

Some of the best safety improvement ideas come from employees. Those with ideas, concerns, or suggestions for improved safety in the workplace are encouraged to raise them with their Supervisor, or with another Supervisor or manager. Reports and concerns about workplace

safety issues may be made anonymously if the employee wishes. All reports can be made without fear of reprisal.

Each employee is expected to obey safety rules and to exercise caution in all work activities. Employees must comply with all occupational safety and health standards and regulations established by the Occupational Safety and Health Act and state and local regulations. Employees must immediately report any unsafe condition to the appropriate Supervisor. Employees who violate safety standards, who cause hazardous or dangerous situations, or who fail to report or, where appropriate, remedy such situations, may be subject to disciplinary action, up to and including suspension and/or termination of employment.

In the case of accidents that result in injury, regardless of how insignificant the injury may appear, employees should immediately notify the appropriate Supervisor. Such reports are necessary to comply with laws and initiate insurance and workers' compensation benefits procedures.

502 Use of Phone and Mail Systems & Related Technology

Effective Date: 7/01/2016

All electronic communications are subject to the Distinctive Schools Acceptable Use Policy (Attached as Schedule A)

Employees may be required to reimburse Distinctive Schools for any charges resulting from their personal use of Distinctive Schools' telephones.

The use of Distinctive Schools-paid postage for personal correspondence is not permitted

503 Smoking

Effective Date: 7/01/2016

In keeping with Distinctive Schools' intent to provide a safe and healthful work environment, smoking is prohibited on the grounds and in the structures of each Distinctive Schools' campus.

This policy applies equally to all employees and to all individuals on each Distinctive Schools' campus and at each Distinctive Schools' function.

504 Use of Equipment

Effective Date: 7/01/2016

When using Distinctive Schools' property and equipment, employees are asked to exercise care and follow all operating instructions, safety standards, and guidelines.

Please notify your Supervisor if any equipment, machine, tool, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to students, employees or others. The Supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

The improper, careless, negligent, destructive, or unsafe use or operation of equipment can result in disciplinary action, up to and including termination of employment.

505 Emergency Closings

Effective Date: 7/01/2016

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt Distinctive Schools' operations. In extreme cases, these circumstances may require the closing of a 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 operations are officially closed due to emergency conditions, the time off from scheduled work will be paid.

506 Visitors in the Workplace

Effective Date: 7/01/2016

To provide for the safety and security of students and employees, only authorized visitors are allowed onto school premises.

All visitors should enter Distinctive Schools' buildings at the main entrance. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

If an unauthorized individual is observed on any Distinctive Schools' campus, employees must immediately take all reasonable efforts to ensure the safety and security of students, and notify their Supervisor.

507 Computer and Email Usage

Effective Date: 7/01/2016

Computers, computer files, the email system, and software furnished to employees are Distinctive Schools property intended for school-related use. Employees should not use a password, access a file, or retrieve any stored communication without authorization. To ensure compliance with this policy, computer and email usage may be monitored.

Distinctive Schools strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, Distinctive Schools prohibits the use of computers and the email system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, or cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect for others.

Email may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-education related matters.

Distinctive Schools purchases and licenses the use of various computer software for education purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, Distinctive Schools does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the applicable software license agreement. Distinctive Schools prohibits the illegal duplication of software and its related documentation.

Employees should notify their immediate Supervisor or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

508 Internet Usage

Effective Date: 11/01/2011 Revised December 11, 2013

Internet access to global electronic information resources on the World Wide Web is provided by Distinctive Schools to assist employees in obtaining education-related data and technology. In addition to Distinctive Schools' Acceptable Use Policy (attached as Schedule A), the following guidelines have been established to help ensure responsible and productive Internet usage.

As used in this Section 508, (Internet Usage), "Confidential Information" means:

- i. Information exempt from disclosure under Illinois Freedom of Information Act.
- ii. Information protected from disclosure under the Federal Health Insurance Portability and Accountability Act or other Federal or State of Illinois law.
- iii. Attorney communications or attorney work product relating to actual or anticipated litigation.
- iv. Personnel information, including personally-identifiable information (such as social security number, home or cell telephone number, etc.) and financial information relating to one or more employees.

- v. Vendors' proprietary information and information protected by a non-disclosure agreement.
- vi. REPORTING: except for Confidential Information, all Internet data that is composed, transmitted, or received via our computer communications systems are considered to be part of the official records of Distinctive Schools and, as such, is subject to disclosure to law enforcement or other third parties. Consequently, employees should always ensure that the information contained in Internet email messages and other transmissions is accurate, appropriate, ethical, and lawful.

The equipment, services, and technology provided to access the Internet remain at all times the property of Distinctive Schools. Consequently, Distinctive Schools reserves the right to monitor Internet traffic, and—except for Confidential Information—retrieve and read any data composed, sent, or received through our online connections and stored in our computer systems. Any Confidential Information inadvertently retrieved or read by Distinctive Schools does not lose its privileged-from-disclosure status, and does not constitute a waiver of that status—as a result of the retrieval or reading. Confidential Information remains privileged, confidential and wholly prohibited from disclosure by Distinctive Schools or any of its officers, directors, employees or agents unless:

- a) The communicating parties expressly consent to the disclosure.
- b) A court order compels the disclosure, and the court order is not challenged or otherwise under pending appeal.

Data that is composed, transmitted, accessed, or received via the Internet must not contain content that could be considered discriminatory, offensive, obscene, threatening, harassing, intimidating, or disruptive to any employee or other person. Examples of unacceptable content may include, but are not limited to, sexual comments or images, racial slurs, gender-specific comments, or any other comments or images that could reasonably offend someone on the basis of race, age, sex, religious or political beliefs, national origin, disability, sexual orientation, or any other characteristic protected by law.

The unauthorized use, installation, copying, or distribution of copyrighted, trademarked, or patented material on the Internet is expressly prohibited. As a general rule, if an employee did not create material, does not own the rights to it, or has not gotten authorization for its use, it should not be put on the Internet. Employees are also responsible for ensuring that the person sending any material over the Internet has the appropriate distribution rights.

Abuse of the Internet access provided by Distinctive Schools in violation of law or Distinctive Schools policies will result in disciplinary action, up to and including termination of employment. Employees may also be held personally liable for any violations of this policy. The following behaviors are examples of previously stated or additional actions and activities that are prohibited and can result in disciplinary action:

- Sending or posting discriminatory, harassing, or threatening messages or images
- Using the organization's time and resources for personal gain
- Stealing, using, or disclosing someone else's code or password without authorization
- Copying, pirating, or downloading software and electronic files without permission
- Sending or posting confidential material, trade secrets, or proprietary information outside of the organization
- Violating copyright law
- Failing to observe licensing agreements
- Engaging in unauthorized transactions that may incur a cost to the organization or initiate unwanted Internet services and transmissions
- Sending or posting messages or material that could damage the organization's image or reputation
- Participating in the viewing or exchange of pornography or obscene materials
- Sending or posting messages that defame or slander other individuals
- Attempting to break into the computer system of another organization or person
- Refusing to cooperate with a security investigation
- Sending or posting chain letters, solicitations, or advertisements not related to educational purposes or activities
- Using the Internet for political causes or activities, religious activities, or any sort of gambling
- Jeopardizing the security of the organization's electronic communications systems
- Sending or posting messages that disparage another organization's products or services
- Passing off personal views as representing those of the organization
- Sending anonymous email messages
- Engaging in any other illegal activities.

509 School Observations

Effective Date: 7/01/2016

Observations of schools and classrooms by Distinctive Schools is designed to support teaching, and to ensure maximum effectiveness of the work we do.

Use of Distinctive Schools' computers and files, including e-mail usage and related files, may be monitored or accessed.

Because Distinctive Schools is sensitive to the legitimate privacy rights of employees, every effort will be made to conduct observations and monitor electronic usage in an ethical and respectful manner.

510 Social Security Number Privacy

Effective Date: 7/01/2016

Officers and employees are permitted to access and use certain personal information, such as Social Security Numbers, only as necessary and appropriate for such persons to carry out their assigned tasks for Distinctive Schools and in accordance with Distinctive Schools' policy.

The unauthorized access, viewing, use, disclosure, or the intentional public display of such information and the unauthorized removal of documents from Distinctive Schools' premises that contain social security number information is prohibited and can result in discipline up to and including termination of employment.

If you come into contact with Social Security Numbers or other sensitive personal information without authorization from Distinctive Schools or under circumstances outside of your assigned tasks, you may not use or disclose the information further you are required to contact your Supervisor and turn over to him or her all copies of the information in whatever form.

When necessary, documents containing social security information will be properly destroyed through shredding or other means prior to disposal to ensure confidential social security information is not disclosed.

For more information about whether and under what circumstances you may have access to this information, review your job description or contact your Supervisor.

511 Social Networking and Blogging Policy

Effective Date: 7/01/2016

In general, Distinctive Schools views websites, web logs and other information published on mediums accessible by the public by its employees positively, and it respects the right of employees to use them as a medium of self-expression. If you choose to identify yourself as a Distinctive Schools employee or to discuss matters related to our work, please bear in mind that although the information you publish will generally be viewed as a medium of personal expression, some readers may nonetheless view you as a de facto spokesperson for Distinctive Schools. In light of this possibility the Distinctive Schools Acceptable Use Policy (attached as Schedule A) and the following guidelines must be followed:

- Distinctive Schools equipment, including computers and electronic systems, are limited to education-related use only.
- You must make it clear to your readers that the views expressed by you are yours alone and do not represent the views of Distinctive Schools.
- If you blog or otherwise publish information about our work, you must clearly and conspicuously disclose your relationship with Distinctive Schools to your readers.
- Understand that you assume full responsibility and liability for your public statements.

- You are not permitted to disclose confidential or proprietary information. You must at all times abide by all non-disclosure and confidentiality policies.
- Distinctive Schools' policies governing the use of its logos and other branding and identity apply, and only individuals officially designated have the authority to speak on Distinctive Schools' behalf. Therefore, you are not permitted to use any Distinctive Schools logo or graphics without first obtaining permission.
- You are prohibited from making discriminatory, defamatory, libelous or slanderous comments when discussing Distinctive Schools, and/or your Supervisors, co-workers, students or community members.
- You must always comply with all other employment policies, including the Harassment Policy.

Since the information you publish is accessible by the general public, Distinctive Schools hopes your comments will be truthful and respectful to Distinctive Schools, its employees, students, partners, affiliates and others as the Distinctive Schools itself endeavors to be. If you are going to criticize individual employees, consider discussing the criticism personally before making it public. Distinctive Schools cannot and will not tolerate statements about it or its employees that are defamatory, obscene, threatening or harassing.

Please be aware that Distinctive Schools may request, in its sole and absolute discretion, that you temporarily confine your website, web log or other commentary to topics unrelated to Distinctive Schools if it believes this is necessary or advisable to ensure compliance with laws or regulations.

Failure to comply with these requests may lead to discipline up to and including termination, and if appropriate, Distinctive Schools will pursue all available legal remedies.

512 Violence Prevention

Effective Date: 7/01/2016

Distinctive Schools is committed to preventing violence and to maintaining a safe environment for students and faculty. Given the increasing violence in society in general, Distinctive Schools has adopted the following guidelines to address intimidation, harassment, or other threats of (or actual) violence that may occur on or near its premises.

All employees, including Supervisors and temporary employees, should be treated with courtesy and respect at all times. Firearms, weapons, and other dangerous or hazardous devices or substances are prohibited from the premises and grounds of Distinctive Schools. Any exception must first be authorized by Distinctive Schools' senior management in writing.

Conduct that threatens, intimidates, or coerces another employee, a student, or a member of the public at any time, including off-duty periods, will not be tolerated. This prohibition includes all acts of harassment, including harassment that is based on an individual's sex, sexual orientation, race, age, or any characteristic protected by federal, state, or local law.

All threats of (or actual) violence, both direct and indirect, should be reported as soon as possible to your immediate Supervisor or any other member of management. This duty includes the reporting of threats by employees, students, parents, guardians, and any member of the public. When reporting a threat of violence, you should be as specific and detailed as possible.

All suspicious individuals or activities should also be reported as soon as possible to a Supervisor. Do not place yourself in unreasonable peril.

Distinctive Schools will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical. To maintain workplace safety and the integrity of its investigation, Distinctive Schools may suspend employees, either with or without pay, pending investigation.

An employee determined to be responsible for threats of (or actual) violence or other conduct that is in violation of these guidelines will be subject to prompt disciplinary action up to and including termination of employment.

Distinctive Schools encourages employees to bring their disputes or differences with other employees to the attention of their Supervisors or Human Resources before the situation escalates into potential violence. Distinctive Schools is eager to assist in the resolution of employee disputes, and will not discipline employees for raising such concerns.

513 Cell Phone Usage

Effective Date: 7/01/2016

If you are provided a cellular phone by Distinctive Schools (“Distinctive Schools Cellular Phone”), it is provided to you as a business and educational-support tool only. Distinctive Schools Cellular Phones are provided to assist employees in communicating with management and other employees, their Distinctive Schools’ associates, and others with whom they may conduct business and educational activities. Distinctive Schools Cellular Phone use is intended for school and business-related calls only and personal calls are not permitted. Distinctive Schools Cellular Phone invoices and text messages (including those sent on data pagers) may be regularly monitored to ensure compliance with this policy

Whether the cellular phone is provided by Distinctive Schools or the employee is using his or her own phone, employees who have access to a cell phone should not use them during school hours on school premises in the presence of any student.

Distinctive Schools will not be liable for the loss of personal cellular phones or PDA’s brought into the workplace.

LEAVES OF ABSENCE

601 Family and Medical Leave of Absence (FMLA)

Effective Date: 7/01/2016

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

**Whitney Marinoff
Distinctive Schools
910 W. Van Buren St.
Suite #315
Chicago, IL 60607**

**e-mail: wmarinoff@distinctiveschools.org
Tel: 312.332.4998 ext.345
Fax: 312.332.4233 or 312.864.8481**

I. Employees Eligible for FMLA Leave

FMLA leave is available to “eligible employees”. To be an “eligible employee”, an employee must: (1) have been employed by Distinctive Schools for at least 12 months (which need not be consecutive); (2) have been employed by Distinctive Schools for at least 1250 hours of service during the 12 month period immediately preceding the commencement of the leave; and (3) be employed at a worksite where 50 or more employees are located within 75 miles of the worksite.

The determination of whether an employee has worked for Distinctive Schools for at least 1,250 hours in the past 12 months and has been employed by Distinctive Schools for a total of at least 12 months must be made as of the date the FMLA leave is to start. If employees are on “non-FMLA leave” at the time they meet the FMLA eligibility requirements, only that portion of leaves taken for FMLA-qualifying reasons after they meet the FMLA eligibility requirements would be designated as “FMLA leave.”

II. Employee Entitlements for FMLA Leave

As described below, the FMLA provides eligible employees with a right to leave, health insurance benefits and, with some limited exceptions, job restoration. The FMLA also entitles employees to certain written notices concerning their potential eligibility for and designation of FMLA leave.

A. Basic FMLA Leave Entitlement

The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12 month period. The 12 month period is determined on the date the leave commences. Leave may be taken for any one, or for a combination, of the following reasons:

- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son, daughter or parent (but not in-law) who has a **serious health condition**;
- For the employee's own **serious health condition** (including any period of incapacity due to pregnancy, prenatal medical care or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job; and/or
- Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter or parent is a covered military member on covered active duty or has been notified of an impending call or order to covered active duty status in the armed forces.

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

Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

B. Additional Military Family Leave Entitlement (Injured Service-member Leave)

In addition to the basic FMLA leave entitlement discussed above, an eligible employee who is the spouse, son, daughter, parent or next of kin of a **covered service-member** or **covered veteran** is entitled to take up to 26 weeks of leave during a single 12-month period to care for the service member with a serious

injury or illness.

Leave to care for a covered service-member or veteran shall only be available during a single-12 month period and, when combined with other FMLA-qualifying leave, may not exceed 26 weeks during the single 12-month period. The single 12-month period begins on the first day an eligible employee takes leave to care for the injured service-member.

A **“covered service-member”** means a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is on the temporary retired list, for a serious injury or illness. A covered service-member would have a serious injury or illness if he/she has incurred an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating.

A **“covered veteran”** means a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy. A covered veteran would have a serious injury or illness if he/she has incurred a qualifying injury or illness in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

Spouses Employed by the Same Worksite Employer

Spouses employed by the same Worksite Employer are limited to a combined total of 26 workweeks in a single 12-month period if the leave is to care for a covered service-member or veteran with a serious injury or illness, and to a combined total of 12 workweeks in a 12-month period if the leave is taken for the birth and care of a newborn child, for placement of a child for adoption or foster care, or to care for a parent who has a serious health condition.

C. Intermittent Leave and Reduced Leave Schedules

FMLA leave usually will be taken for a period of consecutive days, weeks or months. However, employees also are entitled to take FMLA leave intermittently or on a reduced leave schedule when medically necessary due to a serious health condition of the employee or covered family member or the serious injury or illness of a covered service-member.

D. Protection of Group Health Insurance Benefits

During FMLA leave, eligible employees are entitled to receive group health plan coverage on the same terms and conditions as if they had continued to work.

E. Restoration of Employment and Benefits

At the end of FMLA leave, subject to some exceptions including situations where job restoration of “key employees” will cause Distinctive Schools substantial and grievous economic injury, employees generally have a right to return to the same or equivalent positions with equivalent pay, benefits and other employment terms. Distinctive Schools will notify employees if they qualify as “key employees”, if it intends to deny reinstatement, and of their rights in such instances. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of an eligible employee’s FMLA leave.

F. Notice of Eligibility for, and Designation of, FMLA Leave

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

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

III. Employee FMLA Leave Obligations

A. Provide Notice of the Need for Leave

Employees who take FMLA leave must timely notify Distinctive Schools of their need for FMLA leave. The following describes the content and timing of such employee notices.

1. Content of Employee Notice

To trigger FMLA leave protections, employees must inform Distinctive Schools of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Absent exigent circumstances, notice is effectuated by writing or e-mailing the information to:

**Whitney Marinoff
Distinctive Schools
910 W. Van Buren St.
Suite #315
Chicago, IL 60607**

e-mail: wmarinoff@distinctiveschools.org

Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow Distinctive Schools to determine that the leave is FMLA-qualifying. For example, employees might explain that:

- a medical condition renders them unable to perform the functions of their job;
- they are pregnant or have been hospitalized overnight;
- they or a covered family member are under the continuing care of a health care provider;
- the leave is due to a qualifying exigency cause by a covered military member being on active duty or called to active duty status; or
- if the leave is for a family member, that the condition renders the family member unable to perform daily activities or that the family member is a covered service-member with a serious injury or illness.

Calling in “sick,” without providing the reasons for the needed leave, will not be considered sufficient notice for FMLA leave under this policy. Employees must respond to Distinctive Schools’ questions to determine if absences are potentially FMLA-qualifying.

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

2. Timing of Employee Notice

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, or the approximate timing of the need for leave is not foreseeable, employees must provide Distinctive Schools notice of the need for leave as soon as practicable under the facts and circumstances of the particular case. Employees who fail to give 30 days notice for foreseeable leave without a reasonable excuse for the delay, or otherwise fail to satisfy FMLA notice obligations, may have FMLA leave delayed or denied.

Employees must also follow Distinctive Schools' usual and customary notice and procedural requirements when requesting FMLA leave, absent unusual circumstances. As mentioned above, those requirements include writing or e-mailing the request to:

**Whitney Marinoff
Distinctive Schools
910 W. Van Buren St.
Suite #315
Chicago, IL 60607
e-mail: wmarinoff@distinctiveschools.org**

If employees fail to comply with these requirements, and no unusual circumstances justify the failure to comply, FMLA leave may be delayed or denied provided that employees have not otherwise provided timely notice as required by the FMLA regulations.

B. Cooperate in the Scheduling of Planned Medical Treatment (Including Accepting Transfers To Alternative Positions) and Intermittent Leave or Reduced Leave Schedules

When planning medical treatment, employees must consult with Distinctive Schools and make a reasonable effort to schedule treatment so as not to unduly disrupt Distinctive Schools' operations, subject to the approval of an employee's health care provider. Employees must consult with Distinctive Schools prior to the scheduling of treatment to work out a treatment schedule which best suits the needs of both Distinctive Schools and the employees, subject to the approval of an employee's health care provider. If employees providing notice of the need to take FMLA leave on an intermittent basis for planned medical treatment neglect to fulfill this obligation, Distinctive Schools may require employees to attempt to make such arrangements, subject to the approval of the employee's health care provider.

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

When employees seek intermittent leave or a reduced leave schedule for reasons unrelated to the planning of medical treatment, upon request,

employees must advise Distinctive Schools of the reason why such leave is medically necessary. In such instances, Distinctive Schools and employee shall attempt to work out a leave schedule that meets the employee's needs without unduly disrupting Distinctive Schools' operations, subject to the approval of the employee's health care provider.

C. Submit Medical Certifications Supporting Need for FMLA Leave (Unrelated to Requests for Military Family Leave)

Depending on the nature of FMLA leave sought, employees may be required to submit medical certifications supporting their need for FMLA-qualifying leave. As described below, there generally are three types of FMLA medical certifications: an **initial certification**, a **recertification**, and a **return to work/fitness for duty certification**.

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

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

Whenever Distinctive Schools determines it appropriate to do so, it may waive its right to receive timely, complete and/or sufficient FMLA medical certifications.

1. Initial Medical Certifications

Employees requesting leave because of their own, or a covered relation's, serious health condition, or to care for a covered service-member, must supply medical certification supporting the need for such leave from their health care provider or, if applicable, the health care provider of their covered family or service member. If employees provide at least 30 days notice of medical leave, they should submit the medical certification

before leave begins. A new initial medical certification will be required on an annual basis for serious medical conditions lasting beyond a single leave year.

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

2. Medical Re-certifications

Depending on the circumstances and duration of FMLA leave, Distinctive Schools may require employees to provide recertification of medical conditions giving rise to the need for leave. Distinctive Schools will notify employees if recertification is required and will give employees at least 15 calendar days to provide medical recertification.

3. Return to Work/Fitness for Duty Medical Certifications

Unless notified that providing such certifications is not necessary, employees returning to work from FMLA leaves that were taken because of their own serious health conditions that made them unable to perform their jobs must provide Distinctive Schools medical certification confirming they are able to return to work and the employees' ability to perform the essential functions of the employees' position, with or without reasonable accommodation. Distinctive Schools may delay and/or deny job restoration until employees provide return to work/fitness for duty certifications.

D. Submit Certifications Supporting Need for Military Family Leave

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

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

E. Substitute Paid Leave for Unpaid FMLA Leave

Employees must first use paid time off (if applicable) before taking unpaid FMLA leave. The substitution of paid time for unpaid FMLA leave time does not extend the length of FMLA leaves and the paid time will run concurrently with an employee's FMLA entitlement.

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

F. Pay Employee's Share of Health Insurance Premiums

As noted above, during FMLA leave, employees are entitled to continued group health plan coverage under the same conditions as if they had continued to work. Unless Distinctive Schools notifies employees of other arrangements, whenever employees are receiving pay from Distinctive Schools during FMLA leave, Distinctive Schools will deduct the employee portion of the group health plan premium from the employee's paycheck in the same manner as if the employee was actively working. If FMLA leave is unpaid, employees must pay their portion of the group health premium. Questions regarding the payment process may be directed to:

**Whitney Marinoff
Distinctive Schools
910 W. Van Buren St.
Suite #315
Chicago, IL 60607
email: wmarinoff@distinctiveschools.org**

G. Report Periodically Concerning Intent to Return to Work

Employees must contact Distinctive Schools not less than once every two weeks regarding their status and intention to return to work at the end of the FMLA leave period. If an employee's anticipated return to work date changes and it becomes necessary for the employee to take more or less leave than originally anticipated, the employee must provide Distinctive Schools with reasonable

notice (e.g., within 2 business days) of the employee's changed circumstances and new return to work date. If employees give Distinctive Schools unequivocal notice of their intent not to return to work, Distinctive Schools' obligation to maintain health benefits (subject to COBRA requirements) and to restore their positions cease.

IV. Coordination of FMLA Leave with Other Leave Policies

The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law which provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult Distinctive Schools' other leave policies in this handbook or contact Human Resources.

V. Questions and/or Complaints about FMLA Leave

If you have questions regarding this FMLA policy, please contact Human Resources. Distinctive Schools is committed to complying with the FMLA and, whenever necessary, shall interpret and apply this policy in a manner consistent with the FMLA.

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

602 Pregnancy-Related Absences (See also Schedule B for FAQ)

Effective Date: 7/01/2016

Distinctive Schools will not discriminate against any employee who requests an excused absence for medical disabilities associated with pregnancy. Such leave requests will be evaluated according to the medical leave policy provisions outlined in this Employee Handbook and all applicable federal and state laws.

Requests for time off associated with pregnancy and/or childbirth, such as bonding and child care, not related to medical disabilities for those conditions will be considered in the same manner as other requests for unpaid family or personal leave.

603 Victims' Economic Security and Safety Act

Effective Date: 7/01/2016

The Leave Policy

Full time and part-time employees in Illinois are eligible to take up to 8 weeks of unpaid Victims' Economic Security and Safety Act (VESSA) Leave within any 12 month period and be restored to the same or an equivalent position upon your return from leave provided you: (1) give 48 hours' advance notice of your intention to take VESSA leave; and (2) submit the appropriate VESSA certification documents. Please note that if the reason for the request for VESSA leave would also entitle you to FMLA leave, then you must concurrently take FMLA leave.

Notice of Leave

To request leave, you must notify Distinctive Schools of your request for leave by completing a Request for VESSA Leave Form available from Human Resources. You must give 48 hours' prior written notice (unless under the circumstances such notice is impracticable), or as much advance written notice as possible, to your Supervisor.

Certification

If you are requesting VESSA leave, you must supply certification documentation to Distinctive Schools at the time you request leave, or if impracticable, within a reasonable time but in no event more than seven business days from the first day of the leave requested. This certification must contain a sworn statement by you that you, a member of your family, or household member is a victim of domestic or sexual violence and that the request for VESSA leave is for the purpose of:

- seeking medical attention for, or recovering from, physical or psychological injuries caused by domestic or sexual violence;
- obtaining services from a victim services organization;
- obtaining psychological or other counseling,
- participating in safety planning, temporarily, or relocating, or taking other actions to increase your safety and ensure economic security; or
- seeking legal assistance or remedies including preparing for or participating in any civil or criminal legal proceeding related to or derived from domestic sexual violence.

Please note that if leave is requested due to a family or household member, their interests must not be adverse to you. In other words, leave cannot be requested by a perpetrator.

Further, the certification must indicate that upon obtaining the following, the employee will provide Human Resources with:

1. documentation from an employee, agent, or volunteer of a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom you,

a member of your family or household sought assistance in addressing domestic or sexual violence and specifying the effects of the violence;

- a. a police or court record; or
- b. other corroborating evidence

Failure to provide the requested certification and corroboration documentation within a reasonable time may result in delay of further leave until it is provided, and/or may subject you to discipline up to and including termination for taking unauthorized leave or excessive absenteeism.

Confidentiality

All VESSA leave information provided by you to Distinctive Schools is confidential. This information will not be disclosed by Distinctive Schools to third parties unless you request such disclosure in writing or the disclosure is required by state or federal law.

While on Leave

If you take VESSA leave, you must contact your Supervisor on the “first and third Tuesday” of each month regarding your status. In addition, you must give notice to your Supervisor as soon as practicable (within 2 business days, if feasible) if the dates of leave change, are extended or initially were unknown.

Intermittent and Reduced Schedule Leave

VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work each workday) if necessary. You will receive your current rate of pay for hours worked and time spent working will not count against your available VESSA leave. In addition, while you are on an intermittent or reduced schedule leave, Distinctive Schools may temporarily transfer you to an available alternative position, which better accommodates your recurring leave and which has equivalent pay and benefits.

Leave is Unpaid

During an approved VESSA leave, Distinctive Schools will maintain your health and other benefits, as if you continued to be actively employed. However, you must continue to pay your portion, if any, of the group health plan premiums or your benefits may be cancelled. Accrual of benefits such as paid time off will be suspended during the duration of the leave. Accrual of seniority will also be suspended during the leave and your annual review date will be adjusted accordingly. If you return to work owing any employer-made contributions to your insurance premiums to maintain coverage during your leave, you will be required to reimburse Distinctive Schools through payroll deduction immediately upon return.

If you elect not to return to work at the end of the leave period, you will be required to reimburse Distinctive Schools for contributions to the health insurance premiums made to maintain coverage during your leave, unless you provide a certification indicating that you cannot return to work because of the continuation, recurrence, or onset of domestic or sexual violence that resulted in your VESSA leave, or because of other circumstances beyond your

control. You must contact Human Resources immediately upon learning that you will be unable to return to work to obtain the necessary certification forms.

Returning From Leave

When you are able to return to work following VESSA leave, you should attempt to give Distinctive Schools as much notice as possible but at least one week's notice by mailing or faxing the notice to Human Resources. This is important so that your return to work is properly scheduled.

604 Religious Holidays

Effective Date: 7/01/2016

Absences for observance of religious holidays are permitted for all of our Distinctive Schools employees. It is recommended that requests to be away from work to participate in such observances be submitted at least two weeks prior to the proposed absence. Responsible administrators/supervisors will make reasonable accommodations for an employee's time away from work for this purpose to the extent practical and in the consideration of student needs. Planned absences for such requests may be taken as either paid personal leave, vacation leave (if applicable), or as time off without pay. If an employee has any questions relating to this policy—or to any policy affecting his or her rights as an individual—we ask that the individual contact Whitney Marinoff, Human Resources:

Whitney Marinoff
Distinctive Schools
910 W. Van Buren St.
Suite #315
Chicago, IL 60607
e-mail: wmarinoff@distinctiveschools.org
Tel: [312.332.4998](tel:312.332.4998)
Fax: [312.332.4233](tel:312.332.4233)

EMPLOYEE CONDUCT & DISCIPLINARY ACTION

701 Employee Conduct

Effective Date: 7/01/2016

To ensure the best possible work and educational environment, Distinctive Schools employees are required to act in the best interests of students and fellow employees. It is not possible to list all the forms of behavior that are considered unacceptable, but the following are provided as examples of actions that may result in disciplinary action, up to and including termination of employment:

- Supplying false or misleading information when applying for employment or during employment
- Theft or inappropriate removal or possession of property
- Falsification of any record
- Working under the influence of alcohol or an illegal drug
- Engaging in violence or the threat of violence
- Negligence that endangers a student or any other individual
- Disrespectful conduct
- Engaging in unethical or illegal conduct
- Having a conflict of interest
- Violating a safety or health rule
- Smoking on any Distinctive Schools campus
- Sexual or other unlawful or unwelcome harassment
- Possession of dangerous or unauthorized materials, such as explosives or firearms, in the workplace
- Excessive absenteeism or tardiness or any absence without notice
- Unauthorized absence from work
- Making or publishing false or malicious statements relating to a student, student's family, employee, Distinctive Schools or a Distinctive Schools' campus
- Violation of personnel policies

Employment with Distinctive Schools is at the mutual consent of Distinctive Schools and the employee, and either party may terminate that relationship at any time, with or without cause. Unless otherwise specified in a written agreement between the employee and Distinctive Schools, termination may be with or without advance notice.

702 Drug and Alcohol Use

Effective Date: 7/01/2016

It is Distinctive Schools' desire to provide a drug-free, healthful, and safe workplace. To promote this goal, employees are required to report to work in appropriate mental and physical condition to perform their jobs in a safe and satisfactory manner.

While on Distinctive Schools' premises and while conducting business-related activities off Distinctive Schools' premises, no employee may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair an employee's ability to perform the essential functions of the job effectively and in a safe manner that does not endanger other individuals in the workplace.

Violations of this policy may lead to disciplinary action, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences.

703 Sexual and Other Unlawful Harassment, Discrimination and Civil Rights

Effective Date: 7/01/2016

Distinctive Schools is committed to providing a work environment that is free from all forms of discrimination and conduct that can be considered harassing, coercive, or disruptive, including sexual harassment. Actions, words, jokes, or comments based on an individual's sex, race, color, national origin, age, religion, disability, sexual orientation, or any other legally protected characteristic will not be tolerated.

Sexual harassment is defined as unwanted sexual advances, or visual, verbal, or physical conduct of a sexual nature. This definition includes many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser. The following is a partial list of sexual harassment examples:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct that includes leering, making sexual gestures, or displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct that includes making or using derogatory comments, epithets, slurs, or jokes.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, or suggestive or obscene letters, notes, or invitations.
- Physical conduct that includes touching, assaulting, or impeding or blocking movements.

Unwelcome sexual advances (either verbal or physical), requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: (1) submission to such conduct is made either explicitly or implicitly a term or condition of employment; (2) submission or rejection of the conduct is used as a basis for making employment decisions; or, (3) the conduct has the purpose or effect of interfering with work performance or creating an intimidating, hostile, or offensive work environment.

If you experience or witness sexual or other unlawful harassment in the workplace, report it immediately to Human Resources. You can raise concerns and make reports without fear of reprisal or retaliation. If you supervise employees and receive a report of sexual or other unlawful harassment in the workplace, you must report it immediately to Human Resources.

All allegations of sexual harassment will be quickly and discreetly investigated. To the extent possible, your confidentiality and that of any witnesses and the alleged harasser will be

protected against unnecessary disclosure. When the investigation is completed, you will be informed of the outcome of the investigation. If the outcome is a determination that sexual harassment occurred, corrective measures will be taken. These measures may include, but are not limited to: training, counseling, warning, suspension, or immediate dismissal. Anyone, regardless of position or title, found through investigation to have engaged in improper harassment will be subject to discipline up to and including discharge.

Distinctive Schools prohibits any form of discipline or retaliation for reporting in good faith the incidents of harassment in violation of this policy, pursuing any such claim or cooperating in the investigation of such reports.

NON-DISCRIMINATION POLICY

Distinctive Schools shall comply with all federal and state laws and regulations prohibiting discrimination. Specifically, it is the policy of Distinctive Schools Board of Directors that no person, on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, parental status, marital status, sexual orientation, physical disability, mental disability, emotional disability, or learning disability shall be discriminated against, excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in any education program or activity.

TITLE IX GRIEVANCE PROCEDURE

Any student or employee of Distinctive Schools who believes he or she has been discriminated against, denied a benefit, or excluded for participation in any school sponsored education program or activity on the basis of sex shall attempt promptly to resolve the situation by (1) discussion with the building Director, or in the case of a student, or the individual's immediate supervisor, in the case of an employee. (2) If the complaint is not resolved under step 1, the complainant may file a written complaint with Distinctive Schools' Chief Compliance Officer, who, for the 2014-2015 Academic Year is:

David Sundstrom,
17 North State Street, #1890, Chicago IL 60602
Tel: (312) 332-4998
FAX: (312) 332-1197
Cell: (904) 662-0620
e-Mail: dms@distinctiveschools.org.

The complainant shall provide a copy given to the school director or supervisor involved. The Chief Compliance Officer shall arrange a meeting with parties involved to review the complaint within ten (10) days after the meeting(s).

If the complaint is not resolved under step 2 the complainant may file an appeal in writing with the secretary of the Distinctive Schools Board of Directors, indicating the nature of disagreement.

The Distinctive Schools Board of Directors shall consider the complaint at the earliest appropriate meeting at which time the complainant shall address the board in public or closed session as appropriate and lawful, concerning the complaint.

The Distinctive Schools Board of Directors shall within thirty (30) calendar days after the hearing provide the complainant with a written statement of its decision, and (or) action taken.

EQUAL EDUCATIONAL OPPORTUNITIES

Distinctive Schools is committed and dedicated to the task of providing the best education possible for every child in the district for as long as the student can benefit from attendance and the student's conduct is compatible with the welfare of the entire student body.

The right of the student to be admitted to school and to participate fully in classroom instruction and extracurricular activities shall not be abridged or impaired because of sex, race, color, religion, national origin, ancestry, creed, pregnancy, marital or parental status, sexual orientation, physical, mental, emotional or learning disability or handicap.

Students who have been identified as having a handicap or disability, under Section 504 of the Rehabilitation Act or the Americans with Disabilities Act, shall be provided with reasonable accommodations in educational services or programs. Student may be considered handicapped or disabled under this policy even if they are not covered under the district's special education policies and procedures.

Complaints regarding the interpretation or application of this policy shall be referred to Distinctive Schools' Chief Compliance Officer and processed in accordance with procedures established by Distinctive Schools' authorizer Chicago Public Schools. Distinctive Schools' Chief Compliance Officer is:

David Sundstrom,
910 W. Van Buren St.
Suite #315
Chicago, IL 60607
Tel: (312) 332-4998
FAX: (312) 332-4233
Cell: (904) 662-0620
E-Mail: dms@distinctiveschools.org.

704 Attendance and Punctuality

Effective Date: 7/01/2016

To maintain a safe and productive work environment, Distinctive Schools expects employees to be reliable and to be punctual in reporting for scheduled work. Because your employment involves the safety and security of children, timely attendance throughout the academic year is an essential function of your work, and of your position with Distinctive Schools. You are also expected to take your lunch/meal times within the time limits set by your school. Absenteeism and tardiness place an undue burden on other employees and on Distinctive Schools. In the rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they must notify the person to whom they directly report as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment.

705 Personal Appearance

Effective Date: 7/01/2015

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image Distinctive Schools presents to students, parents and visitors.

During school hours or when representing Distinctive Schools, each employee is expected to present a clean, neat, and tasteful appearance. Because school professionals serve as student role models, and because students are readily influenced by subtle messaging that clothing and appearance convey, a necessary requirement of employment for Distinctive Schools' professionals is that they dress/groom appropriately.

706 Return of Property

Effective Date: 7/01/2016

Employees are responsible for all Distinctive Schools property, materials, or written information issued to them or in their possession or control.

All Distinctive Schools property must be returned by employees on or before their last day of work. Where permitted by applicable laws, Distinctive Schools may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. Distinctive Schools may also take all action it determines appropriate to recover or protect its property.

707 Security Inspections

Effective Date: 7/01/2016

Distinctive Schools is required to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, and other improper materials. To this end, Distinctive Schools prohibits the possession, transfer, sale, or use of such materials on its premises. Distinctive Schools requires the cooperation of all employees in administering this policy.

Desks, lockers, computers, designated parking areas, rest or eating areas, and storage devices may be provided for the convenience of employees but remain the sole property of Distinctive Schools. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of Distinctive Schools at any time, either with or without prior notice.

Distinctive Schools likewise may, to ensure safety of its staff and students, inspect not only desks and lockers but also persons entering and/or leaving the premises and any packages or other belongings being brought into or exiting a Distinctive Schools' site. An employee who wishes to avoid inspection of any article or material should refrain from bringing the article or material onto Distinctive Schools' premises.

708 Solicitation

Effective Date: 7/01/2016

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

Distinctive Schools recognizes that employees may have interests in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time. (Working time does not include lunch periods, work breaks, or any other periods in which employees are not on duty.)

In addition, the posting of written solicitations on Distinctive Schools bulletin boards is prohibited. Bulletin boards are reserved for official organization communications on such items as:

- Affirmative Action statement
- Employee announcements
- Internal memoranda
- Job openings
- Organization announcements
- Payday notice
- Postings required by law

- Workers' compensation insurance information
- State disability insurance/unemployment insurance information

709 Drug Testing

Effective Date: 7/01/2016

Distinctive Schools is committed to providing a safe, efficient, and productive work environment for all employees. Using or being under the influence of drugs on the job may pose serious safety and health risks. To help ensure a safe and healthful working environment, job applicants and employees may be asked to provide body substance samples (such as urine and/or blood) to determine the illicit or illegal use of drugs.

Copies of the drug testing policy will be provided to all employees. Questions concerning this policy or its administration should be directed to the Chief HR and Compliance Officer.

MISCELLANEOUS

801 Life-Threatening Illnesses in the Workplace

Effective Date: 7/01/2016

Employees with life-threatening illnesses, such as cancer, heart disease, and AIDS, often wish to continue their normal pursuits, including work, to the extent allowed by their condition. Distinctive Schools supports these endeavors as long as employees are able to meet acceptable performance standards.

Medical information on individual employees is treated confidentially. Distinctive Schools will take reasonable precautions to protect such information from inappropriate disclosure. Managers and other employees have a responsibility to respect and maintain the confidentiality of employee medical information. Anyone inappropriately disclosing such information is subject to disciplinary action, up to and including termination of employment.

802 Recycling

Effective Date: 7/01/2016

Distinctive Schools supports environmental awareness by encouraging recycling and waste management in its school practices and operating procedures. This support includes a commitment to the purchase, use, and disposal of products and materials in a manner that will best utilize natural resources and minimize any negative impact on the earth's environment.

Special recycling receptacles may be set up to promote the separation and collection of the following recyclable materials at Distinctive Schools:

- Computer paper
- Aluminum
- White high grade or bond paper
- Glass
- Ledger paper
- Plastics
- Mixed or colored paper
- Newspaper
- Corrugated cardboard
- Printer cartridges
- Brown paper bags

The simple act of placing a piece of paper, can, or bottle in a recycling container is the first step in reducing demand on the earth's limited resources. Success of this program depends on active participation by all of us. Employees are encouraged to make a commitment to recycle and be a part of this solution.

Distinctive Schools encourages reducing and, when possible, eliminating the use of disposable products. Source reduction decreases the consumption of valuable resources through such workplace practices as:

- communication through computer networks with email
- reusing paper clips, folders, and binders
- reusing packaging material
- turning off lights when not in use

By recycling, Distinctive Schools is helping to solve trash disposal and control problems facing all of us today.

EMPLOYEE ACKNOWLEDGEMENT FORM

The employee handbook describes important information about Distinctive Schools, and I understand that I should consult Human Resources regarding any questions not answered in the handbook.

I have entered into my employment relationship with Distinctive Schools voluntarily and acknowledge that there is no specified length of employment. Accordingly, either I or Distinctive Schools can terminate the relationship at will, with or without cause, at any time, so long as there is no violation of applicable federal or state law.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur, except to Distinctive Schools' policy of employment-at-will. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only Distinctive Schools' Chief Operating Officer and Chief Education Officer have the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is neither a contract of employment nor a legal document. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): _____

EMPLOYEE'S SIGNATURE: _____

DATE: _____

SCHEDULE A

Acceptable Use Policy

Distinctive Schools Social Media & Acceptable Use Policy

With social media, lines are often blurred between what is public or private, personal or professional. The following Distinctive Schools' Guidelines are designed to help add clarity:

Use good judgment

- The Code of Conduct, Employee Handbook, Privacy Policy and ethical guidelines for interacting with others in face-to-face settings apply to all Social Media communications —regardless of whether they originate from a school or personal account.
- Regardless of your privacy settings, assume that all of the information you have shared on your social network is public information. It effectively is.

Be respectful

- Although you are going to be perceived as a representative of your school, unless you are specifically authorized to speak on behalf of the school as a spokesperson, it is best to state that the views expressed in your postings, etc. are your own.
- *You are not anonymous on the Internet; your IP address is readily accessible to anyone who seeks it. And your IP address is linked to the street address from which you are communicating. The steps to ascertaining your geographic location are surprisingly simple.*

NEVER give out or transmit personal information about students, parents, or co-workers.

- Don't share information considered confidential or not public. If it seems confidential, it probably is. (Online "conversations" are never private. Do not give your own or other's birth date, address, or cell phone number on any public website.)
- It is best not to rely on information received through social networking as accurate. (Surprisingly, not every statement on the Internet is true.)
- Avoid talking about personal schedules or situations.

Please be cautious with respect to images:

- Do not post pictures of students without express parent/guardian written consent. Do not post pictures of others (co-workers, etc.) without their permission.
- Do not post pictures of yourself that would embarrass your parents. Images go viral when they are of adults behaving badly.

Other sites:

- A significant part of the interaction on blogs, Twitter, Facebook and other social networks involves passing on interesting content or linking to helpful resources. Don't blindly repost a link without looking at the content first.
- Consider the security warnings that pop up on your computer before clicking on unfamiliar links. They actually serve a purpose and protect you and the school.
- When using Twitter, Facebook and other tools, be sure to follow their printed terms and conditions.

And if you don't get it right...

- Be sure to correct any mistake you make immediately, and make it clear what you've done to fix it. Apologize for the mistake if the situation warrants it.

- If it's a MAJOR mistake (e.g., exposing private information or reporting confidential information), please let someone know immediately so the school can take the proper steps to help minimize the impact it may have.

Privacy Information Links

To help you ensure that you have the best privacy settings for your needs, below are some—but certainly not all—links to certain social media privacy information pages:

Facebook: <https://twitter.com/privacy>

Flickr.com: <http://www.flickr.com/help/guidelines/>

Hi5.com: http://www.hi5.com/terms_of_service.html?#privacy_policy

Linkedin: http://www.linkedin.com/static?key=privacy_policy

Skype.com: <http://www.skype.com/en/legal/privacy/>

Tumblr.com: <http://www.tumblr.com/policy/en/privacy>

Twitter: <https://twitter.com/privacy>

You Tube: <http://www.google.com/intl/en/policies/privacy/>

SCHEDULE B
MATERNITY LEAVE FAQ

How long is a traditional Maternity Leave?

Like the majority of school districts, we follow the American Medical Association (AMA) recommendations for *duration of maternity leaves*. Although I—and many of us—personally would prefer greater flexibility, they are embraced by most school districts and a majority of insurance carriers (including our own):

Six weeks for natural delivery

Eight weeks for c-sections.

Can it go any longer?

Yes, under certain circumstances:

1. **Short Term Disability (STD)** is available for full-time employees. In summary, it:
 - Provides up to 60% of your paycheck, but is capped at \$600/week
 - Is available for **up to eleven weeks**, but . . .
 - It imposes a 2-week elimination period. (Note: You are not prevented from using any Paid Time Off (PTO) you have accrued during this elimination period.)
 - A physician must submit documentation stating that the extended leave is medically necessary.

2. **FMLA:** Maternity leave can be taken under the Family Medical Leave Act (FMLA); this Act allows for:
 - **Twelve weeks of unpaid leave.**
 - Job protection during the leave.

The downside:

- Employees are required to use up their Paid Time Off before the unpaid leave kicks in.
 - Employees are required to continue paying their benefits contributions while on unpaid FMLA leave.
 - Income stops during the FMLA leave period.
3. **Can I use Short Term Disability AND FMLA for the same event?**

Yes.

4. Can I be paid my full salary (rather than 60%) if I take a Short-Term Disability leave during the summer months?

Unfortunately, no. The insurance carrier will not provide leave benefits if you remain on full salary.

5. What if my leave ends only a few weeks before the school year ends, and I do not wish to return to work?

You would receive your contract pay-out (all monies accrued and owing to you), but you would be unable to receive compensation for the period in which you have elected not to return to work (after being cleared to return to work by your health care provider).

6. Can I receive full salary while I am on an FMLA leave or a Short-Term Disability leave?

Unfortunately, no. The FMLA Act specifically limits its applicability to *unpaid* leave, and our health insurance provider prohibits us from paying salary if it is paying leave benefits.

7. Can I apply *next year's* contractual Paid Time Off to *this year's* maternity leave?

Regrettably, no. As a result of our contracts with the authorizer and insurance carriers, we are contractually prohibited from pre-paying salaries or benefits before either is earned.

8. Why must I provide a “fitness for duty” statement from a health care provider before I can return from a leave?

The requirement is structured to protect each employee on leave, and to prevent a premature return that could exacerbate an injury, disability, or health condition.

9. Can males take paternity leave?

Yes. We do not discriminate against *any* employee who takes a leave for the birth or adoption of a child. Although Short Term Disability benefits would be unavailable (due to the individual not having a disability), all accrued paid-time-off ("PTO) could be used, and Family Medical Leave Act (FMLA) leave would be available in accordance with the Act's terms.

SCHEDULE C
GUIDELINES GOVERNING PAID TIME OFF

We recognize that all people may at some point need to be absent from work for medical reasons; we simply ask that--if at all possible-- you provide us with as much advance notice as you can when it becomes apparent to you that an absence is going to be required.

· Please know that each absence of a team member is presumed to be for medical reasons; we respect your privacy and your professionalism, and generally will not question your need to be absent. However, under Federal law (and in some cases, due to prospective short term or long term disability requirements) we may be required to ask for basic information when an absence exceeds three consecutive days. Please know that these requests would naturally remain wholly confidential, and must always comply with Federal and State privacy laws.

GENERAL LEAVE POLICY

10-Month Schedule. 10 days of paid time time off. 5 days can be rolled over to the next academic year. However, please note that rollover days accrued over a period of years-after 2015- are capped at 20 days.* For any work year shorter than the designated number of student contact days for that academic year, paid time off eligibility may be prorated accordingly.

12-month Schedule. 15 days of paid time off. 5 days can be rolled over to the next academic year. However, please note that rollover days accrued over a period of years-after 2015- are capped at 20 days.* For any work year shorter than 12 months, paid time off eligibility may be prorated accordingly.

*All rollover days accrued before the 2015-16 Academic Year remain intact and will be honored. This pool of unused days does not expire.

Paid Time off days are not paid out upon employment termination.

Guidelines Governing Paid Time Off For Network Employees

Distinctive Schools seeks to make available reasonable paid leave to each full time Network Employee. It is understood that reasonableness is dependent upon facts, circumstances and needs at the time paid leave is sought.

Definition: As used in these Guidelines, "**Network Employee**" means an individual employed by Distinctive Schools:

- a) to provide full time services 12 months per year at its main office (currently 910 W. Van Buren, Suite 315, Chicago, IL 60607), or
- b) To provide full time site leadership services (e.g., a school director) or network-wide services at sites designated by Distinctive Schools 12 months per year.

Guidelines:

1. Distinctive Schools shall provide reasonable paid time off to each Network Employee.
2. A Network Employee who seeks paid time off shall – with the person to whom he or she directly reports—collaboratively determine the schedule of paid time off as soon as is practical after the Network Employee elects to request any period of paid time off.
3. The determining factor in scheduling paid time off is “reasonableness under the circumstances.” It is understood that at certain times of the year, an absence—or the proposed duration of an absence—may be unreasonable. It is also understood that if an individual did not exercise paid time off in more than a year, the duration of a leave may be greater than otherwise would appear “reasonable.”
4. If a Network Employee and the person to whom he or she directly reports cannot mutually determine the timing or length of a requested paid time off period, he or she may submit the request to the Director of Human Resources, who will then review with the parties all factors affecting the request. The Director will then render a decision granting, denying, or modifying a requested leave. The Director’s decision shall be final.
5. All paid time off accrued under prior guidelines, and/or before July 1, 2016, shall be honored.
6. Paid time off requests shall be coordinated—to the maximum extent reasonably possible—with short term disability leave requests. At a minimum, a Network Employee shall be entitled to paid leave relating to short term disability that a full time non-Network Employee would receive under comparable circumstances.