



Along with

Muskegon Maritime Academy



PRESENT YOUR
2024-2025 EMPLOYEE
HANDBOOK

Employee Acknowledgment

I acknowledge receipt of the electronic copy of the 2024-2025 Teachers First Employee Handbook for the worksite of Muskegon Maritime Academy. In consideration of my employment, I agree to read and abide by the conditions, rules, and policies of this handbook. I agree and understand that the employee handbook may be updated from time to time with or without notice and shall refer to my online employee access home page for such updates.

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

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

Employee Name (Please Print)

Employee Signature

Date

XXX-XX-

Employee Social Security Number

MUSKEGON MARITIME ACADEMY

ACADEMY GOALS

The aim is to help young people hone their skills in areas that will serve them a lifetime, such as reading and math, character and leadership development, financial literacy, etiquette, manners and entrepreneurship.

Introduction to MidWest Management Group, Inc.

The Board of Directors of Muskegon Maritime Academy (the Muskegon Maritime Academy) has contracted with the MidWest Management Group to provide a full range of human resource support. The MidWest Management Group is a consulting firm specializing in human resources, employee benefits, payroll administration and business management. You are employed by one of our management companies, Teachers First

Charter Schools enlist the services of MidWest to help them provide better employee benefits, administer payroll, and assist in the administration of their personnel and business matters. We have become a personnel office resource for both Muskegon Maritime Academy and for you.

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

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

It is our hope that you enjoy your work and the relationships you develop at Muskegon Maritime Academy.

MidWest Management Group, Inc
On behalf of
Teachers First
27655 Middlebelt Rd. Suite 170
Farmington Hills, MI 48334
248-313-2000
248-313-2009 (fax)

Phone extensions to assist you:

<u>Extension 131</u>	Payroll Specialist: Payroll, PTO, Time Off, Direct deposit assistance
<u>Extension 110</u>	HR Specialist: Garnishments, Friend of the Court, FMLA/Non FMLA, Workers Comp, Unemployment, New Hire Onboarding, and Document Control
<u>Extension 112</u>	Director of Benefits: Medical Benefits, 401(k), Ancillary benefits, COBRA
<u>Extension 121</u>	Sr. Director of Human Resources: Handbook, New Hire, Document Control, Conflict Resolution

PURPOSE OF THE HANDBOOK

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

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

Teachers First for the worksite Muskegon Maritime Academy also reserves the right to revoke, modify, terminate, suspend, or change any or all the procedures, plans, or policies contained in this handbook at any time, with or without advance notice.

Only the CEO of Teachers First is authorized to create a personnel policy, procedure, or payment plan that binds Teachers First. If the same conflicts with any provision of the handbook, the final decision shall be Teachers First.

The term "Teachers First" shall refer to Teachers First.

The Office Manager at the worksite of Muskegon Maritime Academy has been designated as Teachers First HR Liaison.

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

NOTE: The policies contained herein shall supersede any previous policies set forth.

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SECTION I: EMPLOYMENT POLICIES

A. Equal Employment Policies

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

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

If you need accommodation from Teachers First for a disability, please submit a written statement to Teachers First about your need for accommodation. Under the Michigan Persons with Disabilities Act, employees are to notify the employer in writing of the need for accommodation within 182 days after they knew or should have known that accommodation was needed. Teachers First will provide accommodation that does not pose an undue hardship.

B. ADA/ADAAA Policy

Purpose

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that require employers with 15 or more employees to not discriminate against applicants and individuals with disabilities and, when needed, to provide reasonable accommodations to applicants and employees who are qualified for a job, with or without reasonable accommodations, so that they may perform the essential job duties of the position.

It is the policy of Teachers First, and the Muskegon Maritime Academy to comply with all federal and state laws concerning the employment of individuals with disabilities and to act in accordance with regulations and guidance issued by the Equal Employment Opportunity Commission (EEOC). Furthermore, it is Teachers First policy not to discriminate against qualified individuals with disabilities regarding application procedures, hiring, advancement, discharge, compensation, training or other terms, conditions, and privileges of employment.

Procedures

When an applicant with a disability requests accommodation and can be reasonably accommodated without creating an undue hardship or causing a direct threat to workplace safety, the employee will be given the same consideration for employment as any other applicant. Applicants who pose a direct threat to the health, safety and well-being of themselves or others in the workplace when the threat cannot be eliminated by reasonable accommodation will not be hired.

Teachers First and the Muskegon Maritime Academy will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Muskegon Maritime Academy and Contact human resources (HR) with any questions or requests for accommodation.

All employees are required to comply with Teachers First's safety standards. Current employees who pose a direct threat to the health or safety of themselves or other individuals in the workplace will be placed on leave until an organizational decision has been made regarding the employee's immediate employment situation.

Individuals who are currently using illegal drugs are excluded from coverage under the Teachers First ADA policy. The HR department is responsible for implementing this policy, including the resolution of reasonable accommodation, safety/direct threat, and undue hardship issues.

C. Harassment Policy and Procedures

Midwest School Services Inc. and the worksite Muskegon Maritime Academy are committed to providing a work environment that is free from discrimination. Therefore, Teachers First maintains a strict policy prohibiting harassment in any form of verbal, physical, visual, sexual, racial, religious, or ethnic harassment. It is very important that all forms of harassment are reported.

Sexual, racial, religious, or ethnic harassment at Teachers First and the worksite Muskegon Maritime Academy is unlawful discrimination. This policy and the law prohibit sexual, racial, religious, or ethnic harassment and retaliation for having brought a complaint of or having opposed sexual, racial, religious, or ethnic harassment and/or for having participated in the complaint process.

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

- (a) Submission to such conduct or communication is made either explicitly or implicitly a term or condition of the individual's employment; or
- (b) Submission to or rejection of such conduct or communication by an individual is used as a basis for employment decisions affecting such individual; or
- (c) Such conduct or communication has the purpose or effect of unreasonably interfering with an individual's employment or creating an intimidating, hostile, or offensive work environment. Examples of unwelcome sexual, racial, religious, or ethnic harassment include, but are not limited to, threatening adverse employment actions if sexual, racial, religious, or ethnic favors are not given; promising special treatment in exchange for sexual, racial, religious, or ethnic favors; unwanted physical contact; and/or sexual, racial, religious, or ethnic offensive remarks, including the following kinds of behavior:

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

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

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

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

Teachers First and the worksite Muskegon Maritime Academy are responsible for managing a workplace free from sexual, racial, religious, or ethnic harassment, for discouraging employment related sexual, racial, religious, or ethnic harassment and for implementing and enforcing the policy. The responsibility is ongoing, whether complaints of sexual, racial, religious, or ethnic harassment have been brought to the attention of Teachers First

Any matters when an employee feels that she/he has been subjected to sexual, racial, religious, or ethnic harassment should be brought to the attention of the supervisor or Teachers First Liaison.

Teachers First will investigate all allegations promptly using the following procedures:

1. Interviewing the complainant when the complaint is first presented and when it is put into writing.
2. Interviewing all witnesses that the complainant identifies and putting it in writing.

3. Reviewing all documents and evidence submitted by the complainant.
4. Interview the alleged harasser and document interview.
5. Interviewing all witnesses identified by the alleged harasser and documenting their statements either by the witnesses writing their statements and signing them or some other mechanism acknowledged by the witness.
6. Interviewing all other potential witnesses who might have observed the conduct alleged or may possess knowledge about the investigation. All statements must be in writing, either by the witnesses themselves or by documenting their statements in writing to be signed or otherwise acknowledged by the witnesses.
7. Reviewing all documents or other evidence submitted by the alleged harasser.
8. Advising complainant and all witnesses of the confidentiality of the investigation.
9. Completing a written determination of the validity of the complaint.

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

Such action may include:

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

If Teachers First determines that a violation of this policy has not occurred, Teachers First will:

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

If after the investigation Teachers First determines that there is insufficient information from which to decide whether a policy violation has occurred, Teachers First will:

1. Inform the complainant and the alleged harasser of its finding that no determination has been made.
2. Advise the complainant and the alleged harasser that Teachers First is committed to enforcing this policy and will not tolerate sexual, racial, religious, or ethnic harassment or retaliation of any kind.
3. Advise all individuals involved there will be no retaliation for making a complaint.
4. Advise the complainant to provide additional information relating to any policy violations in the future.
5. Take appropriate measures to ensure that this policy, and Teachers First commitment to enforcing

this policy is communicated in the workplace, such as republication of the policy and in-house training to this policy.

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

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

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

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

Teachers First prohibit racial harassment or harassment based upon national origin.

Teachers First and the worksite Muskegon Maritime Academy shall not tolerate or condone any such behavior. Please report any such incidents of racial or ethnic harassment.

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

Once again, if you believe you have been harassed, in any way, by a co-worker, supervisor, agent, or client of Teachers First or the worksite Muskegon Maritime Academy, you should promptly report the facts of the incident and the names of the individuals involved to Teachers First HR Liaison who will promptly notify the President, CEO, and/or the Executive Director of Teachers First. An investigation of all claims will take place and appropriate corrective action will be taken.

If you have any questions concerning any type of harassment, please feel free to contact Human Resources at 248-313-2000.

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

D. Employment At-Will

Teachers First at the worksite Muskegon Maritime Academy employs on an at-will basis. At-will employment means that you may terminate your employment at any time. Likewise, Teachers First at its discretion can terminate the employment of an employee at its will for any reason or no reason, with or without cause, at any time, with or without advance notice or warning, and without any right of review outside Teachers First

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

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

Only an agreement in writing signed by the CEO of Teachers First and an employee expressly and specifically for the purpose of changing the at-will employment relationship can modify the at-will nature of employment. No other employee, manager, supervisor, client, officer, agent, or other representative has the authority to change at-will employment.

E. Employment Eligibility

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

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

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

Teachers First requires all employees to submit a copy of a valid social security card at the time of hire. If a valid social security card is not submitted within five (5) days of hire, the employee must order a new card and send proof of order to their Account Manager and submit a copy when they receive the card.

All individuals are required to submit documentation proving their identity and employment authorization. You will also be required to complete and sign, under oath, a Department of Homeland Security U.S. Citizenship and Immigration Services Form I-9, Employment Eligibility Verification. Form I-9 requires you to certify that you are authorized to work in the job for which you are hired and that the documents you submit, of your choosing from the Lists of Acceptable Documents Form I-9 (Rev 07.31.26) are genuine.

If you are authorized to work in this country for only a limited period, you will be required to submit proof of your continued employment authorization. To remain employed by Teachers First at the worksite of Muskegon Maritime Academy your documentation must be submitted prior to the expiration of that period. You must also sign another Form I-9.

F. Employment Requirements

All employment is contingent upon the verification of prior employment and education accomplishments as well as an acceptable comprehensive FBI background check and any other form of background investigation as may be required by Public Act 99 (1992); amended by Public Act 68 (1993).

Should it be necessary to employ a person prior to receipt of the above reports, such a person shall be employed on a conditional basis for up to thirty (30) days. Any information contained in said reports which do not meet Teachers First and the worksite Muskegon Maritime Academy standards will be grounds for dismissal.

Any misstatement of fact or omission material to qualifications or background shall be considered grounds

for discharge. In addition, special new hire policies may be necessary due to a particular job requirement. These policies are a condition of your employment.

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

Teachers First may hire family members of current employees or board members at the worksite Muskegon Maritime Academy; however, Teachers First for the worksite Muskegon Maritime Academy has adopted a policy that an employee may not be under the direct supervision of another family member.

G. Certification and Proof of Highly Qualified Status – Educational Staff

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

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

H. Disclosure Authorization

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

I. Your Personnel Records

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

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

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

J. Addressing Dispute Resolution

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

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

K. Breaks for Breastfeeding Mothers

An employee will be provided reasonable unpaid break time(s) to express breast milk for her nursing child during the first year of the child's life. The worksite Muskegon Maritime Academy on behalf of the employer Teachers First will provide a private room in which the employee may express breast milk.

The private room being defined as shielded from view, free from intrusion from coworkers and the public. Under the FLSA (Fair Labor Standards Act), a bathroom, even if private, is not a permissible location. The location provided must be functional as a space for expressing breast milk. Please notify your immediate supervisor of this need for accommodation and the break period(s) you will need as practicable.

SECTION II: COMPENSATION POLICIES

A. Categories of Employment

All employees are hired for an unspecified duration; these categories do not guarantee employment for any specific length of time. Employment is at the mutual consent of the employee and Teachers First at the worksite Muskegon Maritime Academy. Accordingly, either the employee or Teachers First can terminate the employment relationship at will.

At the time you are hired, all employees are classified as either “exempt” or “non-exempt”. By law employees in certain types of jobs are entitled to overtime pay for hours worked more than forty (40) hours per work week (seven-day period). These employees are referred to as “non-exempt” in this handbook. “Exempt” employees are not entitled to overtime pay for hours worked more than forty (40) hours per work week (seven-day period).

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

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

B. Work Schedule

The workweek begins each Monday and ends each Sunday. Work schedules at the worksite MUSKEGON MARITIME ACADEMY may require variations in each employee's starting and quitting times. Punctual and consistent attendance is a condition of employment.

C. Pay Scale

Our goal is to provide you with a fair and equitable pay scale for the job you perform. An increase in wages is at the discretion of management and the school's operating budget.

D. Payday

- Payday is bi-weekly. If payday falls on a scheduled day off, such as a holiday, payday will be the last working day before the scheduled payday. Teachers First does not provide any payroll advances or extend credit to employees.

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

- Dispute over rate of pay, hours worked, etc. – contact the Muskegon Maritime Academy HR Liaison immediately. **If you lose a paycheck, you must notify Teachers First immediately.** A stop payment will be issued, and a \$35.00 administrative fee will be imposed to cover processing costs. Another paycheck will be issued within 48 to 72 hours.

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

E. Overtime

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

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

F. Emergency Closings

At times, emergencies such as severe weather, fires, power failures, or earthquakes, can disrupt school operations. In extreme cases, these circumstances may require the closing of the school. If such an emergency occurs during nonworking hours, local radio and/or television stations/social media and mass media will be asked to broadcast notification of the closing two (2) hours prior to the start of the school/workday.

When the decision to close is made *AFTER* the workday has begun, employees will receive official notification from their immediate supervisor. In these situations, hourly employees will be paid for their regularly scheduled work hours. When the decision to close is made *BEFORE* the workday has begun, hourly employee's time off from regularly scheduled work will be unpaid. However, with supervisory approval, employees may use available paid time off (PTO).

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

G. Payroll Deductions

Teachers First is required to make proper deductions from your earnings on your behalf. Amounts withheld vary according to your earnings, your marital status, government employment

regulations, your tax elections, and other factors. These mandatory deductions are made until the maximum amount is reached. These deductions include federal and state income taxes, Social Security/Medicare, local income tax (where applicable), and wage garnishments.

TEACHERS FIRST may be required by law to recognize certain court orders, garnishments, liens, and wage assignments. Other deductions may be made from your paycheck, with your permission, including:

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

H. Resignation, Reduction of Staff, and Terminations

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

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

A financial reversal or economic slowdown at the worksite Muskegon Maritime Academy may make it necessary to reduce your paid working hours or even cause a layoff. In the laying-off and rehiring of personnel, the work performed by the said employee will be considered as an important factor. Wherever possible, employees will be given advance notice of impending layoffs. The employees and the staff recognize that Teachers First shall have the right to assign any employee to any available work and the employee will perform the work assigned.

The following are considered as terminations:

1. Voluntarily quitting.
2. Discharge for cause.
3. Absence for three (3) consecutive working days without your supervisor's permission and without proper daily notification.
4. Working for another employer during a leave of absence without the employer's written consent.
5. Failure to return to work immediately upon expiration of a leave of absence unless such failure is due to an injury or illness which makes it impossible for the employee to return.
6. Failure to report to work after layoff within three (3) working days after being notified by registered or certified letter at the employee's last known address as contained in the records of the employer.
7. Failure to report to work immediately after being released to work by a physician following a worker's comp injury or sick leave.

SECTION III: LEAVE OF ABSENCE POLICIES

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

A. Holidays

Holidays are observed at Muskegon Maritime Academy with leave from scheduled work time. Regular full-time and part-time employees are eligible for holiday time off with pay.

The following days are paid holidays:

New Year's Day	(January 1 st)
Martin Luther King Jr. Day	(third Monday in January)
Memorial Day	(last Monday in May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Thanksgiving Day	(fourth Thursday in November)
Friday after Thanksgiving	
Christmas Day	(December 25)

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

While an employee is absent from work due to work-sustained injury or paid leave, such an employee will be compensated for one (1) holiday following the injury or during the paid leave. Employees absent from work due to unpaid leave are not eligible for holiday pay.

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

B. Bereavement

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

C. Paid-Time-Off (PTO)

Time off can be used in only 4 or 8-hour increments.

10-Month Employees: shall receive ten (10) paid time off days per school year (September – June) prorated for a hire date beyond the first 30-days of the school year calendar.

12-Month Employees: shall have twelve (12) paid time off days per school year (July – June)

Unused PTO for Teachers and for Full-time Support Staff – you may carry over up to three (3) of those days to the next school year. Accumulated carry-over PTO days may not exceed five (5) days in any one current school year (September – August).

Unused Paid-Time-Off (PTO) time **will not** be paid at the time of termination.

D. Religious Accommodations Policy

Purpose

The Muskegon Maritime Academy will reasonably accommodate absences from work for employees to participate in religious observances and practices to the extent the absence does not create an undue hardship.

Absences for Religious Purposes

In addition to regular Muskegon Maritime Academy holidays, an employee may take time off to observe a special or religious holiday, if work schedules can be accommodated without undue hardship to business operations.

This policy applies to all Teachers First employees.

Procedures

Reasonable accommodations to religious observances and practices should be arranged with the employee's supervisor, who is encouraged to accommodate the employee's request to the extent that it is practicable. Employees are responsible for giving supervisors at least two weeks' notice of the proposed absence.

Employees may request this time as either paid time off (if available) or time off without pay. If a supervisor is unable to grant the employee the time off requested, the supervisor should discuss the employee's request with human resources (Teachers First) prior to denying the request. If both the supervisor and the human resources representative agree that the time off would create an undue hardship, the request will be denied, and alternative arrangements will be discussed with the employee.

E. Military Duty

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

F. Educational Leave

Full-time Professional Staff Employees are eligible to receive unpaid leave to pursue high levels of education. Eligible employees shall be granted a maximum of one-year unpaid Educational Leave. Employees returning from an educational leave would be eligible for employment at the beginning of the new school year. Teachers First Liaison must be notified by the employee of their intention to return at least sixty (60) days in advance of the beginning of the new school year. Employees must submit to Teachers First Liaison evidence of passing grades for the courses taken during the leave to be eligible to return to work. Employees must return to the worksite Muskegon Maritime Academy no later than the beginning of the school year following completion of the courses.

While Teachers First for the worksite Muskegon Maritime Academy will make every effort to return employee to their former position, it is recognized that the Teachers First shall have the right to

assign any employee to any available work and the employee will perform the work assigned.

G. Jury Duty

A regular, full-time employee who is called for and serves on jury duty shall be granted the necessary time off. Non-exempt (hourly) employees will be paid the difference between the employee's regular wage and the jury duty pay that the employee receives from the court for one day, excluding mileage and travel fees. Exempt employees will be paid as required by law. The employee must provide the payroll clerk with verification of any pay received from the court.

An employee who works the day shift and is excused from jury duty by noon is expected to return to work at the Muskegon Maritime Academy, although an employee's combined hours of work and jury duty should not exceed eight (8) hours for that day.

H. Paid Medical Leave Act (PMLA):

Paid medical leave is accrued at a rate of 1 hour for every 35 actual hours worked; however, an employer is not required to allow accrual of over 1 hour in a calendar week or more than 40 hours in a benefit year. A benefit year is any consecutive 12-month period used by an employer to calculate an eligible employee's benefits. Employees can carry over up to 40 hours of unused accrued paid medical leave from one benefit year to the next; however, employers are not required to allow employees to use more than 40 hours in a single benefit year. An employer may provide the total amount of paid medical leave all at once by providing at least 40 hours at the beginning of the benefit year or on the date that the individual becomes eligible during the benefit year on a prorated basis. If an employer adopts this practice, it does not permit employees to carry over unused leave to the next benefit year. (See section 3 of the Paid Medical Leave Act, 2018 Public Act 338).

Paid medical leave must be used in ½ day or full day increments. Employees must follow the employer's usual and customary notice, procedural, and documentation requirements for requesting leave. The employee must be allowed at least 3 days to provide documentation.

Employees may take paid medical leave for any of the following:

- Physical or mental illness, injury, or health condition of the employee or his or her family member.
- Medical diagnosis, care, or treatment of the employee or employee's family member.
- Preventative care of the employee or his or her family member.
- Closure of the employee's primary workplace by order of a public official due to a public health emergency.
- The care of his or her child whose school or place of care has been closed by order of a public official due to a public health emergency.
- The employee's or his or her family member's exposure to a communicable disease that would jeopardize the health of others as determined by health authorities or a health care provider for domestic violence and sexual assault situations, employees may use paid medical leave for any of the following:
 - Medical care or psychological or other counseling
 - Receiving services from a victim services organization

- Relocation and obtaining legal services
- Participation in civil or criminal proceedings related to or resulting from the domestic violence or sexual assault

I. Family and Medical Leave Act

Basic Leave Entitlement:

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

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

Military Family Leave Entitlements:

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

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

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

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

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

Teachers First may deny reinstatement to a salaried employee who is among the highest paid ten (10) percent of the employees employed by Teachers First if the denial is necessary to prevent

substantial and grievous economic injury to the operations of the employer.

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

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

J. Disability/Pregnancy Unpaid Leave Policy

Disability /Pregnancy Unpaid Leave Policy for Full-Time Employees Not Eligible under FMLA (within the first twelve months of employment beginning with the date of hire).

If a licensed medical physician certifies that an employee is unable to work, that employee may request a leave of absence for up to forty-two (42) calendar days. If the reason for leave is foreseeable, 30 days' notice is required. The request for leave must be substantiated by a licensed medical physician stating the nature of the disability and the anticipated date of return. A leave of absence requested for the purpose of pregnancy will be treated as disability leave. An employee should inform Teachers First of the need for leave as soon as the employee becomes aware that a leave will be necessary.

An employee on leave of absence will be expected to communicate with his or her supervisor throughout the duration of the leave regarding his or her condition. If the employee is unable to return on the date that the approved leave expires, the employee may apply for an extension. The request for the extension must be presented at least two (2) working days before the leave is to expire, and it must be accompanied by a certificate from a physician stating the reason for the extension and expected duration of the continued disability. An approved leave typically will not be permitted to extend beyond a total of fifty-six (56) calendar days. Employees who fail to or are unable to return on the approved return date will be considered to have voluntarily resigned.

Benefits will not continue to accumulate during the leave of absence. Employees on leave of absence are required to use all accumulated sick, personal or vacation time as part of the leave. Employees will not be paid for holidays or school break periods that occur while the employees are on leave. Holidays and school break periods occurring during the leave will not extend the leave duration. Employees should contact the Benefits Administrator for details regarding disability benefits availability and cost of insurance premiums as applicable during the leave. Employees should contact the Benefits Administrator for details regarding availability and cost of employee insurance premiums as applicable during the leave. Employees may not be employed by another employer while on leave of absence.

Employees absent for a week or more must present a medical release from a licensed health care provider before being permitted to return to work.

While every effort will be made to return you to the same position upon returning from your leave, it is not guaranteed. Please recognize that Teachers First shall have the right to assign any employee to any available work and the employee will perform the work assigned.

K. Adoption/Foster Care Unpaid Leave Policy

Adoption/Foster Care Unpaid Leave Policy for Full-Time Employees Not Eligible under FMLA within the first twelve months of employment beginning with the date of hire.

If a licensed professional with the Department of Social Services and/or a licensed Adoption Agency certifies placement with the employee of a son or daughter for adoption or foster care, that employee may request a leave of absence for up to twenty-eight (28) calendar days. The request for leave must be substantiated by a letter from the Department of Social Services and/or the Adoption Agency involved in the placement of the child. An employee should inform Teachers First of the need for leave as soon as the employee becomes aware that a leave will be necessary. If intermittent (part-time) use of the twenty-eight (28) calendar days of leave time for placement with the employee of a son or daughter for adoption or foster care is requested, it must conclude within fifty-six (56) days of the placement date.

An employee on leave of absence will be expected to communicate with his or her supervisor throughout the duration of the leave regarding his or her return.

Benefits will not continue to accumulate during the leave of absence. Employees on leave of absence are required to use all accumulated sick, personal or vacation time as part of the leave. Employees will not be paid for holidays or school break periods that occur while the employees are on leave. Holidays and school break periods occurring during the leave will not extend the leave duration. Employees should contact the Benefits Administrator for details regarding availability and cost of employee insurance premiums as applicable during the leave. Employees may not be employed by another employer while on leave of absence.

While every effort will be made to return you to the same position upon returning from your leave, it is not guaranteed. Please recognize that Teachers First shall have the right to assign any employee to any available work and the employee will perform the work assigned.

L. Crime Victim Leave:

An employee who is a **victim of a crime** or a **representative of a crime victim** is entitled to take time off from work to testify in or attend a judicial proceeding. Leave is unpaid; however, employees may use available PTO or Vacation time (if approved by supervisor).

A victim representative is:

- The guardian or custodian of a child of a deceased victim if the child is under 18 years of age.
- The parent, guardian, or custodian of a victim of an assaultive crime, if the victim is under 18 years of age; or
- A person designated to act in place of a victim of an assaultive crime while the victim is physically or emotionally disabled.

SECTION IV: BENEFIT PROGRAMS

A. Receiving Benefits

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

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

B. Group Coverage Options

1. **Group Medical Insurance** – Teachers First at the Muskegon Maritime Academy has available a group medical insurance plan for full-time eligible employees who have completed the established waiting period.
2. **Group Dental Insurance** – Teachers First at the Muskegon Maritime Academy has available group dental insurance plans for full-time eligible employees who have completed the established waiting period.
3. **Group Vision Insurance** – Teachers First at the Muskegon Maritime Academy has available group vision insurance plans for full-time eligible employees who have completed the established waiting period.

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

Benefit-eligible employees may participate in all employee benefits after the successful completion of the required thirty (30) day probationary period. Benefits will begin on the first day of the month following thirty (30) days of employment.

MUSKEGON MARITIME ACADEMY will contribute toward the cost of medical, dental and vision coverage for all eligible employees and their dependents. Employees electing any additional benefit coverage will be responsible for the cost of such benefits.

C. Social Security/Medicare

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

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

D. Unemployment Insurance

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

E. Miscellaneous Supplemental Benefits

1. **401(k) – Retirement Savings Plan** – *When available (See note below)*

Employees of Muskegon Maritime Academy may participate in the MidWest Management Group, Inc. 401(k) Retirement Savings Plan. This retirement savings plan allows you to save money for your retirement on a pre-tax basis. Under the plan, you choose the amount you want to save. The amount of your contribution will be deducted from gross earnings for tax calculations. Contributions are available through payroll deduction.

NOTE: Muskegon Maritime Academy may not yet be set up with 401(k) or there may be a blackout period in setting up from your prior provider to the new one. You will be notified once your account has been set up so you can begin participating.

2. **Flexible Spending Accounts** - Establishing a Flexible Spending Account with MidWest will enable you to redirect a portion of your salary through payroll deductions to be held on your behalf and used to reimburse you for certain medical and dependent care expenses. The amount of the payroll deduction you choose up to the allowable IRS calendar year limit is used to reduce your taxable income. No federal income tax, social security tax or state income tax will be withheld from the amount of your payroll deduction.
3. **Legal Shield - Legal and Identity Theft Services** - Afford employees the opportunity to receive counsel from an attorney without the burden of their high fees. Pay a small weekly premium and receive unlimited telephone consultations as well as many other services. The cost of Legal Shield premiums is the sole responsibility of the employee electing coverage. Identity Theft coverage is also available.
4. **AFLAC** - Offers a variety of supplemental benefits coverage to all full-time employees. The cost of any AFLAC insurance product is the sole responsibility of the employee electing coverage. Please contact Brian Graef at 734-476-1999 if you are interested in enrolling.
5. **Additional ancillary benefits** – please contact the Benefits Administrator at 248-313-2000 ext. 112 for information on Pet Insurance or additional life insurance availability.

SECTION V: EMPLOYEE CONDUCT

A. Teachers First Rules

You are expected to demonstrate common sense, good judgment, and ethical personal behavior. If your conduct comes into question, Teachers First at the worksite Muskegon Maritime Academy will make every effort to resolve the matter fairly. These rules are not intended to limit the proper rights of anyone – they are intended to **protect** the rights of everyone.

1. You are expected to be at your workplace and ready to work at the established starting time and are expected to remain at this position and perform your work assignments until your lunch break period or the end of your work shift.
2. You must be available for work as scheduled or requested, including overtime.
3. You are not to gather on Teachers First property to conduct personal business during working hours.
4. Protective equipment required by Teachers First at the worksite Muskegon Maritime Academy must be properly always utilized.
5. You will be responsible for all property of the worksite Muskegon Maritime Academy that has been placed in your custody.
6. All personal property confiscated by an employee from a student must be immediately turned over to the School Principal or HR Liaison.
7. You must report all injuries or accidents involving a student immediately, along with completing an "Incident Report."
8. You are expected to always behave in a professional and ethical manner.
9. You must perform all assigned duties and fulfill your responsibilities in accordance with the Muskegon Maritime Academy's standard of productivity and workmanship.

B. Teachers First Liability

1. **Personal Property** – Teachers First and the worksite Muskegon Maritime Academy are not responsible for loss or damage to your personal property. Personal items such as purses and all other valuables should not be left in areas where theft or damage might occur.
2. **Automobile Damages** – Teachers First and the worksite Muskegon Maritime Academy are not responsible for damage done to your car while on Teachers First or the worksite Muskegon Maritime Academy property or while carrying out Teachers First business.

C. Honesty

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

D. Tardiness and Absenteeism

Absenteeism and tardiness represent a serious loss to you and to Teachers First, and the worksite of Muskegon Maritime Academy. If you are absent from work scheduling becomes difficult and it imposes a hardship on your coworkers when others must cover your job. It is important that you be at work at your appointed time every day you are scheduled.

You must report to your supervisor at least one hour before the scheduled starting time of your day if you are going to be absent or late. Supervisors are required to report all employee tardiness

and absenteeism to the principal. Teachers must call between 5:00 am and 6:00 am each day they will not be at school. If you fail to report for work for 3 scheduled working days without proper notification, you may be considered to have voluntarily quit and your job terminated.

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

E. Prohibited Behavior

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

1. Bringing firearms or weapons (of any kind), intoxicating liquors, narcotic drugs, illegal drugs, or chemicals into the office or onto the premises of work.
2. Working while under the influence of alcohol, drugs, or intoxicants of any type.
3. Disrespectful behavior toward any supervisor, co-worker, student, or parent.
4. Physical confrontation with a supervisor, co-worker, student, or parent.
5. Falsifying information on ANY forms, reports, and/or records.
6. Falsely stating or making claims of injury.
7. Removing or using, without authority, property, records, or other materials of Teachers First and the worksite Muskegon Maritime Academy, or other persons.
8. Fighting, threatening, intimidating, or coercing any supervisor, co-worker, student, parent, or visitor.
9. Damaging or destroying Teachers First or the worksite Muskegon Maritime Academy property or wasting Teachers First materials.
10. Loitering or sleeping while on duty.
11. Refusing to follow a supervisor's directions or instructions and/or other insubordinate conduct.
12. Failure to comply with the established curriculum.
13. Violating safety or health rules or practices or engaging in conduct which creates a safety hazard.
14. Engaging in unlawful or improper conduct off the work premises or during non-working hours, which would have a negative effect on the employee's ability to work, other employees or supervisors, Teachers First or School worksite products, property, reputation, and goodwill in the community.
15. Engaging in conduct detrimental to Teachers First or School worksite 's reputation.
16. No transporting of students to or from any off-site school or non-school event without proper written consent and approval having been obtained from the Board or Superintendent of the School, and a written and fully signed consent by the Parent or Guardian of the Student(s).
17. Leaving your department or work before the end of the shift without prior authorization from your supervisor.
18. Using Teachers First or School facilities and time for personal business.
19. Knowingly admitting an unauthorized person or persons into any locked or restricted building or area of the school campus worksite.
20. Unauthorized possession or use of Teachers First, and the worksite Muskegon Maritime Academy keys.
21. Soliciting or accepting tips from visitors or other employees.
22. Failure to observe smoking rules.
23. Inappropriate dress or appearance. All employees are to present a clean, neat and

- professional appearance. Dress is to be business casual.
24. Sexual, racial, religious, ethnic, or other unlawful or unwelcome harassment.
 25. Excessive absenteeism or any absence, without notice
 26. Unauthorized use of the property, equipment, or facilities of Teachers First and the worksite Muskegon Maritime Academy. Unauthorized use of telephones for personal use during working hours.
 27. Failure to keep all locks kept locked after use, and to maintain all keys for equipment, buildings, or rooms in a safe place.
 28. Violation of any policy in this handbook.

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

F. Corporal Punishment

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

Corporal Punishment Prohibited

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

Reasonable Physical Force

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

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

An individual who uses corporal punishment or physical force against a pupil which is not

reasonably necessary may be disciplined by the school district board or public-school Muskegon Maritime Academy. In determining whether the person has used reasonably necessary physical force, “. . . deference is given to the reasonably good-faith judgments made by that person.”

Code of Student Conduct

The local or intermediate school district or public-school Muskegon Maritime Academy must develop and implement a code of student conduct and enforce its provisions regarding pupil misconduct in the classroom, elsewhere on school premises, on a school bus or other school-related vehicle, or at a school-sponsored activity or event whether it is held on school premises.

Alternatives to Corporal Punishment

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

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

G. Reporting Suspected Child Abuse/ Neglect

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

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

- Notify Protective Services
- Document all evidence of the suspected abuse and/or neglect.
- Notify the Principal and/or Superintendent Immediately.
- Notify Teachers First

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

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

H. Safe Schools Online Training Program

Each school year training courses will be disseminated to each staff member via email from the Safe Schools online training program. It is mandatory that you complete the training courses as assigned to you in the allotted time period. Completion of the courses as assigned is a condition of your employment with Teachers First at the worksite Muskegon Maritime Academy.

I. Telephone, Mail and Electronics

The use of business phones is limited to official Teachers First business. Friends and relatives should be discouraged from calling during working hours unless there is an emergency. Under no circumstances should you make or charge for a long-distance call unless it is work-related and

approved by your supervisor. Use of personal cell phones outside of your lunch and break periods is strictly prohibited.

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

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

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

J. Social Media Policy

As part of its effort to better serve and communicate, the worksite Muskegon Maritime Academy may create a presence on and utilize social media and social network sites (collectively referred to as "social media"), including but not limited to a School-sponsored blog, Facebook page and/or Twitter account. Some Teachers First staff at the school worksite Muskegon Maritime Academy may have the responsibility to or may be encouraged to contribute to the various School sponsored social media activities. However, staff members are prohibited from interacting with students on private or non-school sponsored sites or email accounts.

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

This Policy is intended to cover Teachers First staff at the school worksite Muskegon Maritime Academy communicating on behalf of Teachers First and the worksite Muskegon Maritime Academy using School sponsored social media and Teachers First staff at the school worksite Muskegon Maritime Academy communicating on their personal social media in which Teachers First and the school worksite Muskegon Maritime Academy or the employee's association with Teachers First and the school worksite Muskegon Maritime Academy is referenced.

a. Responsibilities of Employees Using School-Sponsored social media or Social Network Sites

These are the official guidelines for employee use of social media on behalf of Teachers First of the school worksite Muskegon Maritime Academy. The underlying policy is that employees who

post on behalf of the school worksite Muskegon Maritime Academy are to maintain the same professional conduct in the virtual world as they would in the real world. We expect all who participate in social media on behalf of Teachers First of the school worksite Muskegon Maritime Academy to adhere to and follow these guidelines:

- i. Follow all Teachers First for the worksite Muskegon Maritime Academy's policies included within this Handbook.
- ii. The school worksite Muskegon Maritime Academy social media sites are to educate and inform the public of School programs, services, and activities; therefore, an employee using School social media must:
 1. Only post accurate and truthful information regarding School programs, services and/or activities.
 2. Not post personal messages on the school worksite Muskegon Maritime Academy social media sites.
 3. Not post personal opinions on the school worksite Muskegon Maritime Academy social media sites.
- iii. Be mindful that you are representing Teachers First and the school worksite of Muskegon Maritime Academy. As a school representative, it is important that your posts convey a positive image of Teachers First and the school worksite Muskegon Maritime Academy; therefore, an employee using School social media must:
 1. Only post honest, informative, and respectful comments.
 2. Be respectful of all individuals. Do not post content that promotes, fosters, or perpetuates discrimination based on race, color, religion, national origin, citizenship, gender, age, height, weight, marital status, veteran status, genetic information, disability, or any other characteristic protected by applicable law.
 3. Not post material that is unlawful, abusive, defamatory, invasive of another's privacy or obscene to a reasonable person.
 4. Not post spam, off-topic, or offensive remarks.
 5. Not post classified, proprietary, or privileged School information.
 6. Exercise sound judgment and common sense and, if there is any doubt regarding whether something should be posted on School social media, do not post it.
- iv. Fully disclose your affiliation with Teachers First, and the school worksite Muskegon Maritime Academy. Teachers First for the worksite Muskegon Maritime Academy requires all employees who are communicating on behalf of Teachers First for the worksite Muskegon Maritime Academy to disclose their name and their affiliation. It is never acceptable to use aliases or otherwise

- v. deceive people.
Give credit where credit is due and do not violate others' rights; therefore, an employee using School social media must:
 1. Not claim authorship of something that is not yours.
 2. Make certain that another party is credited in your post if you are using their content and that they approve of you utilizing their content.
 3. Not use the copyrights, trademarks, publicity rights, or other rights of others without the necessary permissions of the rights holder(s).
- vi. Know that the Internet is permanent. Once information is published online, it is essentially part of a permanent record, even if you "remove/delete" it later or attempt to make it anonymous.

b. Responsibilities of Employees Using Personal social media or Social Network Sites

These are the official guidelines for employee use of personal social media, while not acting on behalf of Teachers First for the worksite Muskegon Maritime Academy. These guidelines apply to Teachers First staff at the school worksite Muskegon Maritime Academy who create or contribute to blogs, social networks, comment on online media stories or any other kind of social media.

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

- iv. Staff members are prohibited from interacting with students on private or non-school sponsored sites or email accounts.

If an employee's personal social media activities reference Teachers First of the worksite Muskegon Maritime Academy or the employee's association with Teachers First for the worksite Muskegon Maritime Academy, or state an opinion regarding any School activities, the employee must abide by the following guidelines:

- i. Make it clear you are speaking for yourself and not on behalf of Teachers First, or the school worksite of Muskegon Maritime Academy. Use of the following language is recommended: "The postings on this site are my own and do not necessarily represent Teachers First of the school worksite Muskegon Maritime Academy positions or opinions."
- ii. Fully disclose your affiliation with Teachers First, and the school worksite of Muskegon Maritime Academy.
- iii. Never represent yourself in a false or misleading way.
- iv. Post meaningful, respectful comments.
- v. Use common sense and common courtesy.
- vi. When disagreeing with others' opinions, be polite and respectful.

K. Appearance and Dress

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

Unless otherwise specified, items such as jogging suits, blue jeans, athletic shorts, halters, any clothing that reveals the midriff, spaghetti strapped or low-cut tops, spandex clothing of any type, hats, flip-flops, or athletic shoes are considered inappropriate dress at the Muskegon Maritime Academy.

Bus drivers must wear appropriate shoes while operating the bus; no high heeled shoes, slippers or flip flops. Physical Education teachers are permitted to wear athletic apparel, including athletic shoes while school is in session. Employees with physical conditions requiring the wearing of athletic shoes must provide a doctor's slip to validate that accommodation.

L. Smoking

Muskegon Maritime Academy is a non-smoking and non-vaping facility. Any Teachers First employee smoking on school grounds will result in disciplinary action up to and including termination.

M. Courtesy

Courtesy and your attitude toward the people you encounter while on the job will influence the image people have of the Muskegon Maritime Academy either positively or negatively. Develop an attitude of helpfulness toward students, parents, co-workers, and supervisors. Courtesy is the key to good human relations.

N. Confidentiality

Information given by a student, parent or visitor may be privileged. Such information is to be maintained with strict confidentiality. This may also be true for proprietary information within the Muskegon Maritime Academy.

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

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

O. Conflict of Interest

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

- Taking any additional job appointment or participation in any other activity that would interfere with your duties, responsibilities, and/or assignments at Muskegon Maritime Academy.
- Taking any additional job appointment or participation in any other activity that is in the same or related field as Muskegon Maritime Academy.

P. Personnel Assessment

A program of personnel assessment has been established. It is the purpose of the program to:

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

The personnel assessment program shall aim at the early identification of specific areas in which the individual staff member needs help so appropriate assistance may be provided. If a staff member, after receiving a reasonable degree of assistance, fails to perform his/her assigned responsibilities in a satisfactory manner, dismissal or non-renewal procedures may be invoked. The personnel assessment program does not alter the at-will nature of employment.

Q. Solicitations and Endorsements

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

1. Solicit on behalf of any organization or for any purpose during the solicitor's working time or during the working time of the employee being solicited. This includes fund raising and selling for personal profit.
2. Distribute written material on behalf of any organization or for any purpose at any time in working areas during working time. This includes, but is not limited to, religious and political materials.
3. Allow people not employed by Teachers First to solicit or distribute written material on behalf of any organization or for any purpose on Teachers First or Muskegon Maritime Academy premises unless prior approval is obtained from Teachers First
4. Allow people not employed by Teachers First into work areas unless authorized by Teachers First
5. Endorse or imply endorsement of a product or service in the name of Teachers First unless prior approval is obtained from Teachers First
6. Solicit or accept tips or gratuities for any related service in the course of your work duties.
7. Solicit or accept gifts of any kind from vendors, parents, co-workers, or students.

R. Travel

If you are traveling on Teachers First business, you must have authorization from your supervisor prior to making any travel arrangements. When using your personal vehicle on Teachers First for the worksite Muskegon Maritime Academy business, you must have a valid driver's license and carry adequate insurance. Teachers First may request that a motor vehicle record check be made to confirm that an employee's driver's license is valid, and their driving record is good.

Teachers First at the worksite Muskegon Maritime Academy is not responsible for damage to your car while on Teachers First business. Reimbursement for travel will be according to the mileage allowance schedule that can be given to you by your supervisor.

S. Credit Cards

If you are provided with a credit card, it must be used with discretion. It can be used to purchase only those items specifically designated by Muskegon Maritime Academy. The purchases are to be approved in advance by your supervisor, must clearly be for business purposes, and must be able to be proven (i.e.: receipt, signed purchase order). Any item purchased with Teachers First credit card for personal use may subject that person to immediate termination of employment.

T. Teachers First Property Policy

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

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

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

It should be noted this also includes any student records, instructional or evaluator information in your possession at the time of termination. Examples are grade books, passwords to student tracking software or passwords to employer or school worksite software access, all copies of

student progress, homework assignments, etc. must be turned into the school Administrator or on-site HR Liaison with all building access codes, swipe card or keys.

SECTION VI: DRUG FREE WORKPLACE POLICIES

A. General Information

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

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

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

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

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

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

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

B. Prohibited Use of Alcohol or Illegal Drugs

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

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

Teachers First property is defined as all facilities, land, buildings, and automobiles owned, leased, or used by Teachers First. Teachers First property may also include other work locations, or travel to and from those locations, while during or within the scope of employment.

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

C. Employee Drug Testing

The following are the types of drug testing which may be requested of an employee of Teachers First

1. **General Policies:** It is the responsibility of Teachers First to have all examinations performed by a medical facility which will collect, test, and retain the samples obtained from employees in such a way as to ensure the integrity, accuracy, and confidentiality of the testing process. All examinations will be performed with concern for the personal privacy of the employee. All test results will be treated with strict confidentiality on a "need to know" basis.
2. No substance screening will be conducted without the employee's written consent. An employee who refuses to submit to a substance screen or who refuses to sign a written consent may be subject to disciplinary action.
3. **Post Accident/Injury Testing:** Any employee who is injured or who claims to have been injured during employment may be subject to testing for illegal drug and alcohol use.
4. Additionally, any employee returning from work after a prolonged absence may first be required to take and pass a test for alcohol or illegal drug use. A positive substance screen demonstrating the use of alcohol or illegal drugs in violation of this policy may be grounds for disciplinary action.

5. **Pre-Assignment Testing:** Teachers First employees may be required to test for current illegal drug use as part of their pre-assignment requirements. Employees will be required to sign a release of test results to Teachers First
6. Refusal to sign a release or refusal to be tested may be grounds for disciplinary action. A positive substance screen demonstrating the current use of alcohol, or illegal drugs may also be grounds for disciplinary action.
7. **Reasonable Cause Testing:** If the Teachers First has reasonable cause to believe that an employee is using alcohol or an illegal drug in violation of this policy, the Teachers First will require that the employee participates in a medical evaluation by physician, or other qualified medical personnel approved by Teachers First
8. This examination includes, but is not limited to, a body fluid test (which may involve a urine drug screen), blood and plasma tests, and a test for breath or saliva. A positive substance screen demonstrating the current use of alcohol or illegal drugs in violation of this policy may be grounds for disciplinary action.

D. Substance Abuse Policy

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

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

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

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

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

E. Selling Illegal Drugs/Law Enforcement Cooperation

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

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

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

F. Refusal to Follow Procedures

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

G. Split Sample Testing

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

H. Existing Teachers First Policies

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

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

Note: Teachers First reserves the right to modify or eliminate this policy at any time in whole or in part at its discretion. Employees will be notified of substantial modifications to this policy. We therefore ask for your cooperation in making Teachers First at the Muskegon Maritime Academy, an alcohol and drug-free workplace.

SECTION VII: HEALTH AND SAFETY POLICIES

A. Accident Prevention and Safety

Safety is a vital concern for Teachers First at the Muskegon Maritime Academy. The ultimate responsibility for safety, however, lies with you. We need your help in promoting safety and the prevention of accidents.

Please observe the following common-sense rules:

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

NOTE: For all workplace injuries, employees with their supervisor are to call the On-call Nurse (844-322-4668) to report the injury and follow their instructions. You must call immediately, or as soon as you are able. If it is a serious injury, please call 911. For follow-up worker compensation information, or general information on the process, please call (248)313-2000 ext. 110.

B. Fire Prevention

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

In the case of a fire, you are to:

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

C. Emergency Evacuation Procedure

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

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

D. Lockdown and Shelter in Place

All TEACHERS FIRST staff at the worksite Muskegon Maritime Academy is expected to participate in Lockdown and Shelter in Place drills upon notification of a drill as may be required and conducted at the school worksite.

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

Immediate Actions –

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

Protective Measures –

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

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

Immediate Actions –

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

Protective Measures –

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

E. Hazardous Chemicals and Your Right to Know

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

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

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

F. COVID-19

The school worksite has implemented policies and protocols per the Governor's Executive Orders, MI-OSHA and the CDC guidelines for health and safety compliance.

Teachers First staff at the Muskegon Maritime Academy worksite are expected to familiarize themselves and comply with the Muskegon Maritime Academy's COVID-19 policies and protocols such as:

- COVID-19 control strategies.
- social distancing as required.
- complete all training as assigned.
- follow facility cleaning and disinfecting protocols per CDC and MI-OSHA guidelines.
- comply with point of entry protocol for staff, students, and all entrants to the buildings.

This list is not all inclusive and may be updated from time to time. If you are in question about how to handle a particular situation contact your immediate supervisor.

If you need leave due to COVID-19, please contact the MidWest Account Manager at 248-313-2000 ext. 131 and request a COVID-19 Leave Form.

EMPLOYEE NOTES