



Employee Policy Handbook

ABOUT THIS HANDBOOK/DISCLAIMER

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

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

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

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

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

This handbook supersedes all prior handbooks.

CONTACT US

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

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Section 1 – Governing Principles of Employment

1-1 Introduction

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

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

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

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

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



1-2 Equal Employment Opportunity

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

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

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

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

1-3 Non-Harassment

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

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



retaliatory conduct, will result in disciplinary action, up to and including discharge. All employees must cooperate with all investigations.

1-4 Sexual Harassment

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

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

1-5 Drug-Free and Alcohol-Free Workplace

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

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



an employee is subject to any drug testing requirement, to the extent permitted by and in accordance with applicable law.

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

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

1-6 Violence Prevention

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

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

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

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



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

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

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

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

1-7 Immigration Law Compliance

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

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

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

1-8 Non-Disclosure/Confidentiality

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

Under FERPA (Family Educational Rights and Privacy Act) each student's records will be kept in a confidential file. The information in a student's record will be available for review only by the parents or legal guardian of the student, adult student (eighteen years of age or older), and those authorized by federal and state law and



educational institution regulations. The school secretary or registrar is the Custodian of Records and is responsible for the supervision of student records at the school.

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

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

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

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

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

Section 2 – Operational Policies

2-1 Employee Classifications

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

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

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

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



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

In addition to the above classifications, employees are categorized as either "**exempt**" or "**non-exempt**" for purposes of federal and state wage and hour laws. Employees classified as non-exempt can receive overtime pay and they are paid for the hours they work. If an employee is going to be "exempt" they will be notified of this upon hire, otherwise, employees are considered "non-exempt."

2-2 Your Employment Records

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

2-3 Your Paycheck

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

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

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

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

Section 3 – Benefits

3-1 Benefits Overview

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

Medical Minimum Essential Coverage (MEC) Plan: EDUStaff offers a basic "MEC" plan for all employees. This plan meets the requirement for carrying coverage mandated by the Affordable Care Act. It is a preventative only



plan. Please visit the EDUStaff website and view this information and eligibility requirements under the “Benefits Tab” on your Access account.

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

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

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

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

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

3-2 Workers' Compensation

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

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

3-3 Compensation

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

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



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

EDUStaff works closely with the educational institutions to post compensation rates on our website, although from time to time the educational institutions may provide certain enhanced pay rates and bonus structures for individuals or employee types on an as needed basis to help enhance fill rates and “exceptionalism in the classroom.”

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

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

3-4 Unemployment

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

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



Section 4 – Leaves of Absence

4-1 Military Leave

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

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

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

4-2 Family and Medical Leave (FMLA)

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

- I. Eligibility:** FMLA leave is available to "eligible employees." To be an "eligible employee," an employee must:
- have been employed by the Company for at least 12 months (which need not be consecutive)
 - have been employed by the Company for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave
 - be employed at a worksite where 50 or more employees are located within 75 miles of the worksite
- II. Entitlements:** As described below, the FMLA provides eligible employees with a right to leave, retain health insurance benefits, and, with some limited exceptions, job restoration.

- A. Basic FMLA Leave Entitlement:** The FMLA provides eligible employees up to 12 workweeks of unpaid leave for certain family and medical reasons during a 12-month period. The 12-month period is determined based on a rolling 12-month period measured backward from the date an employee uses his/her FMLA leave. Leave may be taken for any one, or for a combination, of the following reasons:
1. To care for the employee's child after birth or placement for adoption or foster care
 2. To care for the employee's spouse, son, daughter, or parent (but not in-law) who has a **serious health condition**
 3. For the employee's own serious health condition (including any period of incapacity due to pregnancy, prenatal medical care, or childbirth) that makes the employee unable to perform one or more of the essential functions of the employee's job



4. Because of any **qualifying exigency** arising out of the fact that an employee's spouse, son, daughter, or parent is a military member on covered active duty or called to covered active duty status (or has been notified of an impending call or order to covered active duty) in the Reserves component of the Armed Forces for deployment to a foreign country in support of contingency operation or Regular Armed Forces for deployment to a foreign country.

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

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

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

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

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

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



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

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

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

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

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

III. Employee FMLA Leave Obligations

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

1. Content of Employee Notice: To trigger FMLA leave protections, employees must inform their Supervisor and/or Human Resources of the need for FMLA-qualifying leave and the anticipated timing and duration of the leave, if known. Employees may do this by either requesting FMLA leave specifically, or explaining the reasons for leave so as to allow the Company to determine that the leave is FMLA-qualifying. For example, employees might explain that:

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



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

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

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

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

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

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

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



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

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

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

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

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

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

D. Submit Certifications Supporting Need for Military Family Leave: Upon request, the first time employees seek leave due to qualifying exigencies arising out of the covered active duty or call to covered active duty status of a military member, the Company may require employees to provide: 1) a copy of the military



member's active duty orders or other documentation issued by the military indicating the military member is on covered active duty or call to covered active duty status and the dates of the military member's covered active duty service; and 2) a certification from the employee setting forth information concerning the nature of the qualifying exigency for which leave is requested. Employees shall provide a copy of new active duty orders or other documentation issued by the military for leaves arising out of qualifying exigencies arising out of a different covered active duty or call to covered active duty status of the same or a different military member.

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

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

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

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

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

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

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

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

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



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

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

V. Coordination of FMLA Leave with Other Leave Policies: The FMLA does not affect any federal, state or local law prohibiting discrimination, or supersede any State or local law that provides greater family or medical leave rights. For additional information concerning leave entitlements and obligations that might arise when FMLA leave is either not available or exhausted, please consult the Company's other leave policies in this handbook or contact Human Resources.

Section 5 – General Standards of Conduct

5-1 Standards of Conduct

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

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

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

1. Obtaining employment on the basis of false or misleading information.
2. Stealing, removing, or defacing any educational institutions, EDUStaff's, or other staff/student's property.
3. Disclosing any confidential information of an educational institution, a student/staff, or EDUStaff, LLC.
4. Completing another employee's time records or falsifying your own.
5. Violation of safety rules or policies.
6. Violation of drug or alcohol policies.
7. Fighting, threatening, or disrupting the work of others or other violations of violence policies.
8. Failure to follow lawful instructions of an educational institution.
9. Failure to perform accepted job duties.



10. Violation of punctuality or attendance policies, including but not limited to irregular attendance, habitual lateness, late/frequent cancellations, and unexcused (no call/no show) absences.
11. Gambling on any educational institution/Company property.
12. Willful or careless destruction, misuse, or damage to educational institution/Company assets or to the equipment/possessions of another individual.
13. Wasting work materials or using for personal use.
14. Performing work of a personal nature during working time.
15. Violation of solicitation or distribution policies.
16. Violation of harassment or equal employment opportunity policies.
17. Violation of communication or computer systems policies.
18. Unsatisfactory job performance.
19. Bringing firearms, weapons, or any other hazardous or dangerous devices onto educational institution/Company property or possessing same while engaged in educational institution/Company business.
20. Sharing personal opinions in any manner which can be construed as offensive, influencing, persuasive, or unsolicited.
21. Violation of conflict of interest policies
22. Any other violation of educational institution/Company policies.

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

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

5-2 Punctuality and Attendance

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

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

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



5-3 Computer/Internet Acceptable Use

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

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

5-4 Use of Social Media

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

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

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

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

It is strictly prohibited to use profanity, crude humor, or disparaging remarks that reasonably could be viewed as malicious, obscene, threatening, or intimidating (such as posts which include discriminatory remarks/content, harassment, threats of violence, or similar inappropriate or unlawful conduct) on the Internet.

Also, when using social media/networking platforms, it is strictly prohibited to befriend, follow, message, or otherwise connect with or contact students.



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

5-5 Personal Phone and Computer Use

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

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

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

5-6 Inspections

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

5-7 Tobacco Use

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

“Using” a tobacco product means:

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

5-8 Solicitation and Distribution

EDUStaff prohibits the solicitation, distribution, and posting of materials on or at an educational institution, except as may be permitted by this policy. The sole exception to this policy is charitable and community activities supported by the educational institution. Distribution of literature of any kind on the educational institution’s



premises is prohibited at any time. Employees may not solicit other individuals (including educational institution staff or students) during work times.

5-9 Confidential Information

EDUStaff may collect your social security number (SSN), or other personal information, as a part of the pre-application process. If more than four digits of an EDUStaff employee's SSN is displayed, it must be kept out of public display. Any account number that is created cannot contain more than four sequential digits of a SSN. EDUStaff employees shall not store any SSN on any unsecure electronic device(s). Disposal of any material containing more than four digits of a SSN will be shredded in compliance with state and federal laws.

5-10 Conflict of Interest

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

5-11 Educational Institution Property

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

5-12 Health and Safety

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

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

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



- If driving on Company business or for an accepted assignment, wear your seatbelt and observe all rules of the road. Observe parking and traffic regulations. Do not talk on the phone, text message, or engage in similar distracting conduct while driving on the job.

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

- School Bus Driver Safety:
 - Come to work rested and early enough to complete your duties without rushing.
 - Wear your seatbelt and observe all rules of the road.
 - Observe parking and traffic regulations.
 - While driving, do not talk on the phone, text message, or engage in similar distracting conduct.
- Injury Protection:
 - Shoes should cover the entire foot and be secured firmly to avoid slip and fall or injury.
 - Seat adjustment: adjust seat to reduce back and neck strain and fatigue. A properly adjusted seat can help protect you in an emergency situation.
 - Keep the interior of the bus free of dirt and debris, paying close attention to steps and aisles.
 - Don't run or skip steps.
- Management:
 - Count your students as they enter the bus: when students get off the bus, make visual contact with each student that has exited the bus.
 - Take a walk through: if a student is discovered, immediately report to the transportation supervisor the student's name and when you will be returning the student to his/her stop.
 - Never leave students unattended.
 - Post trip inspection: walk all the way to the back of the bus checking for items left behind or students who missed their bus stop.

5-13 Dress and Personal Appearance

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

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

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

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



5-14 Publicity/Statements to the Media

All media inquiries regarding the position of the Company as to any issues must be referred to the President of EDUStaff, LLC. Only the President of EDUStaff, LLC is authorized to make or approve public statements on behalf of the Company. No employees, unless specifically designated by the President of EDUStaff, LLC, are authorized to make those statements on behalf of Company. Any employee wishing to write and/or publish an article, paper, or other publication on behalf of the Company must first obtain approval from the President of EDUStaff, LLC.

5-15 References

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

5-16 Professionalism

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

5-17 Coaches' Code of Conduct

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

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

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

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

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



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

Failure to follow this policy constitutes immediate grounds for termination and forfeiture of the coaching position. Any questions concerning this policy should be directed to EDUStaff's Human Resources Department.

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

5-18 Employee Performance Feedback

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

5-19 If You Must Leave Us

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

Section 6 – Employment

6-1 Reasonable Assurance

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

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



6-2 Applicant Workshop

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

6-3 Certification/License Updates

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

6-4 Global Compliance Network (GCN) Training

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

6-5 Approval Process

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

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

6-6 Work Requirements

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



6-7 Substitute Teacher Positions

Work Schedule and Availability: While each employee may have varying motivations and actual availability to work as a substitute teacher, EDUStaff expects our employees to be available and work at least an average of three (3) days per week. If an employee cannot attain an average of three (3) days per week of availability, the employee must contact EDUStaff for a documented exception. Otherwise, for days that an employee is not able to work, it is expected that the employee enter all their non-work days in the automated dispatch system.

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

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

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

6-8 Educational Requirements

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

6-9 Substitute Teacher Permits

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

6-10 Employee Reference Check

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

6-11 Criminal History Background Check

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

General Handbook Acknowledgment

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

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

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

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

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



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

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



Addendum – Indiana Employees

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

Family Military Leave – Indiana

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

Leave may be taken during any of the following periods:

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

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

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

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

Educational Requirements – Indiana

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

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

Substitute Teacher Permits – Indiana

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



Substitute Permit Requirements – Individuals applying for substitute permits must:

1. Hold a high school diploma
2. Be 18 years of age or older
3. Meet the requirements set forth by the screening process of each school corporation. (Applicants: Please contact the school corporation you are interested in for more information).

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

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

Employee Reference Check – Indiana

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

Criminal History Background Check – Indiana

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

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

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

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



- (19) Dealing in a synthetic drug or synthetic drug lookalike substance (IC 35-48-4-10.5, or IC 35-48-4-10(b) before its amendment in 2013).
- (20) Possession of child pornography (IC 35-42-4-4(c)).
- (21) Homicide (IC 35-42-1).
- (22) Voluntary manslaughter (IC 35-42-1-3).
- (23) Reckless homicide (IC 35-42-1-5).
- (24) Battery as any of the following:
 - (A) A Class A felony (for a crime committed before July 1, 2014) or a Level 2 felony (for a crime committed after June30, 2014).
 - (B) A Class B felony (for a crime committed before July 1, 2014) or a Level 3 felony (for a crime committed after June 30, 2014).
 - (C) A Class C felony (for a crime committed before July 1, 2014) or a Level 5 felony (for a crime committed after June30, 2014).
- (25) Aggravated battery (IC 35-42-2-1.5).
- (26) Robbery (IC 35-42-5-1).
- (27) Carjacking (IC 35-42-5-2) (before its repeal).
- (28) Arson as a Class A felony or Class B felony (for a crime committed before July 1, 2014) or as a Level 2, Level 3, or Level 4 felony (for a crime committed after June 30, 2014) (IC35-43-1-1(a)).
- (29) Burglary as a Class A felony or Class B felony (for a crime committed before July 1, 2014) or as a Level 1, Level 2, Level3, or Level 4 felony (for a crime committed after June 30, 2014) (IC 35-43-2-1).
- (30) Attempt under IC 35-41-5-1 to commit an offense listed in this subsection.
- (31) Conspiracy under IC 35-41-5-2 to commit an offense listed in this subsection.



Addendum – Michigan Employees

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

Educational Requirements – Michigan

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

- Official undergraduate transcript(s) from accredited colleges/universities showing 90+ semester credit hours and a minimum 2.0 GPA
- The following may be submitted in lieu of the official undergraduate transcript:
 - Current Michigan Teaching Certificate: **MUST** be a notarized copy
 - Expired Michigan Teaching Certificate: **MUST** be a notarized copy

We will accept an out-of-state teaching certificate/license **accompanied** by official undergraduate transcript(s) from accredited colleges/universities showing 90+ semester credit hours and a minimum 2.0 GPA.

Note: Michigan's minimum educational requirement is 90 semester credit hours; however, certain educational institutions may have higher minimum educational requirements which can be found at www.EDUStaff.org.

Substitute Teacher Permits – Michigan

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

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

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

Employee Reference Check – Michigan

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

- disclose to EDUStaff any unprofessional conduct



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

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

Criminal History Background Check – Michigan

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

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

Note: *EDUStaff does not have access to fingerprint results and each educational institution reserves the right to grant approval or denial of your fingerprints as they see fit. Also, the educational institutions reserve the right to deny fingerprint transfers. If this happens, employees will have to be re-fingerprinted at their own cost.*

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

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

(a) Any Felony

(b) The following misdemeanors:

- (1) Criminal sexual conduct in the fourth degree or an attempt to commit criminal sexual conduct in the fourth degree.
- (2) Child abuse in the fourth degree or an attempt to commit child abuse in the third or fourth degree.
- (3) A misdemeanor involving cruelty, torture, or indecent exposure involving a child.
- (4) Delivery or distribution of marijuana to minors or students near a school property. (MCL 333.7410)
- (5) Breaking and entering, or entering, without breaking, without permission. (MCL 750.115)
- (6) Consumption or possession of alcohol or controlled substances by a minor at a social gathering. (MCL 750.141a)
- (7) Removal or damage to any property belonging to, connected with, or used in construction of vacant building or structure. (MCL 750.359)



- (8) Assault and assault and battery including domestic assault. (MCL 750.81)
 - (9) Assault and infliction of serious injury. (MCL 750.81a)
 - (10) Internet crime against a minor. (MCL 750.145d)
 - (11) Indecent exposure. (MCL 750.335a)
 - (12) Prohibited sale of liquor to minors. (MCL 436.1701)
- (c) Misdemeanor that is a “Listed Offense” under MCL 28.722:
- (1) Any violation of a substantially similar law of another State, a political subdivision of this State or another State, or the United States. (MCL 28.722)
 - (2) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes. (MCL 750.145a)
 - (3) Accosting, enticing or soliciting a child (less than 16 years of age) for immoral purposes – second or subsequent offenses. (MCL 750.145b)
 - (4) Involvement in child sexually abusive activity or material, including possession of child sexually abusive material (“child” is a person less than 18 years of age who has not been legally emancipated). (MCL 750.145c)
 - (5) Crime against nature (i.e. sodomy and bestiality) if the victim is an individual less than 18 years of age. (MCL 750.158)
 - (6) Violation of MCL 750.335a (2) (b), if the individual was previously convicted of violation under MCL 750.335a (indecent exposure).
 - (7) A third or subsequent violation of any combination of the following:
 - (a) Indecent or obscene conduct in a public place. (MCL 750.167 (1) (f))
 - (b) Indecent exposure. (MCL 750.335a (2) (a))
 - (c) A local ordinance of a municipality substantially corresponding to a section described in (a) or (b), supra.
 - (8) Except for juvenile disposition/adjudication, a violation of:
 - (a) Gross indecency between males: fellatio or masturbation. (MCL 750.338)
 - (b) Gross indecency between females: oral sex. (MCL 750.338a)
 - (c) Gross indecency between male and female persons if the victim is an individual less than 18 years of age.
 - (9) Kidnapping, if victim is an individual less than 18 years of age. (MCL 750-349)
 - (10) Kidnapping child under 14 years of age with intent to detain or conceal from child’s parent or legal guardian. (MCL 750.350)
 - (11) Soliciting or accosting by a person 16 years of age or older, if victim is an individual less than 18 years of age. (MCL 750.448)
 - (12) Pandering. (MCL 750.455)
 - (13) First degree criminal sexual conduct. (MCL 750.520b)
 - (14) Second degree criminal sexual conduct. (MCL 750.520c)
 - (15) Third degree criminal sexual conduct. (MCL 750-520d)
 - (16) Fourth degree criminal sexual conduct. (MCL 750.520e)
 - (17) Assault with intent to commit criminal sexual conduct. (MCL 750.520g)
 - (18) Other violations of law of the State or local ordinance of a municipality that, by its nature, constitutes a sexual offense against an individual who is less than 18 years of age.
 - (19) Offense by sexually delinquent person (i.e. “any person whose sexual behavior is characterized by repetitive or compulsive acts which indicate a disregard of consequences or the recognized rights of others or by the use of force upon another person attempting sexual relations of either a heterosexual



or homosexual nature, or by the commission of sexual aggressions against children under the age of 16.”). (MCL 750.10a)

(20) An attempt or conspiracy to commit an offense described above.

(21) An offense substantially similar to an offense described above under a law of the United States, any State, or any country, or any tribal or military law.

