



Human Resources Department

Policy and Procedure Manual  
February 1, 2014

© Brehm Preparatory School, Inc.  
950 S. Brehm Lane  
Carbondale, IL. 62901  
Phone 618.457.0371 • Fax 618.529.1248

THIS PAGE INTENTIONALLY LEFT BLANK

## Table of Contents

|  |           |
|--|-----------|
| <b>INTRODUCTION .....</b>  | <b>8</b>  |
| <b>Mission Statement .....</b>   | <b>9</b>  |
| <b>Purpose and Use of Manual .....</b>                                     | <b>9</b>  |
| <b>Definitions.....</b>  | <b>10</b> |
| <b>School Confidentiality Clause .....</b>                                 | <b>10</b> |
| <b>Student Confidentiality.....</b>  | <b>10</b> |
| <b>Employee Code of Conduct .....</b>                                      | <b>11</b> |
| <b>Guiding Principles .....</b>  | <b>11</b> |
| <b>Implementation and Oversight of This Code.....</b>                      | <b>12</b> |
| <b>Employee Responsibility.....</b>  | <b>13</b> |
| <b>Employee Behavior (Professionalism).....</b>                            | <b>13</b> |
| <b>Violation of Code of Conduct.....</b>                                   | <b>13</b> |
| <b>Reporting Allegation.....</b>   | <b>13</b> |
| <b>Related Obligations (Professional Associations).....</b>                | <b>14</b> |
| <b>Management Responsibility .....</b>                                     | <b>14</b> |
| <b>Harassment.....</b>   | <b>15</b> |
| <b>Alcohol and Drug Use .....</b>  | <b>15</b> |
| <b>Use of Brehm Property and Assets .....</b>                              | <b>16</b> |
| <b>Security of Brehm Information .....</b>                                 | <b>17</b> |
| <b>Protection of Information.....</b>                                      | <b>17</b> |
| <b>Media and Public Relations.....</b>                                     | <b>18</b> |
| <b>Conflict of Interest.....</b>   | <b>18</b> |
| <b>Gifts and Entertainment .....</b>                                       | <b>19</b> |
| <b>Political and Community Activity.....</b>                               | <b>19</b> |
| <b>Employee Outside Business Activity .....</b>                            | <b>20</b> |
| <b>Family/Personal Relationships (Nepotism).....</b>                       | <b>20</b> |
| <b>Fraud/Theft.....</b>  | <b>21</b> |
| <b>Driving.....</b>  | <b>22</b> |
| <b>Driving Through Pedestrian Crosswalks:.....</b>                         | <b>22</b> |
| <b>Text Messaging Ban: .....</b>   | <b>22</b> |
| <b>No Cell Phone Use by Vehicle Drivers:.....</b>                          | <b>22</b> |
| <b>Following the Rules of the Road (Driving Posted Speed Limit): .....</b> | <b>22</b> |
| <b>EMPLOYMENT .....</b>  | <b>23</b> |
| <b>At Will Employment.....</b>   | <b>24</b> |

|   |           |
|---|-----------|
| <b>Equal Employment Opportunity.....</b>                      | <b>24</b> |
| <b>Immigration Reform and Control Act .....</b>               | <b>25</b> |
| <b>American’s with Disabilities Act.....</b>                  | <b>25</b> |
| <b>Employment Status and Employee Classification.....</b>     | <b>26</b> |
| Exempt Employees .....  | 26        |
| Non-Exempt Employees.....                                     | 26        |
| Employee Classification.....                                  | 27        |
| <b>Employment Status .....</b>                                | <b>27</b> |
| <b>Employment Category.....</b>                               | <b>28</b> |
| <b>Recruitment, Interviews and Selection Procedures .....</b> | <b>29</b> |
| Procedural Steps for Employment.....                          | 29        |
| Employment of Relatives .....                                 | 30        |
| Employee Orientation & Probation .....                        | 31        |
| <b>Drug-Free Workplace.....</b>                               | <b>32</b> |
| <b>Prohibited Behavior .....</b>                              | <b>32</b> |
| <b>Notification of Arrest/Convictions .....</b>               | <b>33</b> |
| <b>Drug/Alcohol Testing.....</b>                              | <b>33</b> |
| Consequences of Violating Drug Policy .....                   | 33        |
| <b>Return-to-Work Agreements.....</b>                         | <b>33</b> |
| <b>Smoking .....</b>  | <b>33</b> |
| <b>Harassment – Personal &amp; Sexual.....</b>                | <b>34</b> |
| <b>Bullying Prevention Policy .....</b>                       | <b>35</b> |
| Factors for Determining Consequences.....                     | 36        |
| Factors for Determining Remedial Measures .....               | 37        |
| <b>Sexual Misconduct Policy.....</b>                          | <b>38</b> |
| Definitions.....  | 39        |
| <b>Disciplinary Procedures For Sexual Assault .....</b>       | <b>40</b> |
| <b>Consensual Relationships.....</b>                          | <b>40</b> |
| General.....  | 40        |
| Relationships with Students .....                             | 40        |
| Discipline.....   | 41        |
| Reporting Procedures.....                                     | 41        |
| <b>Protection for complaints against retaliation .....</b>    | <b>42</b> |
| False Charges.....  | 42        |
| Whistle Blower Policy .....                                   | 43        |
| <b>Volunteer Service by Staff Members .....</b>               | <b>44</b> |

|   |           |
|---|-----------|
| <b>Dress Code.....</b>                              | <b>44</b> |
| <b>Political activity – Non-solicitation.....</b>   | <b>45</b> |
| <b>Political Activities by Brehm Employees.....</b> | <b>45</b> |
| <b>Progressive Employee Discipline.....</b>         | <b>45</b> |
| Definitions.....                                    | 47        |
| Coaching Session.....                               | 47        |
| Level 1 Corrective Action .....                     | 47        |
| Level 2 Corrective Actions .....                    | 47        |
| Probation/Suspension .....                          | 47        |
| Issues Resulting in Corrective Action .....         | 48        |
| <b>Corrective Action Procedures .....</b>           | <b>49</b> |
| <b>Termination Procedures.....</b>                  | <b>50</b> |
| <b>Employee Grievance/Appeals .....</b>             | <b>51</b> |
| <b>Civil Unions.....</b>                            | <b>52</b> |
| Afforded Benefits.....                              | 52        |
| Excluded Benefits .....                             | 52        |
| Eligibility .....                                   | 52        |
| <b>Same Sex Marriage .....</b>                      | <b>53</b> |
| <b>COMPENSATION &amp; EMPLOYEE BENEFITS.....</b>    | <b>54</b> |
| <b>Employee Pay Practices.....</b>                  | <b>55</b> |
| Workweek.....                                       | 55        |
| Exempt Employees .....                              | 55        |
| “Comp Time”.....                                    | 55        |
| Attendance .....                                    | 55        |
| <b>Overtime .....</b>                               | <b>56</b> |
| <b>Work Breaks.....</b>                             | <b>56</b> |
| <b>Paychecks.....</b>                               | <b>56</b> |
| <b>Timecards .....</b>                              | <b>57</b> |
| <b>Lost Paychecks.....</b>                          | <b>57</b> |
| <b>Holidays .....</b>                               | <b>58</b> |
| Administrative Business Offices.....                | 59        |
| Administrative – Academic & Residence Life.....     | 59        |
| Faculty/Staff.....                                  | 59        |
| Residential Life.....                               | 60        |
| <b>School Inclement Weather Closure .....</b>       | <b>60</b> |
| <b>Vacation .....</b>                               | <b>60</b> |
| Administrative Business .....                       | 61        |

|   |           |
|---|-----------|
| Administrative – Academic & Residence Life.....       | 61        |
| Faculty/Staff & Residence Life .....                  | 61        |
| <b>Personal Days .....</b>                            | <b>61</b> |
| <b>Sick Leave .....</b>                               | <b>62</b> |
| Sick Leave “Buy Back” .....                           | 63        |
| <b>Family Medical Leave Act.....</b>                  | <b>64</b> |
| Eligibility .....                                     | 64        |
| Benefits .....  | 67        |
| Return to Work.....                                   | 68        |
| <b>Sick Leave Donation Policy.....</b>                | <b>68</b> |
| <b>Bereavement Pay.....</b>                           | <b>69</b> |
| <b>Jury &amp; Witness Duty.....</b>                   | <b>69</b> |
| <b>Salary Administration Policy.....</b>              | <b>70</b> |
| Base Wages .....                                      | 70        |
| Wages for new positions .....                         | 71        |
| Request of Salary Increase .....                      | 71        |
| <b>Employee Evaluations.....</b>                      | <b>71</b> |
| <b>Transfers &amp; Promotions.....</b>                | <b>72</b> |
| <b>Severance Pay .....</b>                            | <b>73</b> |
| <b>Educational Assistance .....</b>                   | <b>73</b> |
| <b>Short-Term Leave .....</b>                         | <b>74</b> |
| <b>Voluntary Resignation .....</b>                    | <b>74</b> |
| <b>Involuntarily Termination .....</b>                | <b>74</b> |
| <b>Employee Termination Pay Practices.....</b>        | <b>75</b> |
| <b>Reduction in Force .....</b>                       | <b>75</b> |
| <b>Workers Compensation.....</b>                      | <b>75</b> |
| <b>Employee Relocation Assistance .....</b>           | <b>76</b> |
| <b>OPERATIONS .....</b>                               | <b>77</b> |
| <b>Safety .....</b>                                   | <b>78</b> |
| <b>Occupational Safety and Health Act (OSHA).....</b> | <b>78</b> |
| Crisis Management Policies.....                       | 79        |
| <b>Crisis Response Teams .....</b>                    | <b>81</b> |
| Lock-Down Procedures.....                             | 81        |
| Evacuation Procedures.....                            | 81        |
| Sheltering Procedures .....                           | 81        |

|   |            |
|---|------------|
| <b>Specific Incident Procedures .....</b>                     | <b>82</b>  |
| <b>Student Rights.....</b>                                    | <b>85</b>  |
| <b>Student Record Retention/Release of Information .....</b>  | <b>86</b>  |
| Release of Student Records .....                              | 86         |
| Limitations .....   | 87         |
| <b>Personnel Records .....</b>                                | <b>88</b>  |
| <b>Release of Personnel Information .....</b>                 | <b>90</b>  |
| <b>Student Disciplinary Procedures .....</b>                  | <b>90</b>  |
| <b>Reporting Suspected Child Abuse or Neglect .....</b>       | <b>91</b>  |
| <b>Automobiles, Use of Fleet, Personal &amp; Rental .....</b> | <b>94</b>  |
| <b>Use of Personnel Vehicle for Brehm Business .....</b>      | <b>95</b>  |
| <b>Automatic External Defibrillator (AED).....</b>            | <b>99</b>  |
| <b>Personal Communication Devices at Work .....</b>           | <b>101</b> |
| <b>Computer Systems.....</b>                                  | <b>105</b> |
| <b>Student Information Systems .....</b>                      | <b>108</b> |
| <b>FINANCE .....</b>  | <b>110</b> |
| Books & Records .....   | 111        |
| Financial Statements and Accounts.....                        | 111        |
| Signing of Checks .....                                       | 111        |
| Expense Reports.....  | 111        |
| Use of Brehm Credit Cards.....                                | 112        |
| <b>Lost Receipts .....</b>                                    | <b>112</b> |
| <b>Business Operating Procedures .....</b>                    | <b>112</b> |
| Expense Accounts .....  | 113        |
| Petty Cash .....  | 115        |
| Non-Budgeted Spending.....                                    | 115        |
| Procurement .....   | 115        |
| Purchases of Equipment.....                                   | 117        |
| Fixed Assets .....  | 117        |
| Purchase Orders.....  | 119        |
| Purchases of Used Equipment.....                              | 120        |

# **SECTION I**

# **INTRODUCTION**



## **Mission Statement**

To empower students with complex learning disabilities and differences to recognize and optimize their potential throughout their lifetime.

### **By**

- Fostering a family environment where educational, social, emotional, health and wellness needs of each are addressed through a focused, holistic program.

### **Through**

- Partnership among students, administration, faculty, staff, parents, board, alumni, researchers and the professional community.

## **Purpose and Use of Manual**

Brehm Preparatory School, Inc., (hereafter known as “Brehm”), strives to recruit and retain a world-class faculty and staff. To help achieve this, the Board of Trustees and Administration provide this policy and procedure manual to offer guidance and support to all stakeholders in the operations of the school regarding the mission, policy, Board governance, and daily operation.

This manual is available to all Brehm employees and volunteers and is used as a guide for Brehm operations.

The Office of the Chief Operating Officer maintains the Brehm Policies and Procedure Manual. The Chief Operating Officer is responsible for communicating all revisions to Brehm staff, as soon as possible, after the revision is made.

## **Definitions**

### **Policy**

A policy is a directive from the Board of Trustees (the “Board”) is designed to provide instructions to Brehm employees. The Executive Director may make temporary changes to the manual, as he/she deems necessary to fulfill the mission of Brehm. After a change in policy is made the Executive Director will inform the Board of changes to policy made at the next Board meeting and the Board of Trustees will then vote on whether or not to make these changes permanent.

### **School Procedures**

Procedures are operational instructions that guide staff and volunteers in daily business activities under the auspice of Brehm policy. Most procedures can be found in Brehm department operational manuals. In the event a procedure is very brief or has no corresponding operations manual, the procedure will be written in the Brehm Policy and Procedure Manual.

### **School Confidentiality Clause**

The protection and confidentiality of our students is a prime directive for Brehm employees and volunteers. In order to accomplish this, we require our employees and volunteers to sign a confidentiality statement, which provides clear guidelines for ensuring student protection as well as the protection of the school’s assets.

Brehm Preparatory School, Inc. may notify any future or prospective employer of the existence of this agreement.

This agreement is binding upon all employees. In the event of any breach of this agreement, Brehm Preparatory School, Inc. shall have full rights to injunctive relief, in addition to any other existing rights.

### **Student Confidentiality**

Employees, Board Members, volunteers, independent contractors, and any other associated entities representing Brehm will, as humanly possible, guarantee confidentiality and privacy in regard to care, treatment, records, and discussions about any persons served. Employees, consultants, and volunteers, etc. will not disclose any information about a person, to anyone outside of this organization unless disclosure is authorized by the Executive Director/Associate or Chief Operating Officer.

No records or lists are maintained where they may be seen or read by other people we serve, volunteers, or the public.

Staff, paraprofessionals, or professional personnel will be granted access to student records on a need-to-know basis only. Within Brehm, information regarding students is only discussed with those persons who have a need to know the information.

No information regarding a student is given to any person outside Brehm except with the student's informed and signed consent, and then, only to the extent of the consent given. In the case of a minor, the custody holder grants consent.

This confidentiality must be maintained even when no longer employed by Brehm.

Disclosure of confidential information will be made to persons outside Brehm when:

- a student is believed to present an imminent danger to self or others;
- a child is being, or is suspected of being abused; or
- as otherwise required by law.

All requests for records are referred to the appropriate division director and are only released with signed consent of the parent or legal guardian.

## **Employee Code of Conduct**

All Brehm employees must perform their duties in a manner that maintains and enhances public confidence and trust in the integrity, objectivity, and impartiality of the school. Brehm recognizes that it is only through the commitment and effort of each employee in its workforce that the excellent quality of services is achieved and public trust is maintained. As its' most valuable and important asset, Brehm employees, therefore, are expected to demonstrate the highest standards of behavior.

All employees are expected to be aware of, and comply with, this Employee Code of Conduct (the "Code") and its related policies.

Many of the items in this policy have separate, more detailed policies and procedures outlined in this manual. Employees and volunteers are responsible for all material contained within.

## **Guiding Principles**

Brehm's primary focus is on the student and their family; all actions taken by employees and staff should be focuses on providing the best environment possible. Employees should:

- Ensure the safety and protection of the students
- Be an ethical role model
- Protect and enhance the school's assets and reputation
- Understand and comply with laws, regulations, and school policies that apply to your job
- Treat colleagues with respect and dignity
- Comply with laws and school policies relating to health, safety and the environment
- Support the school's commitment to diversity and equal employment opportunity
- Provide a work environment free from intimidation and harassment
- Do not solicit, accept or give gifts that may influence business decisions
- Do not hold any outside positions with, or accept business opportunities from, anyone who does business with or competes with the school
- Do not offer or accept improper payments or commercial bribes
- Ensure that financial records are accurate and complete
- Comply with the school's travel and expense reimbursement policy
- Retain key school documents, including those relating to lawsuits and investigations
- Protect and properly use school property
- Do not pressure employees to contribute to or support political candidates or causes
- Safeguard the privacy, confidentiality and security of student data
- Protect confidential information and trade secrets from others
- Protect school trademarks and copyrights
- Do not agree with competitors to limit competition
- Make only factual and truthful statements about Brehm; do not disparage competitors' school
- Report any known or suspected violations so that remedial action can be taken

### **Implementation and Oversight of This Code**

This Code clarifies Brehm's expectations of its employees, and re-affirms our commitment to caring for our student's needs and maintaining fiscal responsibility.

All employees shall read this Code and sign a statement they have done so and understand and agree to the information within.

The School's Board of Trustees has assigned the duties of "Compliance Officer" to the Chief Administrative Office in administration of the Code.

### **Employee Responsibility**

Employees of Brehm must follow the highest standards of ethical behavior in the course of their work to ensure that public confidence and trust is maintained. Brehm and all its employees must be above suspicion and beyond reproach, and must be perceived in this manner.

### **Employee Behavior (Professionalism)**

Employees interact with students in receipt of Brehm services or programs, community agencies, contractors, suppliers, and the general public on a daily basis. Employees must be professional, courteous and objective in all of these interactions.

Brehm's employees are its ambassadors and are expected to reflect a professional image at all times. Depending on the nature of the work of the employee, certain attire may not be appropriate. Employees are requested to be mindful of their attire and dress appropriately for their job..

As with such external relations, employees must also be professional and courteous with their co-workers. They should be aware that improper behavior in the workplace has a negative effect on others. Examples include excessive noise, inappropriate office decorations, potentially offensive pictures and jokes, profanity and demonstrating little or no respect for other's personal belongings. Employees are expected to be reasonable and fair in their expectations of each other and resolve any conflict in a mature and professional manner.

### **Violation of Code of Conduct**

Every employee is expected to be aware of, and act in compliance with, this Code and its related policies. Violation of these principles is a serious matter and will be dealt with as such by Brehm. Any employee, who has contravened these requirements, including the "reporting allegations" obligation to report any knowledge of wrongdoing, shall be subject to appropriate disciplinary action (up to and including dismissal). Any employee under investigation may be suspended with or without pay or be re-assigned to other duties pending completion of the investigation, depending on the particulars of the case and the best interests of Brehm.

### **Reporting Allegation**

In addition to the self-disclosure obligation, any suspected fraud, breach of trust or other wrongdoing by another employee must be reported to their supervisor, a member of management, Brehm Compliance Officer or to the Board of Trustees. Every effort will be made to protect the confidentiality of such information.

All employees must co-operate fully during an investigation of suspected wrongdoing in relation to any activities outlined in this Code. Retaliation against someone who is a witness or is involved in such investigations is prohibited.

When in doubt about the interpretation or application of this Code, clarification should be sought from your immediate supervisor, a member of management or the Compliance Officer.

### **Related Obligations (Professional Associations)**

Nothing in this Code is intended to conflict with Brehm's obligations to its employees who may also be subject to other rules of conduct as part of their professional affiliations. These employees should review those expectations with their respective professional associations.

### **Management Responsibility**

Managers, by virtue of their positions and responsibilities, must be ethical role models for all employees.

An important part of a leader's responsibility is to exhibit the highest standards of integrity in all dealings with fellow employees, customers, suppliers, and the community at large. An equally important responsibility is to obtain employees' commitment - and develop their ability - to make sound ethical judgments. Leaders must communicate the seriousness of the school's expectations for ethical conduct and their own personal support of these expectations. Ethical leadership includes both fostering a work environment that encourages employees to voice concerns or otherwise seek assistance if faced with potentially compromising situations, and supporting those who speak out.

The management of Brehm is accountable for protecting the assets of, and the public trusts in, Brehm. Toward this end, management must make every effort to establish and maintain adequate systems, procedures and controls to prevent and detect fraud, theft, breach of trust, conflict of interest, bias, and any other form of wrongdoing. Upon receiving written disclosure of an actual or potential breach of the Code, the Compliance Officer shall either determine that no breach exists or take reasonable steps to ensure that the matter is addressed in the appropriate manner. This may include seeking a written legal opinion.

Prior to taking action on a suspected incident of wrongdoing, management should seek the advice of legal counsel. This consultation will protect Brehm's legal interests in potential subsequent disciplinary actions, protect the rights of those employees involved, and prevent further losses or damage to Brehm.

It is the responsibility of management to ensure that each incident of suspected wrongdoing is investigated. If a violation of this Code or any related policy is confirmed, Brehm will deal firmly and fairly with all its employees.

## Harassment

Brehm is committed to providing employees with a work environment free from discrimination or harassment, and promotes an atmosphere that respects the dignity, self-worth and human rights of every individual. No form of harassment, including either sexual or personal harassment, will be tolerated. It is the responsibility of all employees to create and maintain a workplace free from harassment

Workplace harassment occurs when an employee engages in demeaning or offensive behavior, verbal or non-verbal, which causes the work environment to be stressful, degrading or discriminatory for any employee. Harassment of employees by co-workers, or supervisors is prohibited. Harassment includes behavior - whether in person or by other means, such as e-mail - that is offensive to an individual including unwelcome sexual advances, uninvited suggestive remarks of a sexual nature, sexist or racist comments, religious slurs and ethnic jokes, if such behavior creates an intimidating, hostile or offensive work environment.

Brehm is committed to equal employment opportunity and unbiased treatment of all individuals based on job-related qualifications and without regard to race, color, gender, age, national origin, religion, creed, sexual orientation, marital status, citizenship, disability, veteran status or any other basis prohibited by law.

Any discriminatory treatment or harassment of employees that is a violation of this policy will be met with appropriate disciplinary action, up to and including termination.

Each complaint of harassment will be treated as a serious matter. An employee may seek confidential advice or information from their department manager or HR.

## Alcohol and Drug Use

Employees must abide by applicable laws and regulations governing the possession or use of alcohol and drugs.

The State of Illinois has passed the "Medical Cannabis Pilot Program". The Cannabis Pilot Program specifically allows patients diagnosed with one of 42 specific, debilitating medical conditions to purchase up to 2.5 ounces of marijuana every 14 days from a state licensed dispensary. Qualifying individuals must register with the Illinois Department of Public Health for legal status as a medical marijuana patient and receive a Registry Identification Card.

Brehm Preparatory School is a Drug-Free Work environment. If an employee has been prescribed medical cannabis for a specific medical condition, the employee must bring in their prescription and their Registry Identification Card to the Director of Human Resources. Brehm employees are prohibited from possessing medical cannabis on any Brehm campus. It is also prohibited for an employee to store medical cannabis in their vehicle or in the Dorms while on campus. The employee is responsible for any guests visiting in the dorms and all guests must

adhere to Brehm's policy regarding the possession of medical cannabis. The use of medical cannabis is prohibited within 8 hours of reporting to work.

The illegal use, sale, purchase, transfer or possession of any restricted or controlled drug, narcotic or any other substance, on or off Brehm premises, is prohibited and will result in discipline up to and including termination

It is never permissible for employees to attend to their job duties and responsibilities under the influence of alcohol, drugs or other similar substances. Employees shall not consume alcohol during a break or lunch period, unless authorized by Brehm. This also applies if they operate a Brehm owned or leased vehicle or Brehm equipment, or operate their own vehicle on Brehm business.

Unless provided or authorized by Brehm, the sale, purchase, transfer, distribution, and unauthorized possession or consumption of any alcoholic beverages by employees while on Brehm premises or while performing their Brehm functions is prohibited.

### **Use of Brehm Property and Assets**

Employees shall not make unauthorized use of Brehm property, assets or other resources of Brehm for any personal reasons. In addition, employees must ensure that any property (including cash, checks, documents, inventories and equipment) in their care as part of their job duties is properly secured and protected at all times. This responsibility extends to the use and security of any school credit or access code cards.

Employees shall only use Brehm's property for activities associated with the discharge of their duties, unless proper authorization has been granted. Facilities such as internet access, electronic mail, voice mail, internal mail and bulletin boards are provided for Brehm business and sponsored activities, and must be restricted accordingly, unless another use is approved by management. For example, employees trying to sell personal items shall not use Brehm's E-mail system or bulletin boards to advertise these goods. Similarly, employees using the Internet in their jobs are prohibited from performing any unacceptable or unlawful activities on Brehm's electronic network. By way of example, this would include accessing pornographic or hate propaganda websites.

Brehm's electronic networks are school assets and employees should be aware that communications over its electronic networks should not be considered private communications.

No employee shall sell, transfer, or in any way authorize the use of any intellectual property, including copyrighted works, patented inventions or processes, and trademarks, belonging to Brehm, without express authority.

The intellectual property rights in any work produced by an employee in the course of employment at Brehm are the exclusive property of Brehm.



Brehm forbids software piracy, defined as using any unlicensed copy of a software package that has not been purchased for Brehm purposes. It includes taking a copy of a licensed software package for one's own use or passing a copy on to another person for their use. Computer users must have prior written consent from management before installing any personal software, including freeware, shareware or demonstration software, on a Brehm computer.

Upon termination of employment, employees will deliver to Brehm all keys, I.D. badges, drawings, blueprints, reports, manuals, correspondence, student or family lists, computer programs, and all other materials and all copies thereof relating in any way to drawings, correspondence, documents and all other property belonging to Brehm, which may be in the employee's possession or control. This includes property made or prepared by the employee and relating in any way to the affairs of Brehm.

With permission, employees may retain samples of their work if approved by the Director.

### **Security of Brehm Information**

It is every employee's responsibility to ensure that all information collected, produced or obtained in the course of their duties, whether in reports, memos, oral communication or electronic format, is as accurate as possible. No employee shall willfully mislead other employees, stakeholders, or the public about any issue of Brehm concern.

The following information must not be used or disclosed, except where the law requires:

- information which is personal,
- information that constitutes the proprietary information of a third party, individual or group,
- might reasonably be regarded as having been disclosed to the employee in confidence,
- is of a sensitive nature

Information, as outlined within the policy and procedure manual, acquired through employment with Brehm may not be used or disclosed in any personal external activity.

### **Protection of Information**

Unless otherwise stated, Brehm records are available to employees on a "need to know" basis, and the security of such information must be maintained.

All commercial, financial or technical information belonging to Brehm, supplied to Brehm by a third party, or information that has a monetary value to Brehm, should only be released where to do so would be in the best interest of Brehm and in compliance with the relevant legislation.

Employees must protect the following examples of information regarding Brehm and others from illegal, unauthorized or inadvertent use and disclosure:

- student records,
- pending proposals or contracts,
- estimates prior to bidding openings,
- research results,
- financial data and projections,
- computer programs and software,
- personnel information or records
- salary information

These guidelines extend beyond an employee's current relationship with Brehm. For example, employees should not divulge to Brehm any confidential information obtained from their former employer. Similarly, when an employee leaves the employment of Brehm, they are not to disclose information that could be detrimental to Brehm, individual or firm owning the information.

### **Media and Public Relations**

Communications with the media and public will be conducted so that all information originates from an authoritative source within Brehm. The official spokespersons for Brehm include: the Executive or Associate Director or the Chief Operating Officer Brehm or an approved spokesperson.

It is not the intent of this Code to restrict the ability of employees to express a personal opinion on matters of general interest. In such cases, the employee must make it clear that the comment is being made in their capacity as a private citizen, and not as a representative of Brehm.

Similarly, the employee must use caution to ensure that Brehm's interests are not compromised in any way, either by the use of Brehm letterhead, E-mail addresses or by any other implication.

### **Conflict of Interest**

A conflict of interest occurs when, in the course of an employee's duties, the employee is called upon to deal with a matter in which the employee has a direct or indirect personal and/or financial interest. A direct interest can occur when an employee may derive, or be seen to derive, some financial or personal benefit or avoid financial or personal loss. These benefits, losses, interests and relationships are generally financial in nature but are not limited to such. Any behavior, which is, or could be perceived as, a conflict is prohibited and subject to disciplinary action.

## **Gifts and Entertainment**

Employees must make workplace decisions based on an impartial and objective assessment of each situation, free from the influence of gifts, favors, hospitality or entertainment. Brehm must avoid both the reality and the appearance of impropriety with the organizations or individuals with whom it deals.

Therefore, employees shall neither offer nor accept any gifts, favors, hospitality or entertainment that could reasonably be construed as being given in anticipation of future, or recognition of past, "special consideration" by Brehm... Gifts and entertainment may, on rare occasions, be given to others at Brehm's expense only if they are consistent with accepted business practices. As a general rule, the acceptance of even customary business amenities should be avoided. However, it is recognized that this type of hospitality may be acceptable within strict limits as a part of business relationships or to develop a network which is of benefit to Brehm. An employee may pay for or accept customary business hospitality, such as meals, provided:

- the expenses involved are at a reasonable level,
- they are infrequent,
- they can clearly be seen as legitimately serving a definite business purpose, and
- they are appropriately related to the responsibilities of the individual.

Promotional items of nominal value (e.g. mugs, shirts, pens) are considered acceptable.

Similarly, employees who are asked to speak publicly may accept a small honorarium or gift provided it is reasonable. In cases where employees are asked to speak or make presentations to share information with colleagues, it may also be permissible to accept the offer of travel and/or accommodations. Employees may not accept travel, accommodations or other forms of hospitality when speaking at conferences or business functions where the purpose of the event is to solicit business from Brehm or other consumers.

The responsibility to avoid actual or perceived conflicts of interest rests with each employee.

Parent gifts/hospitality, if extraordinary, requires approval of the Executive Director, Associate Director or Chief Operating Officer.

## **Political and Community Activity**

Brehm encourages employees to take part in community activities. However, it is important to bear in mind that such service may, at times, place the employee in a real or perceived conflict of interest situation. As a member of a community board or external committee, the employee must continually assess their involvement and expected decision-making responsibilities in light

of their employment with Brehm. To ensure the existence and appearance of objectivity, employees should abstain from involvement in those decisions or votes that would create, or be seen to create, a conflict of interest. An employee must notify Brehm management of such potential or actual conflict of interest situations.

Similarly, employees engaged in political activities must take care to separate those personal activities from their official positions. Employees may participate in political activities at the federal, state and local levels providing such activity does not take place during work hours or utilize Brehm assets, resources or property.

Employees wishing to run for federal office must request, and obtain, a leave of absence without pay, and abide by the respective legislation governing such elections.

### **Employee Outside Business Activity**

An employee must ensure that "moonlighting" at an external job does not negatively impact their effectiveness at Brehm, nor contravene any of its related policies and procedures. Employees considering or already engaged in outside employment activity must comply with the following guidelines:

- the outside job must not conflict with their Brehm hours of work,
- outside activities must not interfere with the performance of Brehm duties,
- employees shall not use Brehm's time or resources, such as photocopiers, stationary, computers, E-mail, internet, printers, vehicles, cellular phones, pagers or such, for the benefit of their second job or external activities.

Employees must act in the best interests of Brehm and the stakeholders. Responsibility to avoid actual or perceived conflicts of interest lies with the individual employee. Employees should disclose in writing all outside activities to their manager in order to receive their approval and to ensure compliance with Brehm policies.

### **Family/Personal Relationships (Nepotism)**

Brehm employees must ensure that their personal lives and their official duties co-exist independent of each other.

One area of concern is with respect to "nepotism" or the appointment to a position or the receipt of an employment benefit based on one's kinship or family relatives. As in other areas of Brehm business, there is an expectation, shared by the public and Brehm staff alike, that all hiring, promotions, performance appraisals or discipline will be undertaken in an objective and impartial manner. In order to meet this expectation, Brehm prohibits employment situations where relatives would:

- be supervised by, or subordinate to, one another,
- be given preferential treatment in being recruited and/or selected for vacancies, or
- be appointed to positions where job responsibilities would be incompatible with positions occupied by relatives.

The Employment Section of this manual contains additional details on this subject.

## **Fraud/Theft**

In general, fraud is an act committed which, through deceit, falsehood or other such behavior, either deprives Brehm of its assets, property or other resources (this includes theft), or causes Brehm to act to its own detriment or prejudice.

Fraud may include acts committed with the intent to deceive, involving either misappropriation of Brehm assets, property or other resources or misrepresentations of financial or other information to conceal such misappropriation, by such means as:

- manipulation, falsification or alteration of records or documents,
- suppression of information, transactions or documents,
- recording of transactions without substance, or
- misapplication of accounting principles.

All employees shall work in accordance with Brehm controls established to prevent fraudulent misconduct and all applicable laws, regulations and government guidelines. All employees shall exercise honesty, integrity, objectivity and diligence and shall not knowingly be a party to any fraudulent activity, including theft. Each employee is encouraged to report, in writing, any knowledge or suspicion of fraud to their immediate supervisor, a member of management or Human Resources.

All members of management are responsible for ensuring that adequate internal controls are in place to prevent and detect fraud. Management is accountable for monitoring employee activity and performance and ensuring all employees are aware of, and in compliance with, controls, policies and procedures.

## **Driving**

Brehm employees, volunteers, and interns who drive Brehm owned and leased vehicles or drive Brehm students in their personal vehicles must comply with the following:

### **Driving Through Pedestrian Crosswalks:**

The maximum speed for driving through a designated pedestrian crosswalk not located at a road intersection is 15 mph or slower if the posted speed limit is lower. Drivers will look to verify that no pedestrians are crossing or waiting to cross the road. If a pedestrian is within 10 feet of the crosswalk, the driver will stop and wait for the pedestrian to cross the road.

### **Text Messaging Ban:**

Drivers will comply with Illinois text messaging laws. According to the law, a person may not operate a motor vehicle on a roadway while using an electronic communication device to compose, send, or read an electronic message. "Electronic message" includes, but not limited to electronic mail, a text message, an instant message, or a command or request to access an Internet site. The only exception is if the driver is using an electronic communication device in hands-free or voice-activated mode.

### **No Cell Phone Use by Vehicle Drivers:**

Illinois law prohibits the use of a cell phone by a driver while driving. The only exception is if the driver is using an electronic communication device in hands-free or voice-activated mode.

### **Following the Rules of the Road (Driving Posted Speed Limit):**

Drivers will follow all rules of the road to include driving the speed limit and parking regulations. Drivers are responsible for paying all speeding and parking tickets.

Brehm employees will report all traffic violations that they receive a ticket to the Director of Human Resources within 48 hours of the incident or within 24 hours of returning to work after a break.

Employees, volunteers, and interns who fail to follow the policies listed above will not be allowed to drive Brehm vehicles or transport students in their personal vehicles.

# **SECTION II**

# **EMPLOYMENT**

## **At Will Employment**

Employees acknowledge that employment by Brehm is and shall continue to be at-will (as defined under applicable law), and may be terminated at any time, with or without cause, at the option of either party. If Employee's employment terminates for any reason, the employee shall not be entitled to any payments, benefits, damages, awards or compensation other than the items outlined in this Policy and Procedure Manual. No provision of this Policy and Procedure Manual shall be construed as conferring upon Employee a right to continue as an employee of Brehm Preparatory School, Inc.

The employment "at will" policy will not be modified to create an express or implied contract concerning any term or condition of employment by any statements contained in this or any other employee handbooks, employment applications, recruiting materials, or any information distributed to employees.

No representative of Brehm is authorized to modify the employment "at will" policy for any employee or enter into any agreement, oral or written, contrary to this policy.

The employment "at will" status for all staff will in no way change with the completion of the introductory/orientation period or with any status change, nor will the school's right to terminate employment or change the terms or condition of employment be restricted by these occurrences.

Nothing contained in policy manuals, employee handbooks, employment applications, Brehm literature, or any material distributed to staff in connection with their employment will require Brehm to have just cause to terminate an employee or restrict the school's right to terminate an employee at any time or for any reason, except for the requirements of state and federal law.

Any procedure statements of specific grounds for termination described in this manual or in any literature are not all-inclusive and are not intended to restrict Brehm's right to terminate at will.

## **Equal Employment Opportunity**

Brehm is an equal employment opportunity employer. Employment decisions are based on merit and business needs, and not on race, color, citizenship status, national origin, ancestry, gender, sexual orientation, age, weight, religion, creed, physical or mental disability, marital status, veteran status, political affiliation, pregnancy, or any other factor protected by law

To assure full implementation of our employment policy, we will take steps to ensure:

- Brehm employs applicants who have the necessary skills, education, and experience without regard to race, color, gender, religion, age, birthplace, national origin, disability,



economic status, veteran status, or any other classification protected by applicable state or federal laws.

- All personnel action such as compensation, benefits, transfers, layoffs, recall from layoffs, and access to training are administered without regard to race, color, gender, religion, age, birthplace, national origin, disability, economic status, veteran status, or any other classification protected by applicable state or federal laws.

Inquiries or complaints regarding Brehm's nondiscrimination policy shall be directed to one's supervisor, the next level of management, or the Human Resources Department.

### **Immigration Reform and Control Act**

Brehm Preparatory School, Inc. complies with the Federal 1989 Immigration Reform and Control Act (IRCA) and hires only U.S. citizens and aliens authorized to work in the United States. All offers of employment are contingent on verification of the candidate's right to work in the United States. The law requires you to submit documents that establish both identity and employment authorization, or produce a receipt showing you have applied for such documents.

Brehm requires that documents be examined and I-9 forms be fully completed prior to the new employee starting work.

Temporary Employees hired to work (even for one day) must present authentic documents before work commences.

### **American's with Disabilities Act**

Brehm Preparatory School, Inc. welcomes applications from people with disabilities. We fully support the Americans with Disabilities Act of 1990. We have taken steps to make our work facilities barrier-free and accessible as defined by state and federal statutes. We have sought to identify the essential functions and physical requirements of all distinct jobs at Brehm Preparatory School and will make reasonable accommodations through scheduling, task reassignment, and other methods to accommodate applicants and employees with disabilities.

No employee, officer, or agent of Brehm will discriminate against any qualified individual, either applicant or employee, with a disability in irrespective of any term, condition, or privilege of employment.

A "Qualified Individual" is defined as a person with a disabling condition who possesses the skills to perform the essential functions of the job either with or without reasonable accommodations that do not create undue hardship for Brehm.

Reasonable accommodations are defined as the act of modifying a job or work environment to facilitate the ability of a disabled individual to perform their work responsibilities.

Disabled applicants can be asked if they are able to perform the essential job functions with or without reasonable accommodation.

Medical information cannot be discussed unless a job offer has been extended;

Medical exams can be required prior to making an offer of employment.

Employment can be conditional based on the results of a medical examination only if the medical exam is required for all applicants in the same job category, and if it is required before beginning employment, but after the offer has been made.

All information regarding an individual's disability will be held confidential and shared only with other staff members who must know the information in order to effectively perform their job responsibilities. These staff members would include supervisors who must provide reasonable accommodations for the disabled employee, staff who would be called on to provide emergency care if needed, and government officials requiring the information in order to investigate Brehm compliance with state and federal employment regulations.

## **Employment Status and Employee Classification**

Brehm employees are generally classified according to the scheduled number of hours worked and their responsibilities. These classifications determine eligibility for benefits and are designed to meet the criteria determined by Fair Labor Standards Act (FLSA) and Brehm Benefit Policies. According to FLSA Employees are either "Exempt" or "Non-Exempt".

### **Exempt Employees**

Exempt employees are those deemed to be exempt from the minimum wage and overtime pay requirements of the (FLSA). The Wage and Hour Division of the Department of Labor limits this exemption to those individuals in a bona-fid executive, administrative, professional, or outside salesman capacity, along with those individuals for whom a specific portion of their earnings comes from service charges or commissions.

### **Non-Exempt Employees**

Non-Exempt employees are those individuals who do not meet any of the above qualifications and must therefore be paid according to the minimum wage and overtime requirements of the FLSA.

Non-exempt employees are entitled to overtime pay and must be paid minimum wage under the specific provisions of federal and state laws.

## **Employee Classification**

Brehm recognizes four employee classifications: Administration, Faculty, Staff and Interns. The employment status for Administration, Faculty and Staff can be defined in three ways: full-time, part-time, and temporary. All Interns are defined as temporary regardless if they are paid or volunteer. The opportunity to employ individuals with different employment status in each classification satisfies the flexibility necessary for Brehm to meet the varying employment needs of academic, research and administrative functions. Definitions of each classification and status are shown below. The combination of employee classification and employment status determines the application of other human resource policies as well as eligibility for benefits.

“Administrative” includes all individuals who hold Executive and Senior Staff positions.

“Faculty” includes all individuals who hold academic or clinical appointments.

“Staff” includes employees who, directly or indirectly, support Brehm with teaching, research, business operations or residential care.

“Intern” refers to an employee who is affiliated with a University or College and may or may not be receiving financial compensation through either Brehm or the Intern’s affiliated educational setting for services rendered.

“Volunteer” refers to any person who is not compensated for their work and/or service to Brehm.

These classifications/categories do not guarantee employment for any specific period of time. Employment at Brehm is voluntarily entered into for an indefinite period of time. The employee is free to resign at will at any time, with or without cause. Similarly, Brehm may terminate the employment relationship at will at any time, with or without notice or cause, as long as there is no violation of applicable federal or state laws.

## **Employment Status**

Regular Full-time Positions - positions equivalent of 1.0 FTE (full time equivalent), which require incumbents to regularly work 40 hours per week.

Regular Part-time Positions - positions equivalent of at least .25 FTE but less than 1.0 FTE, which require incumbents to regularly work a minimum of approximately 10 hours per week.

Temporary Full-time Positions - are positions equivalent of 1.0 FTE, which require incumbents to regularly work 40 hours per week. Appointments to these positions have an expected termination date of less than six months from the initial date of employment.

Temporary Part-time Positions - are positions equivalent of at least .25 FTE but less than 1.0 FTE, which require incumbents to regularly work a minimum of approximately 10 hours per week. Appointments to these positions have an expected termination date of less than six months from the initial date of employment.

Contingent/On Call Positions - are positions that require incumbents of less than .5 FTE to work schedules of no particular hours or duration. Employees who occupy these positions may also be expected to work an on-going but irregular schedule; or to work short-term temporary schedules; or to work on-call. Contingent/On-Call employees may work any other schedule not meeting the requirements established above for regular or temporary employment categories.

### Employment Category

Employment at Brehm for all positions is conditional upon the offering and acceptance of position. Employees are categorized into the following Categories: Administrative Business; Administrative Academic and Residence Life; Faculty/Staff; Residence Life. These categories are used to clarify the various benefits associated with the employees' status and classification described above and outlines an employee's benefits. These Categories do not constitute a form of employment contract and in no way negates Brehm's "at will" employment stance.

| Employment Category                        | Expected Service                          | Position   |
|--|---|--|
| Administrative Business                    | 12 month employee (July 1 – June 30)      | Executive Director<br>Chief Operating Officer<br>Business Manager<br>Human Resources Director/Office Manager<br>Administrative Support Staff<br>Director of Facilities and Staff<br>Director Information Services & Technology<br>Technology Associates<br>Director of Admissions<br>Coordinator of Communications<br>Director of the Brehm Foundation |
| Administrative Academic & Residential Life | 12 month employee (July 1 – June 30)      | Director of Educational Services<br>Director of OPTIONS<br>Associate Director of OPTIONS<br>Director of Speech & Language  |
| Administrative Academic & Residential Life | 11 month employee (Aug 1 – June 30)       | Associate Deans of Student Life  |
| Faculty/Staff                              | 10 month employee (August XX – June XX) * | Teachers<br>Nurses<br>Director/Associate of Nursing<br>Speech/Language Pathologists  |

|                  |   |                        |
|------------------|---|------------------------|
|                  |   | Faculty Assistants     |
| Residential Life | 10 month employee (August XX – June XX) * | Residential Life Staff |

\* Based on School Start and End Dates (varies per year)

### **Recruitment, Interviews and Selection Procedures**

The Human Resources Department shall coordinate and supervise the recruiting, interviewing, and evaluating of all applicants. This shall be done in order to fill any approved, open positions on the basis of qualifications, experience and potential.

To ensure compliance with the procedures set forth below, the Human Resources Department has the sole authority to extend employment offers.

Prior to making an offer of employment, Brehm may conduct a job-related background check. A comprehensive background check may consist of prior employment verification, professional reference checks, education confirmation, and credit check.

A criminal record check and driving record check is performed to protect Brehm interest and that of its employees and students. This check may include a nationwide fingerprint background check as well as a check of the Child Abuse and Neglect systems.

### **Procedural Steps for Employment**

The Position Requisition Form will be submitted to the Human Resources department by the hiring supervisor when a vacancy occurs.

Applications will be accepted only for advertised positions.

Full-Time positions will be posted for 3 days internally on the employee bulletin board and via e-mail. If a qualified candidate is not found from the internal posting, the position will be advertised in the newspaper.

Part-Time position openings will be posted 3 days internally on the employee bulletin board, via e-mail and in the newspaper simultaneously.

Applications will be submitted to Human Resources to be screened for relevant qualifications.

The Hiring Manager reviews the applications and chooses candidates to interview.

The Hiring Manager and Human Resources develop a time frame to conduct the interviews and call the candidates for appointments.

Offers of employment will be made after reference checks and Human Resources verify credentials.

The Hiring Manager or the Director of Human Resources will make a verbal offer of employment with prior approval.

The Hiring Manager will complete a Payroll Change Notice (PCN) after the candidate accepts the position.

After the offer of employment is made Human Resources will set a time with the candidate to complete new hire paperwork.

Candidates will be notified that they cannot start employment until the following are completed:

- Background check
- Driving record check
- TB skin test with results; if a TB skin test has been administered within one (1) year from the date of hire, a new test will not need to be retaken.
- All new hire paperwork is completed and submitted to Human Resources to include health and life insurance forms.

Human Resources will let the hiring manager and the new employee know when all employment paperwork is completed.

HR will send a letter to interviewed candidates who were not selected for the position.

All applications will be kept on file in the Human Resources Department for a period of one (1) year.

### **Employment of Relatives**

Brehm Preparatory School, Inc. may, at its discretion, employ members of the same immediate family or co-habitants.

Such persons will not be permitted to work when either has authority to make decisions affecting the work relationship, assignment or compensation of the other employee.

No employee or relative can authorize the same monetary check, cash or other business transaction and one relative cannot supervise or audit the work of another.

Relatives of employees must be screened and selected for positions by the same standards as all other applicants.

Employees who marry or establish a close personal relationship may continue in their current position as long as it does not result in violation of the policy statement. In the case of relationships that do result in policy violation, every attempt will be made to find a suitable position for transfer. If such accommodations are not feasible, the employees will be given the opportunity to determine which of them will resign. In the event employees are unable to make a decision, the Executive Director, Associate Director, or Chief Operating Officer will make the decision based on organizational needs.

## **Employee Orientation & Probation**

Employee orientation is conducted by the Director of Human Resources, and includes an overview of the school. The new employee orientation process is designated to help newly hired employees become well-informed, quality focused, highly motivated, and team-oriented staff members.

All new and returning employees will receive new employee orientation. Human Resources is responsible for ensuring that required employees receive this orientation and that documentation is in their personnel file.

At a minimum, the following will be covered during employee orientation training: a review of mission and core values; review of personnel policies and procedures; information regarding pertinent benefits; orientation to relevant operations policies, such as student confidentiality, ethics, etc.; welcome to Brehm; overview of employee standards and performance improvement goals; and other key information. In addition, each employee will receive a safety orientation by the Brehm Safety Officer.

The hiring manager will ensure that this initial orientation is followed up by an on-site orientation to specific job duties, local policies and procedures, specific program requirements and expectations. This orientation to job duties will be fully documented in the employee's file and should be completed within 90 days of date of hire.

All new employees will serve an orientation/introductory period during the first 90 days of employment. The employee is subject to termination at any time during the orientation period, as well as at any other time, if Brehm determines that the new employee is not suited for the position, or if the new employee decides that they do not wish to continue in the position. Successfully completing the 90 day period does not, in any way, negate Brehm's "at will" employment practice.

The 90-day introductory period will not be extended unless the hiring manager makes a recommendation and permission is obtained of the Chief Operating Officer. The supervisor will

complete a performance evaluation at the end of the 90-day period (no later than two weeks after the 90-day date). This evaluation will be used to determine ongoing training and staff development needs as well as documentation of performance and conduct.

## **Drug-Free Workplace**

Brehm Preparatory School, Inc. is committed to protecting the safety, health and well being of all employees and other individuals in our workplace and recognizes that alcohol abuse and drug use pose a significant threat to our goals. We established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol and drug-free environment.

Brehm has no intention of interfering with the private lives of its employees unless job performance is affected or public safety is of a concern.

As a condition of employment, Brehm requires employees adhere to a strict policy regarding the use and possession of drugs and alcohol.

Brehm encourages employees to voluntarily seek help with drug and alcohol problems.

Any individual who conducts business for the organization, is applying for a position or is conducting business on the organization's property is covered by our drug-free workplace policy. Our policy includes, but is not limited to the Executive Director, Executive Management, Managers, Supervisors, full-time employees, part-time employees, off-site employees, contractors, volunteers, interns and applicants.

Our drug-free workplace policy is intended to apply whenever anyone is representing or conducting business for Brehm. This policy applies during all working hours, whenever conducting business or representing the organization, while on call, paid standby, while on organization property and at school-sponsored events.

Unless authorized or provided by Brehm Preparatory School, Inc. alcohol shall fall within the confines of this policy as well.

## **Prohibited Behavior**

It is a violation of our drug-free workplace policy to use, possess, sell, trade, and/or offer for sale illegal drugs or intoxicants.

Prescription and over-the-counter drugs are not prohibited when taken in standard dosage and/or according to a physician's prescription. Any employee taking prescribed or over-the-counter medications will be responsible for consulting the prescribing physician and/or pharmacist to ascertain whether the medication may interfere with safe performance of his/her



job. If the use of a medication could compromise the safety of the employee, fellow employees or the public, it is the employee's responsibility to use appropriate personnel procedures (e.g., call in sick, use leave, request change of duty, notify supervisor, etc.) to avoid unsafe workplace practices.

The illegal or unauthorized use of prescription drugs is prohibited. It is a violation of our drug-free workplace policy to intentionally misuse and/or abuse prescription medications. Appropriate disciplinary action will be taken if job performance deterioration and/or other accidents occur.

### **Notification of Arrest/Convictions**

Any employee arrested for DUI or possession or sale of illegal drugs will notify their supervisor within 72 hours of the arrest. Any employee who is convicted of a drug or alcohol violation (including a moving violation) must notify HR in writing within five calendar days of the conviction.

### **Drug/Alcohol Testing**

If two or more members of management suspect that an employee is under the influence of drugs /alcohol while at work, the employee, as a condition of employment, may be required to participate in reasonable suspicion drug/alcohol testing.

### **Consequences of Violating Drug Policy**

If an employee violates the policy, he or she will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other violations and/or performance problems.

### **Return-to-Work Agreements**

Following a violation of the drug-free workplace policy, an employee may be offered an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment. A return to work evaluation by an independent evaluator chosen by Brehm and paid for by the employee may be required.

### **Smoking**

Brehm Preparatory School, Inc. is committed to promoting a healthy, safe workplace.

Smoking is prohibited in all Brehm facilities and vehicles, except in specifically designated areas.

Staff, volunteers, and contractors are prohibited from smoking in the presence of students.

Staff members are prohibited from purchasing cigarettes for students.

## **Harassment – Personal & Sexual**

Harassment due to a person's race, disability, color, creed, religion, sex, age, sexual orientation, or national origin is prohibited. This conduct is prohibited whether committed by managerial or non-managerial employees, contractors, vendors, or customers.

## **Complaint Procedures**

If a Brehm employee has a reasonable belief that he or she or any other employee has been the victim of harassment, discrimination or any other violation of this policy, report the conduct to management. Brehm encourages the reporting of all incidents of sexual harassment, regardless of who the offender may be, or the nature of the offender's relationship to Brehm. Any such report should be made promptly so that, whenever possible, any problem can be remedied at the earliest opportunity. You may, as you believe appropriate under the circumstances, report the incidents directly to the Department of Human Resources, Chief Operating Officer or to the Executive Director.

Complaints are not required to be in any particular form and may be oral or written. All reports of such conduct will be investigated promptly, will be handled as confidentially as possible (consistent with doing an appropriate investigation), and will be dealt with appropriately. The investigator will thoroughly investigate the matter, keeping the complainant informed as to the status of the investigation. The investigator will communicate the findings and intended response to the complainant and alleged harasser as expeditiously as possible.

Employees who are found to have violated this policy are subject to disciplinary measures, up to and including termination. Although Brehm's ability to discipline a non-employee harasser may be limited, any employee who has been subjected to sexual harassment should report the harassment and be assured that action will be taken. Such violations can also result in personal legal and financial liability.

## **No Retaliation**

Threats or acts of retaliation or retribution against employees who make use of the complaint procedures or who provide information about such complaints will not be tolerated. Retaliation is a serious violation of this sexual harassment policy and should be reported immediately.

## **Bullying Prevention Policy**

Brehm Preparatory School prohibits acts of harassment or bullying. The Brehm Board of Trustees has determined that a safe and civil environment in school is necessary for students to learn and achieve high academic standards. Harassment or bullying, like other disruptive or violent behaviors, is conduct that disrupts both a student's ability to learn and a school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate harassment or bullying is expected of administrators, faculty, staff, and volunteers to provide positive examples for student behavior.

"Harassment or bullying" is any gesture or written, verbal, graphic, or physical act (including electronically transmitted acts – i.e. internet, cell phone, personal digital assistant (pda), or wireless hand held device) that is reasonably perceived as being motivated either by any actual or perceived characteristic, such as race, color, religion, ancestry, national origin, gender, sexual orientation, gender identity and expression; or a mental, physical, or sensory disability or impairment; or by any other distinguishing characteristic. Such behavior is considered harassment or bullying whether it takes place on or off school property, at any school-sponsored function, or in a school vehicle.

"Harassment" is conduct that meets all of the following criteria:

- is directed at one or more pupils;
- substantially interferes with educational opportunities, benefits, or programs of one or more pupils;
- adversely affects the ability of a pupil to participate in or benefit from Brehm's educational programs or activities because the conduct, as reasonably perceived by the pupil, is so severe, pervasive, and objectively offensive as to have this effect; and,
- is based on a pupil's actual or perceived distinguishing characteristic (see above), or is based on an association with another person who has or is perceived to have any of these characteristics.

"Bullying" is conduct that meets all of the following criteria:

- is directed at one or more pupils;
- substantially interferes with educational opportunities, benefits, or programs of one or more pupils;
- adversely affects the ability of a pupil to participate in or benefit from the school district's educational programs or activities by placing the pupil in reasonable fear of physical harm or by causing emotional distress; and,

- is based on a pupil's actual or perceived distinguishing characteristic (see above), or is based on an association with another person who has or is perceived to have any of these characteristics.

The Brehm Board of Trustees expects students to conduct themselves in a manner in keeping with their levels of development, maturity, and demonstrated capabilities with a proper regard for the rights and welfare of other students, school staff, volunteers, and contractors.

The Brehm Board of Trustees believes that standards for student behavior must be set cooperatively through interaction among the students, parents and guardians, staff, and community members of the school district, producing an atmosphere that encourages students to grow in self-discipline. The development of this atmosphere requires respect for self and others, as well as for district and community property on the part of students, staff, and community members.

The Brehm Board of Trustees believes that the best discipline is self-imposed, and that it is the responsibility of staff to use disciplinary situations as opportunities for helping students learn to assume responsibility and the consequences of their behavior. Staff members who interact with students shall apply best practices designed to *prevent* discipline problems and encourage students' abilities to develop self-discipline. Since bystander support of harassment or bullying can support these behaviors, Brehm prohibits both active and passive support for acts of harassment or bullying. The staff should encourage students to support students who walk away from these acts when they see them, constructively attempt to stop them, or report them to a Brehm faculty or staff member.

The Brehm Board of Trustees requires Brehm administrators to develop and implement procedures that ensure *both* the appropriate consequences *and* remedial responses to a student or staff member who commits one or more acts of harassment or bullying. The following factors, at a minimum, shall be given full consideration by Brehm administrators in the development of the procedures for determining appropriate consequences and remedial measures for each act of harassment or bullying.

### **Factors for Determining Consequences**

- Age, development, and maturity levels of the parties involved
- Degree of harm
- Surrounding circumstances
- Nature and severity of the behavior(s)
- Incidences of past or continuing pattern(s) of behavior
- Relationship between the parties involved
- Context in which the alleged incident(s) occurred

## Factors for Determining Remedial Measures

### Personal

- Life skill competencies
- Experiential deficiencies
- Social relationships
- Strengths
- Talents
- Traits
- Interests
- Hobbies
- Extra-curricular activities
- Classroom participation
- Academic performance

### Environmental

- Student-staff relationships and staff behavior toward the student
- General staff management of classrooms or other educational environments
- Staff ability to prevent and de-escalate difficult or inflammatory situations
- Social-emotional and behavioral supports
- Social relationships
- Family situation

Consequences and appropriate remedial actions for a student or staff member who commits one or more acts of harassment or bullying may range from positive behavioral interventions up to and including suspension or expulsion, in the case of a student, or suspension or termination in the case of an employee, as set forth in Brehm's Student Handbook and Brehm's Personnel and Policy Manual. Consequences for a student who commits an act of harassment or bullying shall be unique to the individual incident and will vary in method and severity according to the nature of the behavior, the developmental age of the student, and the student's history of problem behaviors and performance, and must be consistent with Brehm's code of student conduct. Remedial measures shall be designed to: *correct the problem behavior*; *prevent another occurrence* of the behavior; and *protect the victim* of the act. Effective discipline should employ a school-wide approach to adopt a rubric of bullying offenses and the associated consequences. The consequences and remedial measures are listed in Brehm's Residential and Student Handbooks.

At Brehm, the Director of Education and Director of Boarding Services are responsible for receiving complaints alleging violations of this policy. All school employees are required to report alleged violations of this policy to these Directors or their designee. All other members of the school community, including students, parents, volunteers, and visitors, are encouraged to report any act that may be a violation of this policy. Reports may be made anonymously, but formal disciplinary action *may not* be based solely on the basis of an anonymous report.

The Brehm Board of Trustees requires the Director of Education or Director of Boarding Services or their designee to be responsible for determining whether an alleged act constitutes a violation of this policy. In so doing, the Director of Education or Director of Boarding Services or their designee shall conduct a prompt, thorough, and complete investigation of each alleged incident. The investigation is to be completed within three school days after a report or complaint is made. Brehm prohibits reprisal or retaliation against any person who reports an act of harassment or bullying. The administrator shall determine the consequences and appropriate remedial action for a person who engages in reprisal or retaliation after consideration of the nature, severity, and circumstances of the act.

Brehm Board of Trustees policy prohibits any person from falsely accusing another as a means of harassment or bullying. The consequences and appropriate remedial action for a *person* found to have falsely accused another as a means of harassment or bullying may range from positive behavioral interventions up to and including suspension or expulsion. Consequences and appropriate remedial action for a Brehm employee found to have falsely accused another as a means of harassment or bullying shall be disciplined in accordance with Brehm Policies and Procedures Manual.

The Brehm Board of Trustees requires school officials to annually disseminate the policy to all school staff, students, and parents. Brehm's administrators shall develop an annual process for discussing the school district policy on harassment and bullying with students and staff.

## **Sexual Misconduct Policy**

### **Introduction**

Brehm Preparatory School commits itself to providing a community of mutual trust and respect for students, faculty and staff. Therefore, sexual misconduct will not be tolerated. Each member of the Brehm community shares a common responsibility to maintain an environment free from sexual misconduct.

It is the purpose of this policy to promote and maintain such an environment, by educating the Brehm community and vigorously investigating reports of sexual misconduct in a manner that is expeditious and sensitive to the needs and rights of the victim and the accused. The policy applies to all students, trustees, faculty, administration, staff, and volunteers.

### **Confidentiality**

Brehm recognizes that confidentiality is important in matters of sexual misconduct. All persons responsible for implementing this policy will respect the confidentiality and privacy of the individuals involved, to the extent reasonably possible. Those individuals reporting, accused of, or otherwise involved in a sexual misconduct complaint are also required to keep the matter as confidential as is reasonably possible. Absolute confidentiality may not be maintained in all

circumstances, including when the school is required to disclose information in response to legal process or when the school's need to protect the rights of others must outweigh confidentiality concerns.

## **Definitions**

“Consent” or “consensual” means willingly and knowingly agreeing to engage in specific sexual conduct. Consent may be expressed by mutually understandable words or actions. In order for consent to be valid, all parties must be capable of making a rational, reasonable decision about the sexual act, and must have a shared understanding of the nature of the act to which they are consenting. The use of drugs or alcohol may render a person incapable of giving consent. Silence conveys a lack of consent. All parties are responsible for expressing and obtaining consent, and if at any time consent is withdrawn, the conduct must stop immediately.

Student” means any individual enrolled at Brehm high school or OPTIONS programs.

Sexual Exploitation: Sexual exploitation occurs when a person takes non-consensual, unjust or abusive sexual advantage of another person for his or her own benefit, or for the benefit of anyone other than the person being exploited, and which conduct does not otherwise constitute sexual misconduct under this policy.

Examples of conduct prohibited by this policy include, but are not limited to:

- non-consensual video or audio taping of sexual activity;
- non-consensual sharing of a consensually-made video or audio-tape of sexual activity;
- prostituting another individual; going beyond the boundaries of the consent given, such as by secretly allowing others to watch consensual sex;
- voyeurism of a sexual nature.

Sexual Assault: Sexual assault is defined as non-consensual physical contact of a sexual nature. Sexual assault includes rape, acts using force, threat, intimidation or coercion, or using advantage gained by the victim's inability (whether temporary or permanent) to make rational, reasonable decisions about sex of which the accused was aware or should have been aware.

### **Sexual assault includes:**

- non-consensual sexual intercourse, which is any sexual intercourse (anal, oral or vaginal), with any object, between any genders, without effective consent; and
- non-consensual sexual contact, which is any sexual touching (including disrobing or exposure), with any object, between any genders, without effective consent.

## **Reporting**

Victims of sexual assault may report an incident directly to (1) the Executive/Associate Directors (2) the Coordinator of OPTIONS (3) the Director of Residential Life, (4) Director of Educational Services (5) the Nursing Administrator or (5) the Director of Human Resources.

## **Counseling**

Victims of sexual assault may receive confidential counseling from Brehm's counselors by contacting the Director/Associate Director's Offices. The Director or Associate Director is available seven days a week. They can be contacted through their offices during workdays and through Residential Services at night or during weekends.

## **Disciplinary Procedures For Sexual Assault**

Disciplinary procedures may be instituted by the victim or by Brehm. If a criminal charge is filed, the Brehm's Executive Director shall determine whether action under this policy should be delayed pending the outcome of the criminal case. Brehm does not have to wait the outcome of any criminal proceedings before taking action under this policy.

## **Consensual Relationships**

### **General**

Persons in positions of power or authority over others should be aware of and sensitive to the problems that may arise from apparently consensual relationships with their subordinates. The power differential inherent in such relationships may compromise free choice. Any perceived abuse of authority diminishes trust and respect among members of the Brehm community. For example, others not involved in the relationship may believe they are being treated unfairly as a result of the relationship.

Brehm prohibits consensual sexual relationships between individuals when those involved have professional influence or authority over the other. Even in the absence of such influence or authority, consensual sexual relationships may lead to difficulties for the parties.

### **Relationships with Students**

Professional Influence or Authority: An individual may be found to have professional influence or authority over a student when that individual teaches, supervises, or evaluates the student in any capacity to include residential services.



Faculty Relationships with Students: Sexual relationships between faculty, staff or volunteers and any student of Brehm (high school or OPTIONS program) are strictly prohibited.

Relationships between Faculty and Staff: When a consensual sexual relationship exists or develops between a faculty or staff member and a member of the faculty or staff over whom he or she has professional influence or authority, the person with professional influence or authority shall promptly report the existence of the relationship to either the Coordinator of OPTIONS (OPTIONS Program), Coordinator of Educational Services (Faculty) or Human Resources Director in the case of staff/volunteers.

## **Discipline**

Failure to comply with this policy or to self-report the existence of a relationship as required by this policy is considered sexual misconduct, and will be subject to the appropriate disciplinary procedures. Sanctions may result, up to and including suspension without pay or dismissal.

## **Reporting Procedures**

Any faculty or staff member who brings a complaint of sexual misconduct under this policy may request a change in office location or in work assignment so that the person will be removed from the influence of the accused.

**Note:** Any informal procedures are not appropriate for and will not be implemented in cases of sexual assault.

Prompt reporting of a complaint of sexual misconduct as defined in this policy is strongly encouraged, as it facilitates a faster resolution. Ordinarily, formal complaints of sexual misconduct must be filed under these procedures within four years of the date when the incident is alleged to have occurred. However, there may be instances where the person making a complaint is reluctant to report the alleged misconduct within four years. The administrator with whom the complaint is filed is authorized to process a complaint of sexual misconduct after the four-year period when such administrator is satisfied as to the adequacy of the complainant's written explanation of the delay in reporting the complaint.

Notice to accused: The person accused of sexual misconduct is notified in writing and in person (if feasible) of the complaint and investigation, and is provided with a copy of the written complaint.

Investigation: The Director will appoint two individuals to conduct an investigation of the complaint. One of the investigators shall be female and one shall be male. At least one investigator shall be a faculty member when the complaint is against a faculty member. The Chief Operating Officer shall be one of the investigators for complaints of sexual assault.

The complainant and the accused shall each be interviewed by the two investigators and may have an advisor with them for the meeting. Both parties may present documents, the names of witnesses and other evidence to the investigators. The accused may not be present for the complainant's interview unless the complainant consents, and vice versa. The investigators, either alone or together, may also interview other witnesses.

Report and Recommendation: In a timely manner, but barring special circumstances no later than one month from the date the complaint is filed, the investigators shall make a report with recommendations to the Director. The report shall describe the investigation and all relevant evidence obtained in the investigation while providing support for the conclusions drawn by the investigators.

The parties shall be provided a copy of the investigators' report with recommendations. However, a redacted copy or summary of the report will be provided when necessary to protect privileged information or the safety or well-being of individuals involved in the investigation, or to comply with the provisions of the Family Educational Rights and Privacy Act (FERPA).

Response: Both parties shall be given the opportunity to respond to the report and recommendation before the Director. Such response may be in writing or in person.

Decision: The Director shall review the investigators' report and recommendation, and any responses made by the parties. The Director will then issue a written decision that includes the imposition of sanctions, if appropriate. If the accused is a student, a copy of the written decision is provided to the accused, and the complainant shall be advised of the panel's decision as permitted by the provisions of FERPA.

Appeals: Either party may appeal the Director's decision to the Brehm Board of Trustees. Appeals may be based only on the ground that proper procedure was violated and the procedural error caused material prejudice to the complainant's or accused's case, or that new and relevant evidence has arisen that was not reasonably available at the time of the hearing and that would have a material effect upon the outcome of the case.

## **Protection for complaints against retaliation**

Threats, intimidation, and retaliation against a complainant for bringing a sexual misconduct complaint are violations of this policy and thus may be grounds for disciplinary action.

## **False Charges**

False charges of sexual misconduct undermine the purpose and effectiveness of this policy. Accordingly, persons who knowingly make false charges of sexual misconduct may be subject to disciplinary action. Allegations of false charges must be reported within six months of the

date the complaint was brought. Such allegations may be reported to the administrator handling the complaint, who shall investigate the allegations and take any appropriate action. The failure of a complaint to result in a finding of sexual misconduct is not alone evidence that the charges were knowingly false.

## **Whistle Blower Policy**

Brehm Preparatory School, Inc. relies on its employees to perform their duties and responsibilities in accordance with stated policies and procedures. Brehm provides various mechanisms to assist and encourage employees to come forward in good faith with reports or concerns about suspected compliance issues. Employees may report suspected non-compliance issues without fear of reprisal or retaliation.

### **Guidelines**

An employee should follow all Brehm policies and procedures in carrying out his/her duties and responsibilities.

An employee, who has a question about the propriety of any practice under Brehm policies and procedures, should seek guidance from his/her supervisor or other Brehm official who has responsibility for overseeing compliance with the particular policy or procedure.

An employee, who becomes aware of a potential or actual material violation of Brehm policies or procedures, should report such potential or actual conduct, regardless of whether the employee is personally involved in the matter.

An employee may request that such a report be handled as confidentially as possible under the circumstances, and Brehm will endeavor to handle all such reports with discretion and with due regard for the privacy of the reporting employee.

An employee may make anonymous reports, with the understanding that any investigation may be hampered due to the inability to identify the employee in order to obtain a full and complete account of relevant and necessary facts from the employee or to ask additional questions or seek clarification as any investigation proceeds.

An employee who comes forward in good faith with reports or concerns about compliance with Brehm policies or procedures shall not be subject to reprisal or retaliation for making such a report. Any employee who believes that he/she is being retaliated against for making such a report should immediately bring it to the attention of his/her supervisor, HR, or the Brehm Compliance Officer for immediate investigation.

An employee who is unsure to whom he/she should make a report or address his/her concerns should consult with the Department of Human Resources. In the event of any claim of financial

misconduct or inappropriate expenditure(s) of funds (including all grant funds,), or any claim regarding questionable internal controls, accounting practices or auditing matters, the employee should follow the guidelines above, but should also make such a report to the Board of Trustees.

### **Volunteer Service by Staff Members**

Because of the guidelines that the state and federal laws impose on classification of volunteer hours, employees cannot volunteer to do any work at their individual work location that is similar in nature to what they may do in the course of their employment.

If an employee would like to be a volunteer at Brehm Preparatory School, Inc., the employee must volunteer to participate in an activity away from his/her work location, without direct supervision from the employee's normal supervisors and the activity must be dissimilar to his/her normal job description.

An employee's supervisor may not ask the employee to volunteer his time for any normal job-related business activity.

### **Dress Code**

The overall appearance and grooming standards of our employees is vital to maintaining the image of Brehm. The dress code exists to ensure that Brehm employees consistently present a professional, neat, and appropriate image to students and the general public.

Employees are representatives of Brehm and make an impression on our students as well as our other constituents. Because of the nature of our work, it is imperative that all employees present a positive image of Brehm and maintain a professional appearance at work and when representing Brehm in an official or unofficial capacity.

Brehm adopts a business casual daily work environment. At times, more formal business attire is warranted. Ethnic dress appropriate for a business setting is allowed.

- any clothing advertising alcohol or tobacco products;
- sweatpants, jeans with holes, sleep attire (pajama tops or bottoms);
- cut-off shorts, shirts or see-through clothing;
- the lack of shoes or sandals;
- extremes in body are;
- halters, tube tops, crop tops (midriff/navel must be covered);
- excessively short skirts/dresses, shorts that are overly tight or short;
- extremes in hairstyle, hair color, or make-up;
- political campaign type clothing that depicts one candidate or party\*;

- any other styles deemed inappropriate for by management or members of the Board of Trustees

*\* During election periods (3 months prior to an election) employees may wear one campaign button no longer than three (3) inches in diameter.*

### **Political activity – Non-solicitation**

No Brehm employee shall solicit support for a political candidate of any party or any issue on a referendum during regular Brehm working hours, on Brehm property, using Brehm stationary or other Brehm resources.

Any employee who becomes a candidate for political office is prohibited from soliciting while at work and/or on Brehm property. Any exceptions must have prior written approval from the Executive Director.

### **Political Activities by Brehm Employees**

A. As an individual, a Brehm employee retains all rights and obligations of citizenship provided in the Constitution and laws of Illinois and the Constitution and laws of the United States. Therefore, Brehm encourages an employee to exercise his/her rights and obligations of citizenship.

B. Any Brehm employee who decides to run for a public office shall, prior to filing for that office, notify the Executive Director of his/her intention to run and shall certify that he/she will not campaign or otherwise solicit support during regular work. Further, any employee who seeks a public office shall certify that he /she will not involve Brehm in his/her political activities.

C. Any employee who wishes to participate in any political activity during the normal workday must take leave in accordance with Brehm policy. Also, the employee shall obtain the permission of his/her supervisor in scheduling leave.

D. Brehm employees will not display political paraphernalia in their classroom unless politics is part of the school's academic syllabus. If political paraphernalia is displayed for class use, then all major points of view must be available for the students to study.

### **Progressive Employee Discipline**

Brehm Preparatory School, Inc. seeks to establish and maintain employee conduct standards and supervisory practices that will support effective operations in the interest of Brehm and its employees. Such procedures include the administration of fair and consistent employee discipline. These standards and supervisory practices apply to full and part time employees.

All supervisors will follow a uniform policy of progressive employee discipline. Major elements of this policy include:

Constructive efforts by the supervisor to help an employee achieve satisfactory job performance and meet conduct standards.

Where reasonably possible and deemed appropriate, an employee will be given an opportunity to correct negative behavior or poor performance.

Sufficient notice to employees that termination will result from violations of standards of conduct or unsatisfactory job performance for which the employee is at fault.

Written documentation of disciplinary warnings given and measures taken using Brehm approved forms.

Immediate terminations for certain violations of Brehm's conduct standards.

**Unless otherwise warranted the following sequence of progressive discipline is applicable:**

- Coaching Session
- Level I Corrective Action
- Level II Corrective Action
- Probation/Suspension
- Termination

Disciplinary action should be taken in proportion to the seriousness of the violation, performance, or behavior problem. Suspected violations and deliberate or willful infraction of Brehm's rules, and cases of gross misconduct, may lead to immediate suspension or termination without recourse to the progressive discipline process.

The progressive discipline procedure may be modified so that the level of discipline is appropriate to the specific circumstances surrounding the particular case. The problem's severity may warrant accelerating the process to a next higher discipline level or beyond or even immediate termination. In such cases, ranking administrators should seek the advice of the Director or Chief Operating Officer to decide the level of discipline necessary.

**Other disciplinary actions may include, but are not limited to:**

- Suspension from work without pay for a specified period of time;

- Job re-assignment with a possible resulting change of pay;
- Transfer to another department (only if appropriate, as in a poor job-match situation); Demotion to a position of lesser responsibility;
- Leave from work with pay for one (1) day;
- Probation for a specified time period of at least two (2) weeks, and not longer than 90 days. No payroll increase will be allowed during this period and no employee request for transfer or promotion within Brehm or any facility of Brehm will be granted;
- Immediate termination.

## **Definitions**

### **Coaching Session**

Coaching happens on an almost daily basis. Employees are given feedback to assist them in excelling in their duties. At times, Coaching may be to “tweak” performance or establish or reinforce expectations. Other times, Coaching may be more immediate and looking for more rapid change. Coaching Sessions may, or may not, be documented.

### **Level 1 Corrective Action**

The supervisor will counsel the employee on the problem area and together discuss a strategy for resolution of the problem. This counseling should include a review of job expectations, the method to measure improvement, and the time frame to accomplish the resolution. Any applicable Coaching Sessions that were conducted (either written or oral) should be notated to show previous discussion of items. Verbal Corrective Actions should be documented in writing and placed in the employee’s personnel file.

### **Level 2 Corrective Actions**

If there is no demonstrated improvement on the problem within the agreed time frame, counseling will be conducted again. At this time, any modifications of the work improvement strategy may be instituted. This warning will be put in writing and placed in the employee’s personnel file.

### **Probation/Suspension**

The employee may be placed on probation or suspended from duties. Probation allows the employee to continue working either at the same or lesser capacity; suspension relieves the employee of all duties and removes the employee from the property until the suspension has been lifted or termination is enacted.

When an employee must be relieved from duties immediately or removed from property, the employee should be suspended without pay, pending investigation and possible termination.

### **Issues Resulting in Corrective Action**

Following is a list of possible issues which may require progressive discipline or, depending on the circumstances, immediate termination. Issues include, but are not limited to:

- Excessive tardiness;
- Unsatisfactory job performance;
- Excessive absenteeism;
- Failure to observe working hours such as the starting and ending of break and lunch periods;
- Performing unauthorized personal work on Brehm's time;
- Uncooperative attitude toward work, supervisor, co-workers or Brehm's students;
- Unacceptable motor vehicle record, according to current insurance requirements, if employed in a job requiring any motor vehicle use;
- Failure to properly notify supervisor of intended tardiness or absence;
- Departing Brehm's premises during working hours for personal reasons without the permission of the supervisor/manager;
- Unauthorized use or abuse of Brehm's telephone, office equipment, vehicles or property for personal business;
- Divulging another employee's salary or speculating about another employee's salary
- Possession of alcohol or any controlled substance on Brehm's premises or possession of any controlled substance while representing Brehm;
- Negligent or careless use of Brehm's property;
- Sleeping on the job;
- Smoking in unauthorized areas;
- Foul and abusive language;
- Inability or failure to maintain satisfactory working relationships with co-workers or Brehm's representatives;
- Failure to observe safety rules or common safety practices;
- Disorderly conduct on Brehm's premises;
- Failure to report occupational injury promptly to supervisor;



- Unauthorized soliciting of funds on Brehm's property;
- Failure to attend mandatory in-service programs;
- Discussion of or inappropriate release of information which breaches student, family or Brehm's confidentiality or which would create poor public relations for Brehm;
- Misuse of overtime by working unscheduled time without authorization by the supervisor;
- Abuse of dress code policy as established under department guidelines;
- Student abuse or neglect;
- Failure to comply with published rules;
- Harassment of another employee, student, or volunteer;
- Traffic tickets incurred while in a Brehm vehicle;

If an employee drives a Brehm vehicle or students of Brehm, failure to report any traffic tickets, or suspension of driving license.

Failure to report an arrest, for any reason

Failure to complete drug/alcohol rehabilitation program

### **Corrective Action Procedures**

The Corrective Action interview should be held in a private place, free of interruptions and distractions, and sufficient time should be allowed for discussion.

It is suggested that during counseling the only individuals present should be the employee and the immediate supervisor, except under unusual circumstances.

If, in the opinion of the supervisor or employee, it would be beneficial to have an unbiased third party present, an unbiased third party may be included at the supervisor's discretion. If the employee requests a witness to the proceedings, the supervisor will normally request his or her immediate supervisor to be the witness.

Conduct the counseling in a calm and objective manner. The supervisor should be prepared to listen.

The supervisor should begin the meeting by telling the employee how their job performance is not meeting standards and providing the employee the opportunity to respond.

The supervisor should listen, ask questions, and then decide the form(s) of disciplinary action to be taken.

As part of the corrective action, an employee may be asked to attend training, complete additional paperwork for tracking, or be asked if they would be willing to have another employee serve as a “mentor” to help ensure the success of the employee on corrective action.

Documentation of the offense should be prepared before meeting with the employee.

After meeting with the employee, and listening to the employee’s comments, if there is enough evidence to make a decision on the disciplinary action the supervisor should inform the employee of the decision.

If the supervisor feels additional information is needed to decide the disciplinary action to take, they should inform the employee of this, investigate further, and inform the employee of the decision as soon as possible.

After the meeting, the supervisor will complete documentation indicating the employee received corrective action with clear documentation of the reason for the action, and notice that if the offense is repeated and/or corrective action is not taken the next step in the progressive employee discipline process is termination.

The employee must sign the documentation to acknowledge that the employee was counseled. A copy of the letter will be given to the employee, and the original will be forwarded to human resources and will become a permanent part of the employee’s personal file.

If the employee refuses to sign, the supervisor may request another management employee to witness the fact that the employee was counseled and refused to sign the document. Refusal to sign a Warning Letter is grounds for immediate dismissal.

## **Termination Procedures**

Should events compel a supervisor to take immediate action where termination appears warranted, the usual procedure is that the supervisor will immediately suspend the employee for a specified period (usually 24 or 48 hours). During the suspension period, the supervisor will conduct an investigation to determine if termination is the proper decision. Should termination not be appropriate, the employee may be re-instated with pay. Upon termination of an employee, a Termination Report must be completed and returned to the HR Department to be maintained in the employees’ file.

In certain circumstances, immediate termination is warranted. The supervisor must obtain review from the ranking manager prior to recommending termination.

The Executive Director must give prior approval for terminations of senior management.

The Chief Operating Officer must give prior approval for all other terminations except for OPTIONS employees where the OPTIONS Coordinator is the approval authority.

## **Employee Grievance/Appeals**

Brehm Preparatory School, Inc. believes in treating everyone with fairness, integrity, and justice. It is expected that open communication with a solution-focused approach will be used in all cases where disagreement exists.

If an employee and supervisor cannot reach a workable solution, the employee is offered a three-tier grievance and appeals procedure.

The supervisor's disciplinary action up to and including termination will be in force during any and all grievance/appeals processes.

### **First Tier**

The employee should send all grievances to their immediate supervisor. They must be typed, dated, and signed. Supervisors have 10 business days from the submission of the grievance to respond to the employee in writing.

If the grievant is satisfied with the solution, they should sign it.

If they disagree, they should not sign it and return it to the supervisor for discussion. If the issue or complaint is not resolved, the grievant may appeal.

### **Second Tier**

If an employee wishes to appeal the supervisor's decision, the employee may submit a typed, dated, and signed appeal to the next ranking manager. This manager will review the grievance and respond within 15 days in writing of the decision to both the employee and the employee's supervisor.

If the grievant is satisfied with the solution, they should sign it.

If they disagree and the issue or complaint is not resolved, they should not sign it and the grievant may appeal.

### **Third Tier**

If an employee wishes to appeal the second tier decision, the employee must submit a typed, dated, and signed appeal to the Chief Operating Officer. The Chief Operating Officer will review the grievance with the Executive Director and will appoint an ad-hoc grievance committee if deemed necessary.

The employee grievance process terminates with the Executive Director and Chief Operating Officer.

The Executive Director will report the resolution of grievances to the Board or Directors.

## **Civil Unions**

Brehm recognizes that an employee may, in lieu of a legal spouse, choose to enter into a civil union. Brehm entitles employees with a civil union to utilize a limited number of benefits.

Both same-sex and opposite-sex couples that are in a committed relationship can enter into a civil union. For Brehm to recognize an employees' civil union, he or she must obtain a license from an Illinois County Clerk's Office.

## **Afforded Benefits**

Brehm affords the following benefits to civil unions:

The eligibility for an employee to use sick-leave to care for a civil union partner;

The eligibility for an employee to utilize the Sick-Leave Donation Program to care for a civil union partner;

The ability of an employee to exercise certain FMLA benefits to care for a civil union partner.

## **Excluded Benefits**

Brehm, under no circumstances, affords the following benefits to civil unions:

Medical, Dental, Vision, Life or Disability insurance, either for the employee's partner, or the partner's dependents, charges, wards, etc.

- Any retirement benefits;
- Any tax related benefits;
- Any flexible spending programs;
- Any final wage payments for deceased employees;

## **Eligibility**

The employee and their civil union partner must certify with Brehm that both partners:

- Are at least 18 years of age and competent to enter into a contract;
- Are not married and are not in a civil union of any other person;
- Are not related to each other;
- Have been living together as a couple and share a residence and have done so for more than six (6) consecutive months prior to this declaration;
- That at least six months have passed since the termination of any previous civil union;
- Attest that the relationship is an exclusive mutual commitment that is the functional equivalent of a marriage;
- They are jointly responsible for each other for the necessities of life including each other's debts;
- They intend to remain in the relationship indefinitely;
- They would enter into a legal marriage if the opportunity were available;
- They have agreed that in the event of dissolution of our civil union relationship, they will make a substantially equal division of any earnings acquired during our civil union and of property acquired with those earnings; that is, a division of property similar to that legally required of a married couple in the event of a divorce.

In lieu of a legal marriage that Brehm requires to cover an employee's spouse for certain benefits, the partners must submit the following supporting documentation to verify an interdependent financial relationship:

- Joint ownership of residence (home, condo, mobile home) or a lease for a residence identifying both partners as tenants, and
- Two of the following: joint ownership of a motor vehicle; joint credit account; joint checking account; or other evidence of joint ownership of a major asset or joint liability of debt.

## **Same Sex Marriage**

Effective in June 2014, same-sex spouses in Illinois will have the same legal rights to employee benefits as opposite-sex spouses, including with respect to health insurance coverage, COBRA benefits, etc.

Same-sex spouses will be treated as 'married' for Federal and State tax purposes, regardless of where they reside after their marriage. For further information on benefits, please refer to Section III: Compensation and Benefits.

# **SECTION III**

## **COMPENSATION & EMPLOYEE BENEFITS**

## **Employee Pay Practices**

### **Workweek**

A workweek is the seven (7) day period used to calculate weekly overtime for non-exempt employees. The workweek begins on Sunday at 12:00 am and ends on Saturday at 11:59 pm

### **Non-Exempt Employees**

The length of a shift for non-exempt employees is determined in accordance with State and Federal Wage and Hour Regulations and Brehm Preparatory School, Inc. policy and practice.

Supervisors are to post employee schedules weekly. While scheduling consideration should be given to employee's needs, work requirements and departmental seniority may be a factor in schedules.

### **Exempt Employees**

For all weeks during which Brehm recognizes a holiday, the workweek is equal to four workdays and three days off. In the event the holiday falls on an employee's regularly scheduled day off, the employee will take another day off during the same week (will still work four days with three off).

All exempt employers must take vacation, sick, and holiday benefits in no less than 4 hour (½ day) increments.

### **“Comp Time”:**

Brehm does not offer nor recognize “comp” time. Employees cannot work excess hours in an attempt to earn time-off at a future date. For example, an employee cannot work an extra hour each day for two weeks and then take a day off without using vacation or personal time.

However, on those occasions when business necessitates that an exempt employee work in excess of the standard workweek they are encouraged to adjust hours. For example, when an employee is traveling on Brehm business and they depart for the St Louis airport on the weekend or after work. The number of adjusted hours is at the discretion of the supervisor and there is no hour-for-hour guarantee. Adjusted hours should be used within two weeks.

### **Attendance**

Brehm requires all employees to complete their assigned duties on time with the expected level of quality. If an employee's promptness and/or attendance interfere with those responsibilities, Brehm will take the appropriate disciplinary action, including but not limited to: reprimand,

suspension, and dismissal. The following are considered authorized late arrivals / absences / early departures:

#### Sick leave

- Jury duty
- Death in family
- Scheduled vacation time
- Military leave or voting
- Time off for worker's compensation
- Unforeseen emergencies
- Other instances as authorized by the supervisor

Brehm may require documentation of some of the above duties and may verify the documentation where appropriate.

Employees should notify the appropriate person(s) as soon as they know they will be absent. Vacation days must be scheduled at least 24 hours in advance. An absence of three or more consecutive working days without any notification will be considered a voluntary withdrawal, and the employee will be removed from the payroll.

#### Overtime

For non-exempt employees, overtime is paid for work in excess of forty (40) hours worked in the workweek. The employee must physically work over forty (40) hours to receive overtime.

For example, if the employee uses 8 hours of leave during the week and works a total of forty (40), the employee will not receive overtime because he/she did not physically work all of the 48 hours for that workweek. Overtime is never allowed unless authorized by a supervisor or member of management.

#### Work Breaks

Full time, non-exempt employees are allowed two paid, 15-minute breaks. One break is to be taken in the morning and one break is to be taken in the afternoon.

#### Paychecks

Salaried Employees are paid by check on a monthly basis; hourly employees are paid bi-weekly. Specific pay dates are posted each year.



Direct deposit is the preferred method for paying employees. Employees who receive paychecks can pick them up from the Brehm front office receptionist.

Paychecks will be issued the Friday before a pay date that occurs on a Saturday or Sunday and the day before a holiday if a pay date falls on a holiday.

Only deductions authorized in writing by the employee will be withheld from the paycheck.

Brehm does not normally issue paychecks in advance of the regularly scheduled pay period. Any such advances are to be made only in cases of genuine and unavoidable financial emergencies. All advances are to be approved by the Director of Human Resources and the Chief Operating Officer. The amount of an advance in wages must be limited to the net amount due the employee at the end of the pay period in which the request is made.

Upon termination of employment, the final paycheck representing all hours worked, earned accrued leave time and any outstanding expense reimbursement will be issued on the next regular payday unless otherwise specified by law.

Paychecks will be released only to the employee of record unless written documentation by the employee authorizes the Accounting Department or Human Resources to release a paycheck to a second party.

### **Timecards**

Timecards and/or expense reports must be submitted by the due dates listed on the calendar distributed by payroll. An employee who fails to turn their timecard and/or expense report in by the due date will be paid during the next scheduled pay cycle.

The employee should complete timecards only. Recording another employee's timecard or falsification of a timecard will result in corrective action up to and/or including discharge.

### **Unclaimed Paychecks**

Under no circumstances are unclaimed wages to be released to anyone other than the employee without a signed statement by the employee requesting such release. This statement shall be retained in the employee's personnel file.

### **Lost Paychecks**

Lost paychecks should be reported to the Human Resources Department immediately so that a stop payment can be issued to the bank. A replacement check will be issued within five (5) working days from the determination that the check has not been cashed. ***A \$25.00 stop payment fee will be deducted from the reissued check.***

## **Wage Garnishments and Levies**

It is expected that employees will handle their financial obligations in such a manner so as to avoid court action and Brehm's involvement in their private financial matters. Brehm complies with state and federal garnishment regulations that require withholding from staff members' disposable earnings to satisfy unpaid debt such as court-ordered child support or spousal maintenance, tax levies, general indebtedness and administrative garnishments. Only garnishments processed through the court system (except for administrative garnishments) will be taken. Voluntary wage assignments are not accepted. Whenever possible, the employee will be notified in advance in order to give him/her the opportunity to settle the matter promptly.

Disposable earnings are all earnings after deductions of amounts required by law, which generally include federal income tax, social security tax and state and local taxes. All other deductions, such as medical insurance premiums and retirement contributions, must be included in the garnishment calculation. Although the law allows for the collection of a processing fee, Brehm Preparatory School, Inc. does not collect this fee.

The Federal Consumer Credit Protection Act, 15 U.S.C 1673, restricts the amount of wages that can be withheld. Percentages vary by type of garnishment, and Brehm Preparatory School withholds only the amount required by law and in the priority order designated.

In compliance with the Federal Consumer Credit Protection Act (CCPA), Brehm will not terminate any employees who have been subject to garnishment for one debt, regardless of the number of court orders or other proceedings undertaken to collect for that one debt.

## **Holidays**

Brehm Preparatory School recognizes the following days off for eligible employees. Eligible employees are those having "Administrative – Business" employment agreements. All other full time employees will fall under the Academic Break Policy.

New Years Eve (half day)

New Year's Day

Memorial Day

Labor Day

Martin Luther King's Birthday

Independence Day

Columbus Day\*

Good Friday

Presidents' Day  
Thanksgiving Day eve (half day)  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (half day)  
Christmas Day  
Day after Christmas

\* In lieu of Columbus Day the OPTIONS program will have Veteran's Day off.

If any of the above holidays fall on a non-scheduled workday, another day will be substituted in its place by the administration.

Non-Exempt employees that are required to work on the above holidays will be entitled to 8 hours of Holiday pay plus pay for any hours worked.

Exempt employees, other than Residence Life Staff required to care for the students, that are required to work on the above holidays will be entitled to double the amount of hours worked and adjust time off at a later date.

## **Academic Breaks**

### **Administrative Business Offices**

During academic breaks the Administrative Business Office will operate on a reduced work schedule from 8:30 am to 4:30 pm.

### **Administrative – Academic & Residence Life**

Employees with an "Administrative - Faculty & Residence Life" employment agreement are not required to report to work during the following scheduled academic breaks; Thanksgiving, Winter Break and Spring Break.

### **Faculty/Staff**

Employees with a "Faculty/Staff" 10-month employment agreement are not required to report to work during the following scheduled academic breaks; Thanksgiving, Winter Break and Spring Break.

## **Residential Life**

Employees with a “Residential Life” 10-month employment agreement are not required to report to work during scheduled academic breaks (i.e. Thanksgiving, Winter Break, Spring Break) once all children in their care have been safely sent home. These employees are required to report to work during academic holidays when students are present.

## **School Inclement Weather Closure**

If Brehm is closed, opens late, or closes early for inclement weather, hourly employees will receive administrative time off (Admin Time).

## **Late School Opening or Early School Closure Procedures**

The Executive Director will make decisions about opening school late or closing the school early.

## **Vacation**

The employee’s supervisor must approve requests for vacation in advance. Due to the nature of Brehm’s business, vacation time may not be approved in order to continue operations. If vacation time is denied, all reasonable efforts will be made for the employee to take vacation at a later date.

The amount of time must be documented appropriately on the leave request form and/or timesheets as applicable.

An employee cannot use vacation time until after their 90 day probationary period is completed. During this time, vacation will accrue for the employee’s use after 90 days.

Only 80 hours (10 days) of vacation will be allowed to roll over from fiscal year to the next. Any time left in excess of the 80 hours (10 days) will be removed permanently from the employees file. The only exception to this rule is for employees who were unable to take their vacation time due to workload. Brehm personnel have until November 1st of each year to use any leave in excess of 80 hours. The Executive Director, Associate Director or COO and the Department Head are approval authority.

Employees are not allowed to “cash-in” accrued vacation time for payment to the employee. Accrued vacation will be paid upon the employee’s resignation, retirement, or death. Employees may also donate excess vacation time (> 80 hrs) by donating the cash-in funds to Brehm

Any time an employee is terminated for cause, the employee forfeits all rights to leave accruals and Continuation of Benefits (COBRA).

Vacation is not earned during sabbatical leave, professional development leave or leave without pay. Employees are not allowed to use vacation time until they have accrued it. The department head and HR must approve any deviation of this.

### **Administrative Business**

Vacation is accrued at the following rate\*:

| <b>Years of Service</b> | <b>Accrued Vacation</b>                  |
|-------------------------|--|
| 0 to 5                  | 6.67 hours per month (10 days per year)  |
| 6 to 10                 | 10 hours per month (15 days per year)    |
| 11+                     | 13.36 hours per month (20 days per year) |

\*Vacation accrual for the COO will start at 120 hours per year (15 days) and 160 hours (20 days) at the 11-year point. The Executive Director will have 240 hours (30 days) of annual vacation time.

### **Administrative – Academic & Residence Life**

Those employees who have “Administrative – Academic & Residence Life” employment agreements earn a flat 80 hours (10 days) per year of vacation. There is no differential for years of service since staff may also take leave with pay as outlined in the “Academic Break” policy.

Those employees who have “Administrative – Academic & Residence Life” with 11 - month employment agreements do not earn vacation time. There is no differential for years of service since staff may also take leave with pay as outlined in the “Academic Break” policy. 11 – month employees do not report to work during the month of July and are required to report for work August thru June unless approved PTO time is taken.

### **Faculty/Staff & Residence Life**

Those employees who have 10-month “Faculty/Staff” or “Residence Life” employment agreements are not eligible for vacation. Residential Life employees are required to report to work beginning the 2<sup>nd</sup> week in August and complete their required end of year duties during the 2<sup>nd</sup> week in June.

### **Personal Days**

Brehm provides payment of income (personal leave) for all full time employees regardless of the type of Employment Agreement when that employee is away from work for personal reasons. Employees will be eligible for personal leave after completion of their 90-day probationary

period. Personal leave is payable the same as the employee's regular salary, and is subject to the same withholding elections.

Personal leave must be taken in no less than half day (1/2) increments (4 hours). The amount of time must be documented appropriately on the leave request form and/or timesheets as applicable. Personal time will not be used for the calculation of overtime, nor will it be used to provide hours beyond the employee's regular work schedule.

Personal leave may be advance with approval of Director, Associate Director or COO.

Unused personal days will convert to sick days at the end of each fiscal year.

Employees who resign from Brehm or are terminated will not be paid for any accrued personal days.

Personal time is granted as follows:

| <b>Years of Service</b> | <b>Accrued Personal Days</b>                 |
|-------------------------|--|
| 1 to 5                  | 16 personal hours per year (2 days per year) |
| 6+                      | 24 personal hours per year (3 days per year) |

## **Sick Leave**

Brehm provides payment of income (sick leave) when that employee is away from work due to illness for all Full-Time employees regardless of the type of Employment Agreement.

Employees will be eligible for sick leave after completion of their 90-day probationary period. Sick leave is payable the same as the employee's regular salary, and is subject to the same withholding elections.

Sick leave will be accrued at the rate of 8 hours (1 day) for each month of service for eligible employees. The balance of unused, but accrued, sick leave days will be carried forward from one year to the next, up to a maximum of 720 hours (90 days). All sick leave used by employees will be charged against the employee's total sick leave balance.

Sick leave may be used for illness of the staff member or for illness of a member of his/her family. Family is defined as mother, father, spouse, domestic partner, children, sister, brother, grandparent, mother or father in-laws.

Sick leave may be used for doctor/dentist appointments when it is not possible to schedule them during non-working hours. Sick time used for health care provider appointments, which are not

medically urgent, must be scheduled in advance and approved by the supervisor. Brehm permits use of available sick leave for use during absence due to the birth or adoption of a child to an employee; sick leave will be in addition to other available time.

Sick leave is provided for the reasons stated in this policy and may not be used for other purposes. An employee who uses sick leave for reasons other than health-care issues will be subject to disciplinary action up to and including termination.

Any employee that is out on sick leave longer than three (3) days must return to work with a doctor's certificate stating the nature of the illness and the employee's fitness to return to duty. Brehm reserves the right to require that the staff member submit to examinations by a health care provider for continuation of payments under this policy.

Sick leave may not be advanced. Staff members who use sick leave may be required to concurrently use benefits under the Family Medical Leave policy.

If an employee is unable to work due to illness, the employee must notify his immediate supervisor as soon as possible after the onset of the illness, and certainly by the time the employee was to report to work. It is not permissible to be gainfully employed elsewhere while out on sick leave. Any employee doing so will be considered to have voluntarily quit without notice and to not be in good standing at the time of resignation.

Sick leave may be taken in quarter-hour increments for non-exempt employees, while exempt employees will be charged sick leave in half day (1/2) increments. The amount of time must be documented appropriately on the leave request form and/or timesheets as applicable. Sick time will not be used for the calculation of overtime, nor will it be used to provide hours beyond the employee's regular work schedule.

A staff member who properly uses the provisions of this policy is entitled to return to a similar or equivalent position without reduction in salary or loss of service credit. However, if a staff member has exhausted all available sick leave, his/her employment may be subject to termination unless he/she qualifies for Family Medical Leave or other leave benefits.

Employees who resign from Brehm or are terminated will not be paid for any accrued sick leave.

Industrial accidents and illness are covered by Worker's Compensation Insurance pursuant to the requirements of the laws of Illinois in which Brehm operates. The sick leave policy outlined above does not apply to those illnesses or injuries that are covered by an applicable worker's compensation policy.

### ***Sick Leave "Buy Back"***

Employees who have accrued above 240 hours (30 days) may choose to have the school "buy-back" sick leave under the following conditions:

Employees must leave a minimum of 240 hours (30 days) of sick leave on the books.

The employee must complete a "Request to Cash in Sick Leave" form by June 1 of the fiscal year.

The cash value of a sick day is equal to ½ the rate of daily pay for a Brehm Preparatory School, Inc. substitute teacher (\$35.00).

The only time sick leave will be paid down under 240 hours (30 days) is upon the employee's retirement or death.

Employees will accrue a maximum of 720 hours (90 days) sick leave.

Employees cannot cash in more than 200 hours (25 days) per fiscal year.

### **Family Medical Leave Act**

Employees are eligible for up to 12 weeks of unpaid leave in order to attend to their own serious health condition; because of the birth, adoption or provision of foster care to a child; or to attend to the serious health condition of an immediate family member.

Spouses who are both employed by the school are jointly entitled to a combined total of 12 weeks for the birth or placement of a child by adoption or foster care, or to care for a parent, but not a parent-in-law, who has a serious health condition.

### **Eligibility**

Employees who have been employed by the school for 12 months and have worked a minimum of 1,250 hours within the previous 12-month period are eligible to apply for a Family or Medical Leave.

### **Procedure**

Employees must notify their supervisor in writing of their need to take the leave and the qualifying circumstances. Employees must submit a Request for Family and Medical Leave Form at least 30 days prior to the qualifying circumstances if it is a planned or foreseeable event, e.g. birth, adoption, foster care, or planned medical treatment for self or immediate family member. If the event is an emergency or foreseeable in less than 30 days, the employee must give the school notice as soon as is practicable. Failure to observe these notice requirements can result in denial of the leave.

Employees must provide written medical certification of the qualifying circumstances at least 15 days before the leave is to start or, in an emergency or unforeseen situation, as soon as is practicable. The Certification of Physician or Practitioner is also required for intermittent medical



leaves, or leaves to care for an immediate family member. The school can require that the employee obtain a second or third opinion for certification. It can also require periodic re-certification of an employee who is on leave. Second and third opinions and re-certifications are at the school's expense.

Employees who have taken leave for their own serious illness will be required to provide physician's certification of their fitness to return to work. If the original disability form from the physician indicated a return date and the employee is returning on that date, additional certification is not required. Employees will not be permitted to return without certification.

Employees who are requesting leave due to adoption or foster care placement must provide a notice from the court or foster care provider verifying the qualifying event.

When the employee's request for Family and Medical Leave has been approved, the Personnel Office will indicate that approval with an Authorization Memo. Employees on FMLA leave are required to provide periodic reports to their supervisor on their status and intent to return to work.

### **Nature of Leave**

The 12 weeks may be taken continuously or intermittently during a rolling 12-month period on a reduced leave schedule and in combination with paid leave already provided by the school.

### **Definitions**

Serious Health Condition: an illness, injury, impairment, or physical or mental condition that involves:

- any period of incapacity or treatment connected with inpatient care (i.e., an overnight stay) in a Hospital, hospice, or residential medical care facility; and any subsequent treatment in connection with such inpatient care;
- any period of incapacity requiring absence of more than three calendar days from work, school, or other regular daily activities, that also involves continuing treatment by (or under the supervision of) a health care provider and any subsequent treatment or period of incapacity relating to the same condition; or
- continuing treatment by a health care provider, meaning an incapacity of more than three consecutive calendar days; and
- two or more treatments by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders or referral of a health care provider; or
- one treatment by a health care provider which results in a "regimen of continuing treatment" under the supervision of the health care provider (e.g., prescription medication).
- incapacity for any period for pregnancy or pre-natal care (with or without treatment);

- incapacity for any period for a "chronic serious" condition, including conditions requiring periodic doctor visits, those continuing for any extended period and/or those recurring episodically (with or without treatment). Examples include asthma, diabetes and epilepsy.
- any period of absence to receive multiple treatments by health care providers or provider of health care services (under order or referral of a health care provider) for reconstructive surgery after an accident, injury, or for a condition that would likely result in a period of incapacity of more than 3 consecutive calendar days if untreated: e.g., cancer (chemotherapy); severe arthritis (physical therapy); kidney disease (dialysis).

Immediate Family: an immediate family member is a "spouse", "parent," "son or daughter."

A "spouse" is a husband or wife as defined or recognized under State law for the purposes of marriage (including common law marriage where recognized).

Although FMLA explicitly does not include unmarried civil unions in this definition, Brehm will allow civil unions to be included in this definition as defined in the Domestic Partner policy.

A "parent" is either a biological parent or an individual who stands or stood in the place of a biological parent to an employee when the employee was a child.

"Son or daughter" includes a biological, adopted, and foster child, as well as a stepchild, legal ward or a "child" of a person acting in the capacity of a parent, provided the child is under 18 years of age or over 18 years of age, but "incapable of self-care" because of a physical or mental disability.

Rolling 12 Month Period: The rolling 12 months period is measured backward from the date the employee uses FMLA leave (i.e., each time employee takes FMLA leave the remaining leave entitlement would be any balance of the 12 weeks which has not been used during the immediately preceding 12 months). The school uses the rolling 12-month method for calculating FML.

Intermittent: Intermittent leave is used primarily when the qualifying event is the employee's own serious health condition or the serious health condition of the employee's family member. Leave can be taken in groups of weeks, individual weeks, days or hours. The employee's or family member's health care provider must certify the need for the intermittent time.

Reduced Leave "Scheduling": This is leave that reduces an employee's usual number of working hours per workweek or hours per workday. As in the intermittent leave, reduced leave is primarily to accommodate the serious health conditions of the employee or his/her family member.

The school may deny requests for intermittent or reduced leave is requested for births, adoptions, or foster care placements.

The school may require employees who request intermittent or reduced leave to transfer temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than the regular position. The alternative position must have equivalent pay and benefits, but does not have to have equivalent duties. The school may also transfer the employee to a part-time job with the equivalent hourly rate of pay and benefits. A temporary transfer may not be a hardship to the employee or discourage an employee from taking such FMLA leaves.

### **Substitution of Paid Leave**

The school requires that the employee use accrued paid time to which they are otherwise entitled (e.g. sick, vacation or short term disability) which the school already provides, to cover all or part of their FMLA leave except where prohibited by local law. The use of accrued, unpaid time for FMLA leave is a substitution for unpaid leave and does not increase the available FMLA leave beyond a total of 12 weeks.

### **Benefits**

While employees are on Family and Medical Leave, their group health insurance coverage continues as long as they continue to pay their portion of the premium. Employees must arrange with the school how they will make their premium payments before or as soon as practicable after, the leave begins.

The school's obligation to maintain health benefits under the Family and Medical Leave Act will stop:

- if and when the employee informs the employer of an intent not to return to work at the end of the leave period;
- if the employee fails to return to work when the FMLA leave entitlement is used up;
- if the employee does not pay the health insurance premium for thirty days. A letter will be sent to the employee by the school stating that continuation of coverage depends upon receipt of premium payments within 15 days. In situations above, the employee will be notified of his/her COBRA rights and the cost of health insurance hereunder. Employees whose health insurance has lapsed as a result of not paying their premiums for more than 30 days will be reinstated immediately, upon their return from FMLA leave, under the group medical plan with the same rights and benefits as they had prior to FMLA leave, and with no pre-existing condition exclusions.

The school has the right to recoup from the employee premiums paid on his or her behalf by the school, if the employee fails to return from FMLA leave, as long as the failure to return is not due to another incident of the employee's illness or some incident out of their control. The school will recoup its share of the premium.

Life insurance, accidental death and dismemberment, long-term disability coverage will continue. Employees must make arrangements with the school to pay their long-term disability and voluntary life insurance while on leave.

Pension service credits and seniority continue to accrue as if the employee were still working. However, employee contributions to the 403(b) will be suspended until the employee returns to work.

Vacation, sick, personal days and holidays do not accrue while on family and medical leave (FMLA).

### **Return to Work**

An employee has the right to return to the same or an equivalent position with equivalent pay, benefits and other terms and conditions of employment. Employee's use of FMLA leave cannot result in loss of any employment benefit that the employee earned or was entitled to before using the leave.

Under certain circumstances where restoration to employment will cause substantial and grievous economic injury to its operations, the school may refuse to reinstate certain highly-paid "Key" employees after taking FMLA leave.

Employees who fail to: notify the school of their desire or intent to take FMLA leave; to certify or re-certify the need for the leave; to update the school weekly of their status while on leave; or to return to work when the leave has expired will forfeit their right to return to their own or an equivalent position.

### **Sick Leave Donation Policy**

Sick Leave Donation is a voluntary, confidential program that permits staff members to donate fully paid sick days to coworkers who are facing a non-work related, catastrophic, major health crisis, whether their own or that of a family member.

This policy is not intended to cover an employee who is experiencing a normal pregnancy, has a common illness, has an illness or injury covered by an employer-paid disability policy or worker's compensation, or has incurred injury during the course of committing a crime

Sick Leave Donation Policy Waivers: The Executive Director may waive, on a one-time basis, the requirement for the recipient of the sick leave to have a "catastrophic, major health crisis". Specifically, the Executive Director will determine if using donated leave is appropriate for an employee who does not have a major health crisis.

## **Bereavement Pay**

Full Time employees who have completed the probationary period are eligible for time off with pay in the event of a death in their immediate family.

Immediate family is defined as: mother, father, spouse, civil union, children, sister, brother, grandparent, mother or father in-laws.

If the death occurs within the area, the employee is eligible for three days off with pay. If considerable travel is required, the employee is eligible for five days off with pay.

The immediate supervisor and the Human Resources Director must approve any exceptions.

## **Jury & Witness Duty**

### **Jury Duty**

Full Time employees who have completed their probationary period are entitled to jury duty pay.

Employees who serve on a jury will receive their full pay for each day of jury duty on which they otherwise would have worked. Their pay will be the difference between the amounts of their regular wages minus the amount they receive for jury duty.

The maximum allowable time off with pay will be ten (10) days.

The employee must notify their supervisor and Human Resources as soon as notice is received to serve as a juror. The employee must submit a copy of the notice received to the Human Resources Department.

To receive a pay differential, the employee must present acceptable proof showing the dates served as a juror and the payment received for jury service.

Hours served for jury duty do not constitute time worked for the purpose of overtime..

During approved jury duty service the employee's benefits will remain in force.

### **Witness Duty**

Employees who are requested to perform witness duty on behalf of Brehm will be compensated according to the following

Exempt employees - no additional compensation other than the employee's full base pay salary will be made, with one exception: If it is the employee's day off, and the employee has been a witness for more than four (4) hours, only then will another day off be granted.

Non-exempt employees - will be paid for time, including travel, at the regular base rate of pay or, if applicable, at the overtime rate.

## **Salary Administration Policy**

The following policy applies to all salaried and hourly positions and regular, full-time and part-time employees, with the exception of officers. Determination of the salary policy is the responsibility of Brehm's senior management. The Human Resource Department is responsible for the day-to-day implementation of this salary administration plan. Senior management will review this plan periodically to insure that it is current, equitable, and competitive. Senior management reserves the right to revise or discontinue any or all of these policies, at any time, as circumstances warrant.

To this end, senior management will evaluate each job according to its value to the school, assign a job grade to each position, and establish a salary range for each grade. Senior management will review competitive salary data for each job and design a compensation structure that promotes internal pay equity and external pay competitiveness.

### **Base Wages**

Brehm maintains salary ranges for each position. Each position will be placed in a salary grade that establishes the value of the job in comparison with other jobs at Brehm. Each grade will have a range of permissible base pay and will be divided into a minimum salary ("Low") plus ("Mid Point") and ("High") ranges. Each employee's base salary is directly related to demonstrated performance and/or qualifications for the job. These ranges are reviewed annually for appropriateness within the competitive environment.

The "Low" defines the lowest permissible base pay within a grade, below which no incumbent should fall. New employees possessing the basic skills needed for a job will be paid within the first half of the applicable grade where appropriate.

The "Mid Point" of the salary range is the general standard for satisfactory performance by the qualified employee. Pay increases above the median are usually limited to employees demonstrating sustained and outstanding performance.

The "High" defines the highest base rate which can be paid to any person whose job is classified in that grade. Once an incumbent reaches the maximum salary in the grade range, the employee cannot receive further salary increases until the maximum ceiling is raised in response to competitive market value changes, or the incumbent is reclassified or promoted to a grade with a higher maximum. Employee longevity, in and of itself, is insufficient to warrant reclassification or promotion to a higher grade.

To obtain further increases in base compensation, employees must qualify themselves for more responsible positions in the organization. If an employee's job becomes more complex or its responsibilities significantly increase, Brehm will re-grade the job and set its salary range accordingly or promote the employee.

### **Wages for new positions**

Senior management will be responsible for ranking all new jobs. The Human Resource Department is responsible for preparing the pertinent job description and proposing the appropriate ranking for the job. The Human Resource Department will circulate the new job description and proposed ranking to the other members of senior management who must concur in the ranking before it becomes effective.

### **Request of Salary Increase**

Salary's are normally set for the entire fiscal year and will be reviewed annually. However, if during the course of the fiscal year, a salary increase is requested, the supervisor must gain approval from the Human Resource Department and the Chief Operating Officer.

Salary increase requests and performance appraisals are due to the Human Resources Department at least one (1) month prior to the expected date of the recommended salary change. Salary increases must be accompanied by a complete performance appraisal, or the salary increase will not be approved.

Effective dates of salary increases should coincide with the beginning date of a pay period.

Salary adjustments made during other evaluation periods must be approved by the Chief Operating Officer and the Executive Director.

All salaries are confidential. Only job grades and salary ranges for those grades are posted for position vacancies. Divulging or discussing one's salary with anyone other than one's immediate supervisor or speculating on the salary of another employee is not permitted. Employees who violate this practice will be subject to disciplinary procedures up to and including termination.

### **Employee Evaluations**

All employees of Brehm are evaluated at least annually. The performance evaluation process is to serve both the employees and Brehm Preparatory School, Inc. The process has multiple objectives. Examples are:

- Human Resource Issues
- Assistance in determining possible salary increases

- The effectiveness of training programs
- Potential transfer candidates
- Potential promotion candidates
- Possible termination of employment
- Employee Development
- Feedback and recognition
- Personal development
- Job goal setting
- Career planning
- Wage Increases

Each employee's performance and related compensation will be reviewed annually.

- After one year of supervision by the same supervisor for full time employees
- Annually afterwards for full time employees

The Human Resource Department will issue monthly notices to managing supervisors informing them which employees are due for evaluations in a given month and will forward performance appraisals to the appropriate supervisor.

Supervisors will review the performance evaluation with the employee before giving the evaluation to HR.

Once completed, the evaluation shall be placed in the employee's personnel file.

### **Transfers & Promotions**

When a job vacancy occurs within the present Brehm structure, all existing staff is notified of the vacancy.

Transfers that mutually benefit Brehm and the employee may be permitted and are at the full discretion of Brehm. A transfer, as distinguished from a promotion, is a change in jobs that may or may not be in the employee's present grade level. An employee's eligibility for transfer will be determined by the requirements of the new job, the employee's qualifications, length of service in the current job, past performance appraisals, and disciplinary record in current job.

Brehm prefers to offer promotions to current employees with the necessary qualifications and skills. Brehm, however, reserves the right to seek candidates from outside the school when



necessary. Job openings and promotions for which Brehm seeks current employees will be posted on the employee bulletin board.

Brehm reserves the right to make transfers and promotions without posting such notices.

### **Severance Pay**

Brehm Preparatory School, Inc. does not guarantee any type of severance pay or adhere to a set severance pay policy. The determination of whether or not to grant severance pay, and/or the amount of such pay shall be made on a case-by-case basis.

Severance pay is intended as temporary financial assistance to individuals whose jobs are lost through circumstances beyond their control such as a reduction in force or elimination of a position due to an organizational restructuring.

Under no circumstances will severance pay be offered for an employee who is terminated for misconduct or fired for cause

### **Educational Assistance**

Full Time Employees who have completed their probationary period and are not on a corrective action or disciplinary plan are eligible for educational assistance.

Advance written approval is required by the employee's supervisor and the Director of Human Resources.

### **Reimbursable Educational Expenses**

Depending on the employee's position and skills required to successfully complete their job, reimbursable educational expenses may include:

Tuition for courses offered for completion of a college degree;

Tuition/Registration for conferences, workshops or seminars;

Continuing education for licensure or;

Books or materials that related to the above or aid in the employee excelling in their job with Brehm.

Any job related educational program taken by an employee at the request of Brehm management will be paid for by the school.

## **Reimbursement**

To be reimbursed for such expenses, the employee must turn in receipts showing the cost of the tuition, registration, or materials.

Employees are eligible for up to \$250.00 per fiscal year for such expenses.

## **Short-Term Leave**

After five years of service a full-time employee may be granted one-year leave of absence without pay for medical or educational purposes.

The employee will be allowed to return to their same or similar position at the time of returning however the employee's rate of pay prior to taking leave is not guaranteed upon return.

If an employee is placed in a different position than the one vacated, their wages will be commensurate with the job duties.

## **Voluntary Resignation**

All Staff prior to vacating any position, if possible, give 30 days notice.

The resigning employee or his/her immediate supervisor is responsible for providing written notice of resignation. Written notice of resignation is forwarded to the Human Resources Department to be included in the employee's personnel file.

The staff person responsible for employment notifies the HR immediately and then in writing using a Payroll Change Notice within five days of a resignation notice.

The Human Resources Department notifies the Accounting Department of the resignation notice so any final financial obligations can be cleared.

Employees who resign are not paid beyond the effective date of their resignation. Accrued leave time is a part of the termination arrangement and is compensated for monetarily.

## **Involuntarily Termination**

The staff person administratively responsible for employment will follow procedures outlined in the Progressive Employee Discipline policy section prior to initiating involuntary termination of any employee.

When an employee is involuntarily terminated without completing the probationary period, written documentation for this action must be submitted to the COO.

The Chief Operating Officer notifies the Human Resources Department. Human Resources will then send a letter to the terminated employee confirming termination and any ability to continue Brehm provided insurance benefits through COBRA.

### **Employee Termination Pay Practices**

In accordance with all federal and state laws, terminated employees will receive accurate and prompt payment of all wages.

The manager will notify HR immediately when becoming aware of a termination.

Within five days of becoming aware of termination, the manager responsible for hiring will complete a Payroll Change Notice (PCN).

The manager should complete the PCN and mark the reason for separation (resignation or termination). All school-furnished property in the possession of the employee will be returned.

The completed PCN must be turned into the HR with the attached resignation letter.

For all terminations, the HR conducts an exit interview either by phone or in person.

### **Reduction in Force**

When necessary, a reduction in force at Brehm may occur.

Superior expertise, experience, job performance, and/or training will be considered in determining position elimination/reorganization.

Retirement at any specific age is not required by Brehm and will not be used as an incentive or criterion for layoff recommendations.

Job performance and adherence to work regulations is the only criterion for retaining a position at Brehm, except as modified according to the above criteria.

Every effort will be made, when circumstances allow, giving released employees a minimum of one (1) month notice.

### **Workers Compensation**

Brehm in accordance with the Workers' Compensation Law of the State of Illinois, provides for employees who experience a work-related injury, illness, disability or death by: 1) coverage of medical treatment; 2) a wage benefit for absences from the workplace because of injury or

illness; 3) permanent disability; 4) and/or death benefits.

Verified and approved claims are paid in accordance with the schedule, duration, and manner of payment specified by the Illinois Workers' Compensation Law. Brehm carries workers compensation coverage as required by law to protect employees who are injured on the job. This insurance covers medical, surgical, hospital, and dental treatment in addition to payment for loss of earnings that result from work-related injuries. The cost of this coverage is paid by Brehm.

When an employee is injured during work, regardless of how minor the injury, it is imperative that they immediately notify the supervisor. It is then the supervisor's responsibility to ensure that the Incident Report form is completed and submitted to the Human Resources Department. Immediate Care Centers should be used when possible; when an injury dictates, immediate transport to an emergency room at the nearest hospital is required.

The Human Resources Department will check the Incident Report form for completeness and accuracy and will forward to the insurance carrier.

Employees who lose time from work as a result of a work-related injury or illness are eligible for workers' compensation benefits. An Incident Report must be reported within 24 hours of the occurrence.

### **Employee Relocation Assistance**

Brehm Preparatory School, Inc. may, at its discretion, reimburse reasonable and customary relocation expenses for new hires that must relocate in order to begin employment with Brehm.

The most practical and cost-effective means to meet the relocation needs of the employee should be determined. Relocation benefits are not normally extended to positions less than a Director.

Reimbursement will be allowed only after an accurate expense report, accompanied by all necessary signatures and receipts, is submitted to payroll. Brehm assumes only the basic costs of the move itself including the costs for extra boxes and wardrobes. Special items, which require unusual precaution and moving firm packing or unpacking, are not considered reimbursable.

Expenses will be reimbursed with the payroll following the submission of the expense report. Relocation reimbursement will be subject to any applicable payroll taxes.

Employees who receive moving expense reimbursement are expected to complete and sign the Moving Expense Agreement.

# **SECTION IV**

# **OPERATIONS**

## **Safety**

Brehm's detailed safety procedures are listed in Brehm's safety manual.

## **Weapons**

No employee, volunteer, or contractor shall carry or possess any weapon, including a firearm or other deadly weapon, on or about his/her person while on Brehm property (leased or owned), in a Brehm vehicle or while acting in the course of employment/volunteering or contracting with Brehm.

## **Fire/Disaster Drills**

Brehm will conduct fire and disaster drills and will comply with all federal/state and local regulations regarding the safety of employees and students. Brehm Safety Office will document regular safety inspections, maintain written safety procedures, and conduct safety meetings.

All accidents/incidents will be reported to the Executive Director, Chief Operating Officer and appropriate staff as soon as possible. In the event of a serious safety incident, staff will report by phone through their supervisor to the Executive Director. A written report is due the next work day.

## **Risk Management**

The Chief Operating Officer will convene a Risk Management Committee at least quarterly to review any and all incidents for the purpose of implementing improvements. This review will include an overview of serious incidents, workers' compensation claims, and accident reports.

## **ID Badges**

All Staff will be issued a photo identification badge. Staff is to wear their identification badge at all times while on duty or on the property.

## **Student Contact**

Staff and volunteers will not seek or be allowed to have extensive one-on-one contact with students unless it is necessary for professional counseling purposes. Confidential meetings and counseling sessions should be conducted in a setting that is appropriate and with staff near by.

## **Occupational Safety and Health Act (OSHA)**

Brehm Preparatory School, Inc. will make every effort to provide an environment free from recognized hazards that could cause injury or harm to our employees.

Employees should take reasonable and necessary steps to protect property from loss or damage.

OSHA requires employers to maintain a log, which details workers' job-related illnesses or injuries. HR will maintain this Information for five years after the incident.

## **Crisis Management Policies**

The purpose of this Crisis Management Policy is to act as a guide for school administrators, employees, students and Board members as to how to address a wide range of potential crisis situations at Brehm.

Brehm's Crisis Management Plan was created in consultation with community response agencies and other appropriate individuals and groups likely to be involved in assisting with a school emergency. The type of crisis will dictate Brehm's response. Brehm's administration will develop tailored crisis management plans. These specific crisis management plans will include general crisis procedures and crisis-specific procedures. This plans will be maintained and updated each year.

## **General Crisis Procedures**

On-scene staff shall quickly assess the situation and gather facts.

The Executive Director, Associate Director or Chief Operating Officer shall immediately appoint any appropriate additional members of the crisis management team, to include volunteers or board members with expertise in certain areas.

The Executive Director will evaluate the need for an outside specialist (public relations or legal counsel, etc.) and will retain these persons if necessary.

The Chief Operating Officer will designate a central meeting site and time for further planning and distribution of workload and assignments. The COO will inform support personnel and receptionists regarding the handling of media calls or other inquiries.

Inquiries prior to preparation of this material are handled with the following response: "We are waiting for information. When it becomes available to us we will contact you immediately."

The crisis management team will reconvene after the crisis has passed and recovery has been initiated to evaluate the effectiveness of the overall plan and make recommendations for any necessary changes.

## **Brehm Spokesperson**

The Executive Director is the spokesperson in the event of a crisis. In the absence of the Executive Director, the Associate Director or Chief Operating Officer serves as spokesperson for Brehm. When deemed necessary, the Executive Director appoints another member of the management team as spokesperson; and the Communications Department works closely with that person to prepare all media releases and other information for public dissemination. The standard Brehm media relations policy is to be strictly adhered to by all employees and Brehm affiliates.

The Communications Department will coordinate release of information with outside personnel (emergency, fire, police and hospital) or other companies/agencies affected by the crisis whenever possible.

The Communications Department will communicate events to employees.

The Executive Director or designated staff member contacts appropriate board members, accrediting agencies, and constituents, carefully coordinating messages to maintain a unified voice and tone.

The Communications Department will report on crises via appropriate communications vehicles (i.e., school newsletter, local office newsletter, etc.)

## **Discussion of Circumstances or Cause**

No speculation regarding the circumstance surrounding or cause of any crisis, disaster, or accident is acceptable. Only when outside personnel (fire, police departments, etc.) have ascertained the cause of a particular disaster will statements be made to the media. Premature speculation can result in legal action against the Brehm. All staff should cooperate fully with law enforcement officers and emergency media personnel.

## **Release of Information**

The Communications Department controls the release of all information regarding a disaster or crisis situation. Protection of students, employees, and confidential Brehm documents and information is of primary consideration.

## **Elements of the School's Crisis Management Plan**

The Crisis Management Plan includes general crisis procedures for securing the building, classroom evacuation, building evacuation, campus evacuation, and sheltering. It designates the individual(s) who will determine when these actions will be taken. Each employee will have access to a copy of the Emergency/Disaster Preparedness Plan.



## **Crisis Response Teams**

The Executive Director, Associate Director and Chief Operating Officer will select a crisis response team trained to respond in an emergency. All team members will be trained to carry out the building's crisis management plan and have knowledge of procedures, evacuation routes, and safe areas. Team members must be willing to be actively involved with resolving crises and be available to assist when necessary

The Executive Director or designee serves as the leader of the crisis response team and the principal contact for emergency response officials. Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they should be aware of their role in responding to crisis situations.

## **Lock-Down Procedures**

Lock-down procedures will be used in situations that may result in harm to persons inside the school building, such as a shooting, hostage incident, intruder, trespassing, disturbance,. The Executive Director or designee will announce the lock-down over the public address system or other designated system. The alert will be made using a pre-selected code word. Provisions for emergency evacuation should be maintained even in the event of a lock-down.

## **Evacuation Procedures**

Classroom, building, and campus evacuations may be implemented at the discretion of the Executive Director or designee. Brehm's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the Executive Director or designee, as appropriate. Safe areas may change depending on the emergency.

## **Sheltering Procedures**

Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change depending on the emergency. The Executive Director or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for a building as part of the building-specific crisis management plan.

## **Assault/Fight**

These procedures apply to close contact physical confrontations including fistfights, knife assaults, and the use of other weapons, which require close proximity to result in a significant physical threat.

Ensure the safety of all students and staff.

Contact the Executive Director, Associate Director or Chief Operating Officer, or **911**, if necessary.

Contact Nursing and any CPR/First aid certified persons in the school building to handle medical emergencies until first responders arrive, if necessary.

Escort the combatants to the office keeping them away from each other and other students.

Notify the combatants' parent(s) or guardian(s) as appropriate.

Investigate by means such as obtaining statements from the combatants and witnesses; deal with the situation in accordance with school discipline and harassment and violence policies, as appropriate.

Notify law enforcement if a weapon was used or the victim has a physical injury causing substantial pain or impairment.

Document all activities.

## **Disturbance**

These procedures are for dealing with anyone causing or participating in a demonstration or disturbance at Brehm including individual students, student groups, or outside individuals or groups not associated with Brehm.

Notify the Executive Director of the disturbance.

During the disturbance, teachers should:

Keep students in classrooms and lock the door. Do not allow students out of the classroom until given an all-clear signal.

Make a list of students absent from the class.

## **Specific Incident Procedures**

### **Intruder/Hostage**

Individuals who pose a possible threat could include a sniper on campus, someone who may attempt to abduct or injure a student, or any unauthorized visitor without a legitimate purpose.

Procedures if notified of potential situation is developing on campus:

Implement lock-down procedures to secure the school building, to keep students inside and keep the danger outside of the building away from students and staff. A code word should be predetermined to alert staff when the school building will be secured and lock-down procedures initiated.

Procedures for the staff member who sees an unauthorized intruder:

If possible, have another staff person accompany you when approaching an intruder that does not indicate a potential for violence.

Walk away from the intruder if the intruder indicates a potential for violence. Do not attempt to disarm anyone with a weapon or physically restrain anyone who may be capable of inflicting bodily harm. Monitor the intruder leaving campus, if possible.

Call **911** and provide law enforcement agents with as much identifying information as possible (physical description, location in the school building, where the person is going, if the intruder is armed).

Witness to a hostage situation:

If the hostage taker is unaware of your presence, do not intervene.

Call **911** immediately, if possible. Give the dispatcher details of the situation; ask for assistance from the hostage negotiation team.

Seal off the area near hostage situation, to the extent possible.

Notify the Executive Director who may elect to evacuate the rest of the building.

The police or hostage negotiation team will assume command and control of the situation when they arrive.

If taken hostage:

Follow instructions of the hostage taker.

Try not to panic. Calm students if they are present.

Treat the hostage taker as normally as possible. Be respectful. Ask permission to speak. Do not argue or make suggestions.

**Serious Injury/Death**

Call **911**, but do not leave the victim unattended.

Contact a first aid provider (school nurse) or a member of the crisis response team.

Clear onlookers and isolate the victim.

Perform preliminary first aid, if trained.

## **Shooting**

These procedures apply to snipers inside or outside of the school building or any other firearm threat that poses an immediate danger.. Procedures for staff and students if a person threatens with a firearm or begins shooting:

If outside: Staff and students should go inside the building as soon as possible. If staff or students cannot get inside, they should make themselves as compact as possible, put something between themselves and the shooter, and not gather in groups.

If inside: Staff, students and visitors should turn off the lights, lock all doors and windows, and close the curtains, if it is safe to do so.

Staff, students and visitors should crouch under desks without talking and remain there until the building administrator gives an all-clear signal.

Take roll call and notify the Administration Office of any missing students or staff, when it is safe to do so.

## **Suicide**

Intervene prior to an attempted suicide, as appropriate. Try to calm the suicidal person.

Prevent others from witnessing a traumatic event, if possible. Isolate the suicidal person or victim from other persons. Remain calm and reassure students.

Call **911** if the person dies, needs medical attention, has a weapon, or needs to be restrained.

Notify the school psychologist or counselor, Executive Director, Associate Director, or appropriate crisis intervention or mental health hotline.

The Executive Director or Associate Director will activate the crisis response team.

Stay with the person until counselor/suicide intervention arrives. **DO NOT LEAVE A SUICIDAL PERSON ALONE.**

The Executive Director will notify the parent(s) or guardian(s) if the suicidal person or victim is a student or a family member if the person is a staff member.

## **Grief-Counseling Procedures**

The recommended grief counseling procedures will provide for initiating a grief-counseling plan utilizing available resources such as the school psychologist, counselor, community grief counselors, or others in the community. The grief-counseling procedures will be used whenever determined by the Executive Director or Associate Director, such as after an assault, a hostage situation, shooting, or suicide. The grief-counseling procedures should include the following steps.

Meet with school counseling staff to determine the level of intervention for students and staff (was the crisis on campus, were there student or staff witnesses, etc.).

Designate specific rooms as private counseling areas.

Escort siblings and close friends of the victim(s) and other highly stressed students and staff to counselors.

Prohibit the media from questioning students or staff.

Follow-up with students and staff who receive counseling.

Resume normal routines as soon as possible.

## **Student Rights**

Brehm students have the right to receive service free from prejudice due to the student's race, ethnic group, language spoken, handicap, disabling condition, religion, age, and financial disadvantage.

Brehm students have the right to receive service in a safe, clean, and accessible environment.

Brehm students have the right to have input into their treatment, educational or care plans, length of treatment, and discharge plans.

Brehm students have the right to review their records under the conditions of the release of records policy.

Brehm students have the right to refuse treatment and medication unless law or court order limits the student's rights. The student will be informed of the consequences of refusing treatment by staff. In the case of a minor student, the custody holder will be notified of refusal of treatment.

Brehm students have the right to choose their own religious beliefs and practices. Minor students in care may be restricted from unusual, destructive religious practices. Children in care may be encouraged to attend religious services, but will not be coerced to participate in religious services. Every effort will be made to provide students with the opportunity to participate in religious services, celebrations, etc. in keeping with their religion.

Brehm students have the right to safe, humane, and clean living environments free from ridicule, coercion, abuse, and neglect. Children have the right to nutritious meals and snacks, storage for private items, visits, phone calls and mail, age appropriate education, and recreation within the Brehm school published guidelines and procedures.

### **Student Record Retention/Release of Information**

Student records include but are not limited to paper or electronic files, documents, pictures, billing and admission information. Staff will not leave student information visible on computers or desktops when they are not present.

Staff maintains student records while the case is open and active. Records are maintained in locked filing cabinets in locked office suites when not under the direct supervision of staff. Access to student records is limited to staff who have a need to utilize the record.

When confidential student information is destroyed, it must be shredded.

On a periodic basis, regulatory personnel (i.e. auditors, licensing and regulation, accrediting staff, and contract monitors) will have access to student records. A Brehm staff member must monitor this access.

Once student service terminates and the case is closed, the record will be maintained in a separate file. Records will be maintained either in paper or electronic format indefinitely unless local, state or federal requirements state otherwise.

### **Release of Student Records**

Brehm's records are confidential, private records owned by the school. These records contain information of a personal nature and are not subject to public access.

Student records include all books, papers, photographs, cards, tapes, letters, reports, discs, computer records, microfiche, records, logs, or other documentary materials owned, prepared, used by, in the possession of, or retained by Brehm pertaining to Brehm students.

In certain instances Brehm Preparatory School, Inc. may be bound by the United States HIPAA law (Health Insurance Portability and Accountability Act). When these instances occur, Brehm will comply with all provisions of the HIPAA law.

In addition to HIPAA, Brehm Preparatory school, Inc. follows The Family Educational Rights and Privacy Act (FERPA) which is a Federal law that protects the privacy of student education records.

FERPA gives parents certain rights with respect to their children's education records. These rights transfer to the student when he or she reaches the age of 18 or attends a school beyond the high school level. Students to whom the rights have transferred are "eligible students."

Parents or eligible students have the right to inspect and review the student's education records maintained by the school. Brehm is not required to provide copies of records unless, for reasons such as great distance, it is impossible for parents or eligible students to review the records.

Parents or eligible students have the right to request Brehm correct records, which they believe to be inaccurate or misleading. If Brehm decides not to amend the record, the parent or eligible student then has the right to a formal hearing. After the hearing, if Brehm still decides not to amend the record, the parent or eligible student has the right to place a statement with the record setting forth his or her view about the contested information.

Brehm must have written permission from the parent or eligible student in order to release any information from a student's education record. However, FERPA allows Brehm to disclose those records, without consent, to the following parties or under the following conditions:

- School officials with legitimate educational interest;
- Other schools to which a student is transferring;
- Specified officials for audit or evaluation purposes;
- Appropriate parties in connection with financial aid to a student;
- Organizations conducting certain studies for or on behalf of the school;
- Accrediting organizations;
- To comply with a judicial order or lawfully issued subpoena;
- Appropriate officials in cases of health and safety emergencies; and
- State and local authorities, within a juvenile justice system, pursuant to specific State law.

Brehm will notify parents and eligible students annually of their rights under FERPA. Notification will be by letter to parents provided in the move-in package.

## **Limitations**

Records or portions of records will be withheld in the following circumstances:

Items retained by Brehm obtained from secondary sources including school districts, courts, or mental health professionals are not to be re-released. Parties requesting such information may be referred to the primary source to obtain these items.

Psychological, psychiatric, mental health, testing, family assessment, and other material that requires the interpretation of a professional.

Persons denied access to records may make a written appeal to the Chief Operating Officer.

## **Personnel Records**

All personnel files and records are the property of Brehm Preparatory School, Inc. Employee personnel records are confidential and are available only on a “need-to-know” basis. For example, supervisors may review personnel files of employees they supervise. Other supervisors may review job-related information (such as work experience, education skills, and performance) of an employee being considered for promotion or transfer to that supervisor’s department.

Employees may examine relevant portions of their personnel file by scheduling an appointment with the Human Resources Department. During the review of the file, a representative from Brehm Preparatory School, Inc. will be present to answer any questions the employee may have. Documents may not be removed from the file, although the employee may request photocopies of documents in the file. Additionally, employees may submit written statements for inclusion in their personnel file.

Unless otherwise required by applicable federal or local law, elements of the file which are excluded from an employee’s inspection of his/her file include:

- Records containing information relating to an investigation of a possible criminal offense
- Letters of reference
- Documents prepared for use in court grievances

To ensure appropriate standards for confidentiality and completeness of personnel information, the following data will be kept in a file regardless of status (i.e. active or terminated).

### Employee Related Documents

- |                               |  |
|-------------------------------|--|
| 1. Employment Application     | 6. Employee Handbook Acknowledgment  |
| 2. Reference Checks           | 7. Attendance Policy Acknowledgement   |
| 3. Offer of Employment Letter | 8. Pre-Employment Tests  |
| 4. New Employee Checklist     | 9. College Transcript or Verification of High School Diploma (if Applicable) |
| 5. Exit Interview             |  |



- 10. Copy of Licensure (If Applicable)
- 11. Letters of Recognition
- 12. Employee Information Sheet

- 13. Photo ID Card
- 14. Resignation Letter

Payroll Related Documents

- 1. Signed W-4 and Other City/State/Federal Tax Forms
- 2. Payroll Change Notices
- 3. Request for Direct Deposit
- 4. Employee Payroll Deduction Form
- 5. Unclaimed Wage Information

Employee Benefit Related Documents

- 1. Cobra Forms
- 2. 403B Retirement Forms
- 3. Proof of Death
- 4. Beneficiary Information
- 5. Evidence of Insurability
- 6. Performance Related Documents
- 7. Employee Evaluations
- 8. Coaching/Disciplinary Documents

Miscellaneous Documents

- 1. Confidentiality Statement
- 2. Internet Access Form
- 3. Code of Conduct

Separate Files

Certain Personnel information must be kept in separate employment files. The following documentation will be kept in a separate employee file.

Medical Information

- 1. Drug Testing Results
- 2. FMLA Request and FMLA Certification of Health Care Provider
- 3. Physicals
- 4. ADA Information related to medical conditions or accommodations needed

Worker's Compensation

- 1. First Report of Injury
- 2. Investigation Report
- 3. Medical Certifications and/or Doctors Notes

## Miscellaneous

1. Grievances
2. EEO Charges
3. Litigation (Civil Suits)
4. Credit Verification
5. Garnishments, Levies, Wage Assessments

### Records Retention

Federal, state and local governments have established rules governing the period of **time, which** personnel related documents must be retained.

Brehm will keep all employee files intact for seven (7) years after the termination of employment but records will be transferred to an electronic format after termination of employment.

### **Release of Personnel Information**

All inquires made by outside parties (i.e. potential employers, investigative agencies, etc.) for personnel information relating to a current or former employee must be routed to the Human Resources Department.

Information about a current or former employee may not be disclosed to anyone outside Brehm Preparatory School, Inc. without the individual's written permission except under an order from a court or government entity or when there is a determination made that it would be in Brehm's best interest to disclose information to protect its students or other employees or volunteers. Brehm reserves the right to withhold any employee data.

Exceptions to this include the Human Resource Department disclosing:

- The employee's job status
- Job Titles Held
- Dates of Employment
- Beginning and Ending Wages
- Eligibility for Re-employment

### **Student Disciplinary Procedures**

The goal of all disciplinary action will be to help the students assume responsibility for his/her actions and to learn to correct behavior. Discipline will be based on the developmental needs and will be consistent with the child's treatment, care, or education plan. Brehm staff,

residential staff and volunteers will employ proper discipline techniques and will refrain from punishment and abusive practices.

Discipline will be properly administered and, as much as possible; will promote self-control and positive regard for others and for self.

Appropriate discipline include natural and logical consequences; restriction of privileges; time; restitution; early bedtime; increased supervision; productive work projects; writing essays related to infraction; apologies, etc.

In addition to discipline techniques, positive reinforcement and encouragement will be used to reinforce proper, positive behavior. Re-enforcers may include positive feedback, extra privileges, individual attention, etc.

No harsh, degrading, unnecessary, or unusual punishment will be administered. The following practices are not allowed:

- Ridicule, verbal abuse or threats, derogatory, or humiliating comments.
- Physical punishment including spanking, slapping, hitting, pushing, pinches, kicking, twisting limbs, pulling, or grabbing hair, etc.
- Denial of food, water, shelter, medical care, sufficient sleep, clothing, or bedding.
- Denial of the right of a child to have clean clothing and personal hygiene items.
- Delegation of discipline to another child or group of children.
- Denial of communication with or visiting with the family for the purpose of punishment.
- Assigning physically strenuous exercise or unproductive work solely as punishment (i.e., moving rocks from one pile to another).
- Requiring a child to remain silent for long periods of time.
- Placing a child in locked room
- Fixed body positions and mechanical restraints.

Staff and volunteers will report any suspicion of inappropriate or prohibited discipline to the proper Brehm staff member for immediate investigation. This should include a self-report of any inappropriate action.

### **Reporting Suspected Child Abuse or Neglect**

When a employee or volunteer suspect abuse or neglect of a child, the Illinois Department of Child and Family Services will be notified immediately. Brehm Administration will ensure that local laws, hotline numbers, etc. are written as procedures to be used in conjunction with this

policy. The person with knowledge of suspicion of abuse must ensure a report is made. Staff members are not discharged from their responsibility simply by reporting to a supervisor.

When a child reports any allegation of past or present abuse or neglect, a report will be made to child protective services. Toll free reporting numbers will be made available to staff in each location. Staff will not interfere with child abuse investigations. When an employee has been named as a suspected perpetrator, he/she may consult their private attorney prior to giving statements. Statements regarding alleged abuse made to supervisors or other Brehm personnel are not privileged communications.

## **THE ILLINOIS TOLL-FREE**

### **CHILD ABUSE HOTLINE IS**

#### **1-800-25-ABUSE**

#### When an Employee or Volunteer is Suspected of Abuse:

The Executive Director will ensure that the alleged perpetrator is separated from the child immediately.

All available information is reported to the supervisor immediately who then initiates a report to senior management including the Chief Operating Officer and Executive/Associate Director.

A medical exam of the child may be conducted if deemed applicable by authorities.

Child Protective Services and the child's legal guardian are notified by Brehm staff.

An Incident Report is completed.

A staff member accused of abuse may be temporarily removed from supervision of children and reassigned, suspended with pay, or suspended without pay. This decision will be made by appropriate supervisor in consultation with the Executive/Associate Directors, and Human Resources.

#### **Sexual Abuse Between Children:**

Sexual contact between children may be considered abuse depending on the age and other circumstances of the incident. Staff will consult with child protective authorities and experts as needed to help determine when a report should be made.

When any employee suspects sexual activity or sexual abuse between youth:

The youth will be separated immediately.

Executive/Associate Directors will be notified.

Appropriate authorities will be consulted regarding a report (i.e. Child Protective Services, law enforcement, etc.).

An Incident Report will be completed.

Members of the therapeutic team will meet to determine appropriate action.

A medical exam will be conducted (if deemed applicable) as soon as possible.

Parents or guardians will be notified, and documentation will be completed as soon as possible.

### **Guidelines for Reporting Abuse:**

Ensure that the child has been removed from danger or harm and provided with medical treatment if necessary (seek medical treatment in the case of alleged sexual abuse or physical abuse that results in injury).

The supervisor of the program as well as the Chief Operating Officer and Executive and Associate Directors are notified and in turn notify child protective authorities.

Unless the allegation is made against the legal guardian, the legal guardian will be notified.

An Incident Report is completed.

All reports of alleged abuse will include the following:

The child's name.

The name of the alleged perpetrator.

The nature and extent of the alleged abuse or neglect.

The name and address of the child and the person making the report.

The time, day, and date the report was made.

### **Student Threat to Harm Self or Others**

In the event a student presents a danger or threat to self or others, Brehm will take specific steps to minimize the risk to the student or others. These steps will include consultation with the supervisor, therapeutic team or mental health consultant, and notification of the parent/guardian. Under no circumstances will staff make decisions about handling situations in isolation. Other members of the therapeutic team will be consulted.

## **Danger or Threat to Others**

When it appears a student presents an imminent and immediate danger to others, staff will take measures to notify the threatened parties and/or proper authorities. This will occur when the threat to others clearly supersedes the student's right to confidentiality.

## **Danger or Threat to Self/Suicide**

In the event of an attempted or completed suicide, program staff will employ crisis management procedures immediately. The Executive Director or Associate Director will be notified immediately.

Under no circumstances will a staff member or volunteer attempt to deal with suicidal behavior alone. The therapeutic team must always be notified. All signs, comments, and suspicion of suicide behavior must be reported immediately to the treatment team, supervisor, or senior clinical person.

Any suicide attempt that results in harm to the student or completed suicide will be reported to the Chief Operating Officer and parent/guardian immediately.

## **Automobiles, Use of Fleet, Personal & Rental**

### **General Information**

Brehm supplies a fleet of vehicles for school use. Employees who need to travel on school business should always use a Brehm vehicle before their own private vehicle. If an employee chooses to use their own vehicle when a vehicle from the Brehm Fleet is available the employee forfeits claim to mileage reimbursement.

Brehm vehicles will not be used for personal use unless a temporary loan of vehicle within Brehm is arranged by the Chief Operating Officer

Drivers of Brehm vehicle will complete a vehicle inspection form before and after completing the trip. The driver is responsible for leaving the vehicle ready for the next driver to include at least a half a tank of gas and no garbage inside the vehicle.

All persons traveling in Brehm vehicles are required to wear a seat belt.

Smoking is not allowed in Brehm vehicles.

If an employee drives a Brehm vehicle, for any reason as part of their job duties, they are required to inform their immediate supervisor and Human Resources of any traffic tickets,

moving violations or warnings incurred while in either a Brehm vehicle *or in their own personal vehicle*.

### **Use of Personnel Vehicle for Brehm Business**

Brehm Preparatory School, Inc. shall reimburse employees using a personal vehicle for school business at the annually communicated rate per mile. The mileage must be reported on the employee's expense report. The mileage rate paid covers all expenses including gas, maintenance, insurance, and any other expense.

Employees using personal vehicles for Brehm business are required to carry automobile insurance with a minimum coverage of \$100,000/\$300,000.

In the event of an accident, the employee's policy provides primary coverage. The employee is responsible for any deductible on their personal policy.

Brehm's insurance policy provides secondary coverage and becomes effective only after the employee's policy has paid, or the coverage on that policy is exhausted.

The rate the employee pays for personal insurance is likely to be impacted by the fact that the vehicle is used at least in part for business. The responsibility for informing the insurance carrier to this regard lies with the employee.

### **Vehicle Rentals**

When renting a vehicle for use on Brehm business, reject the insurance offered but be certain the rental agreement is in Brehm's name. Brehm insurance will cover the risk without the additional insurance coverage cost. Sign the contract "Brehm Preparatory School, Inc." by "employee name." Initial the insurance "Brehm Preparatory School, Inc." by employee initials.

When renting a vehicle for use on Brehm business, the following steps should be followed:

- Complete travel request indicating the dates the rental vehicle is required and have it approved by supervisor.
- Forward the travel request to the Travel Manager in Administration.
- Unless otherwise approved, car rentals will be made through the rental company designated by Brehm's travel manager.

### **Automobile Fleet Maintenance**

An annual safety inspection by a certified mechanic is performed on all Brehm vehicles with inspection documentation submitted to the Facilities Office for Brehm files.

A vehicle maintenance record is maintained for each Brehm vehicle. The vehicle maintenance form provides a record of the current condition of vehicle, routine maintenance, mileage, and repairs performed. Computerized vehicle maintenance records are maintained by the Nursing Office and stored on the Brehm share drive under Vehicle Maintenance Records

## **Transportation**

Brehm Preparatory School, Inc. strives to provide only the safest of transportation. In order to ensure students' safety the following guidelines are in force:

Prior to driving a Brehm vehicle, staff and volunteers will submit a copy of their current drivers' license to the Director of Human Resources.

Prior to driving students in a personal vehicle, staff and volunteers will provide a copy of their current insurance card to Human Resources

Staff members who drive students must be at least 21 years of age, have a valid driver license, and a safe driving record. A person is excluded from driving students with any of the following:

- any form of DUI, DWI, or similar charge within the past five (5) years;
- any traffic tickets or moving violations where the driver was in speed excess of 15mph over the legal speed within the last two (2) years;
- two (2) or more speeding tickets for 1mph to 14mph (or combination of speeding tickets and moving violations) over the legal speed, within the last three (3) years.

If, while employed, a staff member or volunteer falls under the conditions outlined above herein, the employee will be suspended from driving for Brehm immediately pending an investigation by Brehm's Chief Operating Officer.

If an employee is found to have driven a Brehm vehicle in a reckless manner that endangered the driver and/or students, the employee will be suspended from driving for Brehm immediately pending an investigation by Brehm's Chief Operating Officer.

Staff whose jobs require the ability to drive students may be terminated.

The driver and all passengers are to use seat belts at all times.

Brehm driver's primary job when driving is to drive the vehicle in a safe manner. Employees and volunteers must not be distracted by events inside the vehicle. To avoid distractions, the volume on vehicle radios as well as any portable music devices will be kept at a normal level (other passengers must be able to still be able to talk to each other.) Drivers will not join in singing with the students if the students choose to do so.



Brehm expects all employees and volunteers will use appropriate caution when traveling by Brehm vehicles and are expected to abide by any and all laws, including following all posted speed limits.

Employees should use appropriate caution if a child's behavior becomes volatile or agitated when riding in the vehicle. If needed, the driver should pull the car to the side of the road until the child's behavior has de-escalated, and it is safe to continue driving.

The use of a cell phone is prohibited when the vehicle is in motion. Employees should move the vehicle to a safe place prior to using a cell phone.

### **Cell Phone Usage**

The cellular telephone is for official business only. The use of cellular equipment owned by Brehm Preparatory School, Inc. to make or receive personal calls is discouraged, although it is understood that usage for personal reasons may be necessary on a case-by-case basis.

### **Procedure**

Cell phones have been issued in each vehicle and for departments determined to have a need. Cell phones located in the vehicle blue travel bag are to be used in emergency situations only (i.e. accidents, injury, travel/flight delays, etc).

If the cell phone statement reflects personal calls, these calls will be billed to the staff making the phone calls.

### **Cell Phone Reimbursement**

When it is beneficial from a cost basis, Brehm will reimburse employees when they use their personal cell phone for work purposes instead of Brehm providing them a phone. The reimbursement rate will be 75% of what it would cost Brehm to provide a phone and service. The COO will determine who gets reimbursed.

### **Conflict to Carrying out Duty**

It is understood that situations may arise in which the prescribed course of treatment or care for a student may be in conflict with the personal values or religious beliefs of a staff member. In such situations, it is the responsibility of the employee to immediately notify his/her supervisor or department head and to request that the employee be excused from participating in a particular aspect of treatment/care of the student.

The supervisor or department head will make a decision on the request. As permitted by the situation, this request must be committed to writing as soon as reasonably possible and must

include the specific aspects of care from which the employee is requesting to be excused and the reasons for making the request.

The requesting employee is responsible for providing appropriate student care until alternative arrangements can be made. Refusal to provide care will result in disciplinary action up to and including termination. In no circumstances will a request be granted if it is believed that doing so would negatively affect the care of a student.

It must be realized that for reasons of staffing limitations, it may not be possible to grant a request. Employees may request a transfer to another department or position in which conflict of care issues are less likely to occur.

### **Conflict of Interest – Financial**

Employees, Board Members, and Consultants who act on Brehm's behalf have an obligation to avoid activities or situations, which may result in a conflict of interest or the appearance of conflict of interest. Employees must not use their positions to influence outside organizations or individuals for the direct financial, personal or professional benefit of themselves, members of their families or others with whom there is a personal relationship.

- Any employee, board member, volunteer, consultant, or officer must disclose the following potential conflicts of interest:
- Any transaction between Brehm and an employee, board member, volunteer, consultant, or officer in his/her personal capacity.
- Any transaction between Brehm and an employee, board member, volunteer, consultant, or officer of their immediate family or a close relative.
- Any transaction between Brehm and another corporation or organization of which an employee, board member, volunteer, consultant, officer, or a member of his/her immediate family or close relative is also a director, officer or trustee.

Brehm will enter into a transaction involving a potential conflict of interest of the type described above only if the board determines that the terms of the transaction are at least as favorable to Brehm as would be from any other comparable source and only after observing the following procedures:

The interested employee, board member, volunteer, consultant, or officer must disclose the material facts concerning his/her interest in the transaction to his/her supervisor or board of director and such disclosures should be made in writing.

No employee, consultant, or board member of Brehm Preparatory School, Inc. can have any interest, direct or indirect, in Brehm's property leases or assets.

Board members should disclose potential conflicts of interest through protocol described in Board of Trustees policy and procedure manual.

## **Automatic External Defibrillator (AED)**

The document is intended to provide guidance to administrators and responders of the early defibrillation program in order to ensure a rapid response to victims of sudden cardiac arrest (SCA) in Brehm Preparatory School.

The Coordinator for Brehm's early defibrillation program is the Nursing Administrator.

Only those individuals who have successfully completed an approved (American Heart Association or American Red Cross) CPR/AED training program within the past two years and have a current course completion card may utilize the AED.

Brehm has selected the HeartStart Onsite defibrillator for its early defibrillation program. The AED is located in the new All Purpose Building gym area, on the north wall.

## **Maintenance**

The HeartStart defibrillator requires little maintenance. It performs daily tests to assure the device is ready for use, and is equipped with a status indicator that shows if the device is ready for use. It will be maintained in accordance with the HeartStart Defibrillator *Instructions for Use*.

Nursing personnel will inspect each defibrillator according to the recommendations in the defibrillator Instructions for Use, in order to assure that the device is ready for use and that all supplies are present and have not reached the use-before or install-before dates on the packaging. Any problem with the defibrillator or related emergency equipment shall be reported to Nursing personnel immediately.

## **Medical Response Documentation**

Each incident involving the use of the AED will be documented and returned to the Nursing department. Documentation will include date, time, location, reason for use, outcome of use, responding EMS assistance, and equipment used and replaced. If the AED is activated, all data collected will be completed and sent to the physician advisor and the EMS Coordinator, Southern Illinois Healthcare.

## **Bulletin Boards**

Information that must be posted includes the following:

OSHA Safety and Health Protection poster

Minimum Wage, Overtime, Equal Pay, and Child Labor poster

Equal Opportunity Policy poster

Unemployment Insurance Coverage poster

Polygraph Protection Act Poster

Information and numbers instructing how to report child abuse

Illinois Labor Laws

No solicitation items are allowed on Brehm bulletin boards that do not directly related to Brehm's operations.

## **Communication**

The brand identity of Brehm Preparatory School, Inc. (Brehm) can only be established through accurate and consistent usage throughout the world. Alterations and distortions of our common name and logo dilute their impact, weaken our identity, and endanger the legal protections afforded by our trademarks. Uniform use of our name and logo is essential for creating an internationally recognizable identity and as a reference for our various offices.

Brehm name, logo, and identity will only be used in strict accordance with the guidelines listed below. The Brehm name, logo, and identity may not be used in any way that is misleading. Unless the Chief Operating Officer grants specific permission in writing, the Brehm name, logo, and identity may not be used in a manner that suggests or implies Brehm endorsement or approval of any person, product, service, or activity. Without prior written consent of the Chief Operating Officer, neither employees, contractors, nor volunteers may license or otherwise authorize the use of the Brehm logo or identity by third parties in any manner.

Brehm colors are Blue and Gold. To ensure faithful color reproduction, always use the Pantone Matching System (PMS). If an outside supplier is used, be sure to provide them with these formulas (depending on whether the job is printed with custom color or process inks) to ensure correct color reproduction.

Any questions about Brehm name or use of the Brehm logo should be directed to the Coordinator of Communications

## Media Requests

Brehm Preparatory School, Inc. has a responsibility to disseminate information about its programs and activities and to be responsible to media queries. Unauthorized, uninformed, or spontaneous comments to the media can result in inaccurate or unfavorable presentations about Brehm. It is essential that Brehm speaks with a unified voice and presents a consistent, factual message about its activities.

Statements concerning official positions, policy or matters affecting Brehm are only to be communicated to the public through the Executive Director, Associate Director or Chief Operating Officer.

## Media Relations

The Executive Director is the official spokesperson for Brehm followed by the Associate Director and the Chief Operating Officer. The Chief Operating Officer handles all media relations and is the coordinating source for all media, new releases, inquiries, or announcements.

The Communications and Development Department will assist personnel with the development of news releases, responses to media inquiries, and provide notice of releases directly concerning their operations. All Brehm news releases, public service announcements, and advertisements are reviewed and released by the Communications and Development Department to ensure consistency of style, format, and message.

Occasionally, a reporter will make contact directly with an acquaintance or familiar name within the organization. Reporters often call several people within the organization for information and a quick answer. Rather than risk potentially conflicting, unclear, or erroneous responses, we need to ensure the Brehm position is stated effectively and consistently in a reasonable time frame. Even if an employee or board member is familiar with the reporter, the only response to any inquiry will be "I cannot comment on that; you will need to contact our Communications Department."

When any media representative contacts an employee or board member, the employee or board member should immediately notify the Communications and Development Department.

## Personal Communication Devices at Work

### Purpose

Brehm Preparatory School, Inc ***disallows*** the use of personal communication devices ***when*** such activity undermines the integrity of an individual(s) rights to privacy, affect the quality of our student's education, and interferes with the efficient operation of Brehm. This policy serves to define the use of personal communication devices that individuals may bring into the work or

issued by Brehm. While Brehm does not wish to unreasonably constrain the use of such devices, Brehm's responsibility to ensure that they are used in a reasonable manner and to ensure the integrity of proprietary information, and also respect individual rights to privacy.

## **Definitions**

**Personal Communication Devices** – Electronic media or communication devices like, but not limited to, cell phones, pagers, text pagers, wireless devices, etc.

**Employee** – Any individual employed directly by Brehm.

**Volunteer** - Any individual who volunteers their time to work with Brehm faculty, staff and/or students.

**Guest/Visitor** – Any individual who does not meet the definition of “Employee” above.

**Working Time** - The period of time designated for the performance of actual job duties and responsibilities, either on the Brehm campus or on Brehm sponsored event off-campus.

## **Application**

This policy applies to all Brehm employees, volunteers, guest and visitors while on the Brehm premises.

### **1. Personal Communication Devices**

While at work employees are expected to exercise the same discretion in using personal communication devices as is expected for the use of Brehm provided phones. Excessive personal use during the workday, regardless of the device used, can interfere with employee productivity and be distracting to others. A reasonable standard is to limit use during work time to no more than once or twice per day as needed. Employees are therefore asked to use the personal communication devices on non-work time and breaks, and to ensure that friends and family members are aware of Brehm policy. Flexibility will be provided by an employees' immediate supervisor in circumstances demanding immediate attention.

### **2. Camera Phones and Video Recorders**

Brehm prohibits the use of cameras or video recorders in the workplace, including camera phones, as a preventive step believed necessary to secure employee privacy, trade secrets and other business information. Not all Brehm students and/or their parents have signed a photo release for taking pictures of the student. Brehm personal must be aware of this limitation when they desire to take a picture of student involvement in an event. In addition, Brehm faculty and staff members may not want their picture taken at an event and posted on the Internet.

### 3. Safety Issues for Personal Communication Devices Use

Employees whose job responsibilities may include regular or irregular operating a motorized vehicle or heavy duty or power equipment or machine are expected to refrain from using the device while operating a motorized vehicle or equipment. Safety must come before all other concerns. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Regardless of the circumstances, including slow or stopped traffic, employees are strongly encouraged to pull off to the side of the road and safely stop the vehicle or turn off the power equipment before attempting to use the device. If use of the device is unavoidable and pulling over or turning off the equipment or machine is not an option, employees are expected to keep the communications short, use hands-free options if available, refrain from discussion of complicated or emotional discussions and keep their eyes on the road or on the use of the equipment or machine. Special care should be taken in situations where there is traffic, inclement weather or the employee is operating a motorized vehicle in unfamiliar area or in experienced with operating the equipment or machine.

Employees who are charged with a moving or traffic violation or involved in a near miss accident resulting from the use of a personal communication device while operating a motorized vehicle or heavy duty equipment, power tools or machines during work time are required to immediately report the incident to their immediate supervisor. Employees involved in incidents involving moving or traffic violations will be solely responsible for all liabilities that result from such actions and can be subject to disciplinary action up to and including discharge, with exception to reporting near miss accidents. In near-miss-accident situations, the immediate supervisor may restrict the use of such devices during work time.

All employees and volunteers who drive Brehm vehicles or use their own vehicle to transport Brehm students must annually sign Brehm's Vehicle Driver Policy Acknowledgement Statement.

### 4. Management Responsibilities

As with any policy, management employees are expected to serve as role models for proper compliance with the provisions above and encouraged to regularly remind employees of their responsibilities in complying with this policy. Managers are also required to notify the Chief Operating Officer or Human Resource Manager of all reported moving or traffic violations and near miss-accidents.

#### **Unacceptable Use/Violations**

Anyone who fails to comply with the standards outline in this policy or use a device inappropriately while on premises or while driving will be subjected to Brehm disciplinary

policies, up to and including termination of employment or restricted from using personal communication devices during scheduled work time or while on the Brehm campus.

### **Crisis or After-Hours Media Requests**

In the event of a sudden or unanticipated incident that may garner news media attention, your immediate supervisor, the Executive/Associate Directors should be notified of the event as soon as possible.

If an employee is contacted by the media and notified that an event has occurred, the employee should get the reporter's name and phone number and immediately contact the Executive Director.

If such an event occurs after hours or if any employee is contacted at home with a media inquiry, the call should be directed to the Executive Director.

If the Executive Director is out of town or not available then the Associate Director should be notified.

In the event of a crisis situation, the crisis management plan becomes effective immediately.

### **Guidelines for Giving Interviews**

Once you have been selected, as the appropriate spokesperson for Brehm, the Communications and Development Department will help prepare you for the interview.

Always be fair, friendly, and factual in answering questions.

Normally, you are expected to comment only on matters within your area of expertise. Occasionally, a reporter may ask you to comment on a subject outside your area of expertise. If you do not wish to comment, do not hesitate to tell the reporter so. Refer the reporter to the Executive or Associate Director, Chief Operating Officer, or the Communications and Development Department if his or her question can be best answered by other persons within Brehm.

Some reporters may ask you to comment on a controversial issue with the promise that, if you wish, your name will not be used. It is not wise to do so.

You should not give a personal opinion on any subject when conducting an interview on behalf of Brehm.

You should not assume that you will see the reporter's story before it is published or broadcast. Reporters are under no obligation to show copy. If scientific or technical data is involved, you



might suggest the reporter check his or her story back with you for accuracy, particularly if the reporter is not a writer specializing in the field. If time permits, some reporters are willing to check their technical data back with the source to assure accuracy.

When an interview is broadcast, remember people in radio and television news usually can report only the barest essentials of a story. They are looking for succinct answers to one or two questions. It is best to avoid time consuming details, rambling explanations, and complicated answers. The longer the interview, the more relaxed and unguarded the interviewee becomes. Remember, a positive broadcast interview can appear very negative if the final edit highlights an unguarded, off-the-cuff remark.

Remember, whether in face-to-face or telephone interviews, you always have the right to ask a reporter to read back to you the notes he or she has taken on what you said. This is particularly helpful if you lose your train of thought because of a distraction or if you think the reporter may not be following an important point.

Avoid making “off-the-record” comments.

After every interview, the involved employee(s) or Board member(s) will contact the Communications and Development Department to give a report concerning the interview.

## **Computer Systems**

To remain competitive, better serve our customers and provide our employees with the best tools to do their jobs, Brehm makes available to our workforce access to one or more forms of electronic media and services, including computers, e-mail, telephones, voicemail, fax machines, external electronic bulletin boards, wire services, online services, intranet, Internet and the World Wide Web.

Brehm encourages the use of these media and associated services because they can make communication more efficient and effective and because they are valuable sources of information about vendors, customers, technology, and new products and services. However, all employees and everyone connected with the organization should remember that electronic media and services provided by the school are school property and their purpose is to facilitate and support school business. All computer users have the responsibility to use these resources in a professional, ethical, and lawful manner.

To ensure that all employees are responsible, the following guidelines have been established for using e-mail and the Internet. No policy can lay down rules to cover every possible situation. Instead, it is designed to express Brehm’s philosophy and set forth general principles when using electronic media and services. Please see the Employee handbook for addition rules, regulations, and explanation.

## **Computer Use Regulations**

In addition to this policy, all employees and volunteers are bound by Brehm's Computer Use Regulations. All staff and volunteers shall have access to (and if requested, given a copy of) the regulations.

### Prohibited Communications:

- Electronic media cannot be used for knowingly transmitting, retrieving, or storing any communication that is:
- Discriminatory or harassing;
- Derogatory to any individual or group;
- Obscene, sexually explicit or pornographic;
- Defamatory or threatening;
- In violation of any license governing the use of software; or
- Engaged in for any purpose that is illegal or contrary to Brehm's policy or business interests.

## **Personal Use**

The computers, electronic media and services provided by Brehm are primarily for business use to assist employees in the performance of their jobs. Limited, occasional, or incidental use of electronic media (sending or receiving) for personal, non-business purposes is understandable and acceptable, and all such use should be done in a manner that does not negatively affect the systems' use for their business purposes. However, employees are expected to demonstrate a sense of responsibility and not abuse this privilege.

## **Access to Employee Communications**

Generally, electronic information created and/or communicated by an employee using e-mail, word processing, utility programs, voicemail, telephones, Internet and bulletin board system access, and the school does not review similar electronic media. Brehm does routinely gather logs for most electronic activities or monitor employee communications directly, e.g., telephone numbers dialed, sites accessed, call length, and time at which calls are made, for the following purposes:

- Cost analysis;
- Resource allocation;
- Optimum technical management of information resources; and

- Detecting patterns of use that indicate employees are violating school policies or engaging in illegal activity.

Brehm reserves the right, at its discretion, to review any employee's electronic files and messages to the extent necessary to ensure electronic media and services are being used in compliance with the law, this policy and other school policies.

Employees should not assume electronic communications are completely private. Accordingly, if they have sensitive information to transmit, they should use other means.

### Software

To prevent computer viruses from being transmitted through the school's computer system, unauthorized downloading of any unauthorized software is strictly prohibited. Only software registered through Brehm may be downloaded. Employees should contact the system administrator if they have any questions.

### Security/Appropriate Use

Employees must respect the confidentiality of other individuals' electronic communications. Except in cases in which explicit authorization has been granted by school management, employees are prohibited from engaging in, or attempting to engage in:

Monitoring or intercepting the files or electronic communications of other employees or third parties;

Hacking or obtaining access to systems or accounts they are not authorized to use;

Using other people's log-ins or passwords; and Breaching, testing, or monitoring computer or network security measures.

No e-mail or other electronic communications can be sent that attempt to hide the identity of the sender or represent the sender as someone else.

Electronic media and services should not be used in a manner that is likely to cause network congestion or significantly hamper the ability of other people to access and use the system.

Anyone obtaining electronic access to other companies' or individuals' materials must respect all copyrights and cannot copy, retrieve, modify or forward copyrighted materials except as permitted by the copyright owner.

## Encryption

Employees can use encryption software supplied to them by the systems administrator for purposes of safeguarding sensitive or confidential business information. Employees who use encryption on files stored on a school computer must provide their supervisor with a sealed hard copy record (to be retained in a secure location) of all of the passwords and/or encryption keys necessary to access the files.

## Participation in Online Forums

Employees should remember that any messages or information sent on school-provided facilities to one or more individuals via an electronic network—for example, Internet mailing lists, bulletin boards, and online services—are statements identifiable and attributable to Brehm.

Brehm recognizes that participation in some forums might be important to the performance of an employee's job. For instance, an employee might find the answer to a technical problem by consulting members of a news group devoted to the technical area.

## **Student Information Systems**

Brehm utilizes a comprehensive Client information system (CIS) that contains sensitive and confidential information. The following rules are in force:

Brehm employees are restricted to authorized databases and will not access information outside their area.

Not permitted to download or transfer Brehm data without proper authorization. In the event confidential data is copied to a diskette or other format, the staff member will ensure that the data is secure at all times, i.e., not left in cars, sitting out at home, in an unsupervised briefcase, etc.

Brehm employees who enter confidential information on a personal or home computer must obtain prior permission from the MIS Director and must ensure that the information is secure from any other user of that computer.

Brehm employees will not transfer any Brehm student or personnel files through the Internet unless protected and authorized. Staff will not place confidential information in e-mail to outside parties without proper security, i.e., encryption. Consult the MIS Director on this issue prior to any action.

When transferring confidential information through Brehm's internal e-mail system, staff will take utmost care to ensure the information is marked confidential and that only staff with a need-to-know have access to it.

Will not divulge their password to any one under any circumstances, unless directed to do so by their supervisor or MIS Director.

Brehm employees will log off their computers when they are not in the vicinity to directly supervise access to their computer.

Brehm employees who access to Brehm servers from home computers must first be authorized by senior management and then set up by the MIS Director.

### **Violations**

Any employee who abuses the privilege of their access to e-mail or the Internet in violation of this policy will be subject to corrective action, including possible termination of employment, legal action, and criminal liability.

# **SECTION V**

# **FINANCE**

## **Books & Records**

Reporting accurate, complete and understandable information about the school's business, earnings and financial condition is an essential responsibility of all employees. It is not the exclusive responsibility of the school's accounting personnel to ensure that the school's accounting and financial records are accurate and complete. If you have reason to believe that any of the school's books or records are not being maintained in an accurate or complete manner, you are expected to report this immediately to your immediate supervisor, a member of management, or the Board of Trustees. Similarly, the school relies on you to speak up if you feel that you are being pressured to prepare or destroy documents in violation of school policy. You also should speak up if you become aware that any misleading, incomplete or false statement has been made to an accountant, auditor, attorney or government official in connection with any audit, or other examination or filing.

## **Financial Statements and Accounts**

Brehm Personnel are responsible for ensuring transactions are reported accurately, completely and in appropriate detail if you are involved in supplying any kind of supporting documentation, determining account classification or approving transactions.

Brehm personnel will prepare financial statements according to generally accepted accounting principles and other applicable accounting standards and rules, so that the statements fairly and completely reflect the operations and financial condition of the school.

## **Signing of Checks**

To ensure appropriate check and balances, all checks drawn on Brehm Preparatory School, Inc. bank accounts require two signatures.

The Board of Trustees must authorize all signatories for Brehm; currently four members of the Management Team hold such authority – Executive Director, Associate Director, Chief Operating Officer and Business Manager.

Payroll checks are managed through ADP payroll services and are signed via ADP services.

## **Expense Reports**

Employees will be reimbursed for their actual business costs upon submission of an approved Employee Expense Report with original receipts attached.

Advances for cash, direct-billed hotel charges, direct-billed airline costs, etc. must be included in the Expense Report for approval and deducted at the bottom under "Amounts Paid by School."

Expense reimbursements are either included on the employees' paychecks as additions to their net earnings and, therefore, should be turned in according to the payroll calendar sent out to all employees at the beginning of the calendar year or may be cut with a manual check.

### **Use of Brehm Credit Cards**

Certain employees will be assigned Brehm credit cards based on need. When possible, Brehm Credit Cards should be used for all expenses incurred while traveling on Brehm business in lieu of cash.

Purchase orders should be used for all expense anticipated to be charged to the credit card including travel, materials, supplies, etc. Purchase orders are not required when using the gas company charge cards.

Charge receipts must be attached to the purchase order when the card is turned back into administration.

Receipts for fuel charges on the gas company charge cards will be turned in with the card. Employees will write the vehicle description for which the purchase was made, along with the drivers' name on the back of the charge slip.

Any charges incurred on Brehm credit card that do not have an accompanying receipt or documented on an expense account form will be the charged against the employee. Employees may either pay reimburse Brehm directly for expenses or request the amount to be withheld from their next paycheck.

**Employees will not write down the credit card number for future use.** Employees not following procedures will be prohibited from using Brehm credit cards.

### **Lost Receipts**

If an employee made a purchase and does not have the receipt, that employee must complete and sign Brehm's Lost Receipt acknowledgement form when the credit card is returned to the Administration Building.

### **Business Operating Procedures**

#### **Invoice Payment Systems**

Brehm Preparatory School, Inc. is exempt from the payment of State Sales taxes. However, Brehm Preparatory School, Inc. is responsible for payment of hotel taxes and certain local and special use taxes. An authorized certificate of exemption must be presented at the time of purchase and/or when reservations are made.



Invoices will be received throughout the month with payments made at the end of the month. Payments can be made upon request on an as-needed basis.

Invoices for items purchased under a contract (i.e., copier leases, care leases, office space rent, etc.) will be paid according to the contract terms and charged to the appropriate department. The department head will not receive a copy of the invoice for approval.

Invoices for goods and service as well a capital requests require a purchase order with prior approval.

Brehm prefers to receive an invoice for goods and services and discourages the payment of items by check or cash at the time of purchase, unless the item or service is of an infrequent or non-recurring nature. Brehm will establish credit terms with vendors as appropriate. For direct-billed items (i.e., Office Depot, Sam's Wholesale, etc.), the sales receipt should be coded and forwarded to accounts payable to await billing from the vendor.

1099's will be mailed from the school office at the close of the calendar year as appropriate. Therefore, it is imperative that the correct Tax ID numbers and addresses are received on all vendors.

Unused checks are to be stored in a lock cabinet or safe.

Prior to signing all checks will be reviewed first by the Business Manager and then by the Chief Operating Officer for business appropriateness, receipts and documentation, proper approvals, and coding.

All check registers must be signed off by the Business Manager and logged onto the cash control sheet before entry into the cash register book.

Any check returned or voided will be mutilated by cutting off the signature line, and the original check will be kept in the check register book along with the voided check register.

All registers will be forwarded to the Business Manager or designee to perform the bank reconciliation to the general ledger and to the cash control sheet.

## **Expense Accounts**

Certain members of Administration may be authorized to hold an "Expense Account" due to the nature of travel and work.

The Board of Trustees must approve all persons authorized to have an Expense Account.

Brehm will reimburse individuals for expenses incurred while on approved school business. Expenses may include hotel room and tax, meals, and gas (for rented vehicles).

Expenses incurred outside Brehm must be paid directly by that person and submitted to the school on the regular Expense Account Form no less than monthly. Receipts and explanations must support all expenses; expenses without receipts will not be reimbursed.

### **Expense Accounts/Cash Advances**

Executive Staff who have business expense accounts (cash advances) must document all charges on the appropriate expense account form and attach all applicable receipts.

The employee's expense account may not be used for expenses that fall within normal reimbursement guidelines (meals, mileage, hotel, airfare, etc). The expense account is to be used when credit card use is not feasible such as entertaining of clients, drinks, taxi-cabs, hotel tips, etc.

All expenses must be reported within five days of travel.

All cash advances must be accounted for and the unused balance must be returned via cash, check or money order payable to Brehm Preparatory School, Inc.

### **Limitations**

Air travel arrangements must be made at least two (2) weeks in advance in order to receive reduced rates.

The ranking manager must approve exceptions to the two (2) week notice.

All air travel must be in coach class, and employees are expected to use the lowest logical airfare available.

Traveling employees may retain frequent flyer program benefits.

The Brehm travel manager will make car rental, hotel, and airline ticket reservations

Employees who travel 400 miles or less roundtrip are required to travel by ground transportation.

If two or more employees are traveling to the same destination, they will travel in the same vehicle.

Exceptions or variations will be addressed on a case-by-case basis.

## **Petty Cash**

The Administration Office maintains a petty cash account to pay for emergencies, non-recurring items, and other minimal costs that are valued at less than \$25.00.

In no instance should payments to employees, subcontractors, temporary employees, or volunteers be made from petty cash. These payments require tracking for internal accounting and/or tax reporting purposes.

Petty cash is reimbursed on a recap statement by the accounting department with all supporting paperwork and proper coding and approval.

The reimbursement should take place on a monthly basis. There should, therefore, be a sufficient petty cash balance on hand to enable the office to operate for at least a month. The Business Manager will monitor the needs to ensure there are adequate funds to fulfill the needs of that office.

## **Non-Budgeted Spending**

Items purchased that fall within the School's budget need no other approval other than outlined in this Policy & Procedure manual.

For expenses outside the approved budget that are operational in need, the Executive Director holds discretionary spending power up to \$5,000 without Board approval. Any expense, outside of the approved budget, that has a total cost over \$5,000 the Finance Committee and Chairman of the Board of Trustees must be notified and their approval granted.

## **Procurement**

In order to provide the best value and to be in compliance with federal and state guidelines the following procurement procedures have been established.

All employees should avoid purchasing unnecessary items.

Costs of purchases must stay within the budgetary constraints set forth at the beginning of the year.

Any purchase for a capital item must have an approved purchase order. Additional steps may be required as outlined below.

Where appropriate, an analysis should be made between leasing and purchasing alternatives to determine which would be the most practical and economical.

Solicitation of goods and services must include a clear and accurate description of the material/item needed.

Requirements and all other factors to be used in evaluating a bid or proposal along with a description of the technical requirements.

Where feasible and practicable, preference should be given to products and services that conserve natural resources, protect the environment, and are energy efficient.

Positive efforts shall be made to utilize small businesses, minority-owned firms, and women's business enterprises whenever possible.

Contracts should only be made with responsible contractors who possess the potential ability to perform successfully under the terms and conditions of the proposed procurement.

### **Purchasing Ranges with Specific Instructions**

#### **\$0 - \$500**

Non-competitive: Compare price and quality and get the best buy on every purchase. No Senior Management approval required; purchase must be within the budgetary constraints.

#### **\$500.01 - \$5,000**

Competitive – Informal: Get three (3) bids or prices (telephone bids are acceptable) and document such; requires management approval.

#### **\$5,000.01 - \$10,000**

Competitive – Formal: Solicit three (3) written bids and document such; these expenditures require Senior Management approval.

#### **Over \$10,000**

Competitive – Formal: Solicit written bids from all providers serving the corporation's geographic area and document such bids; these expenditures require Senior Management approval and review by the Board of Director's Finance Committee.

#### **Over \$25,000**

Must follow all instructions as specified above for "Over \$10,000" and a pre-award review may be requested.

All purchases requiring bids must be submitted to the Accounting Department on an approved Purchase Order Form accompanied by bidding documentation. Other related documentation must be attached to enable the approving Senior Manager to make an informed decision.

## **Purchases of Equipment**

Equipment is defined as an article of non-expendable tangible personal property having a useful life of more than one year and an acquisition cost of \$500 or more per unit. The following general guidelines apply to equipment purchases:

Purchasing procedures, as defined above, apply to equipment purchases.

Equipment purchases over \$500 are capital items and must be depreciated for cost-reporting purposes.

## **Fund Accounts**

Brehm Preparatory school, Inc. will maintain records to account separately for funds from restricted and unrestricted sources.

### Restricted Funds

Funds received and monies spent will be assigned account numbers that will ensure they are being used according to the purpose they were granted. Assets purchased with such funds will be tagged accordingly so that usage and disposal will be according to the original agreement. Funds may be co-mingled with other funds for investment purposes but will retain their separate identity for ultimate use.

### Unrestricted Funds

Funds received as unrestricted, upon acceptance, shall be used in the general fund for operations. Investment earnings on unrestricted funds shall be assumed to be unrestricted.

## **Fixed Assets**

The Finance Division will maintain a complete record of fixed assets over \$1,000 in value and currently in service throughout Brehm.

## **Definitions**

Property is defined as any capital or non-capital tangible item that is purchased, donated, or acquired through trade, regardless of value or condition. Capital equipment includes all equipment that is not permanently affixed to buildings, has a useful life greater than two years, and has a unit cost of \$1,000.00 or more; except for items predominantly composed of glass, rubber, cloth and equipment held for resale. Capital equipment is inventoried every two years.

Sensitive non-capital equipment is all equipment that does not meet capital equipment specifications, but is deemed necessary to be inventoried because it may easily be converted to

personal use and/or must be controlled to meet external reporting requirements. Sensitive non-capital equipment is inventoried every three years. Each department is responsible for ensuring proper use, care, maintenance, and safekeeping of all property.

## **Valuation**

Purchased equipment is valued at the invoice price. Donated equipment is valued at its fair market value at the time of donation. The valuation of constructed or fabricated equipment includes all identifiable costs such as blue prints, component parts, materials, and labor. Valuations also include additional costs necessary to make the equipment usable for the purpose for which it was acquired. Examples of additional costs include freight, on-floor delivery, accessories, and installation costs.

## **Component Parts**

Component parts that individually cost less than the capitalization level, but when combined exceeds this measure are capitalized when purchased as a functional unit. For example, when a monitor, keyboard, printer, and CPU are purchased separately, and each part costs less than \$1,000.00, but the functional unit exceeds \$1,000.00, the purchase is capitalized. Conversely, when purchasing a keyboard and printer only, the individual items are only capitalized if its purchase price exceeds \$1,000.00.

## **Replacement Parts**

Subsequent replacements and enhancements made to a unit are capitalized if they meet the capital equipment specifications. Replacement parts that are acquired as part of normal repair and maintenance are not capitalized.

## **Constructed or Fabricated**

Constructed or fabricated equipment is capitalized if the cost of material and labor incurred by the University is \$1,000.00 or more and its useful life is two or more years. Labor cost is included when it is supported by documentation from an external source or an in-house shop. Documentation normally includes internal or external requisitions.

## **Acquisition Methods**

Property may be acquired through purchase orders, long-term financing, lease-purchase agreements, and donations. When department receives property, the Accounting Department is notified and initiates the tagging process and updates the equipment inventory list. Copies of the purchase order and invoice are also sent to the Accounting Department. It is the responsibility of the individual department heads to ensure that property is acquired in accordance with this policy.

## **Purchase Orders**

Departments can acquire property by submitting a Purchase Order to the Accounting Department, who assists in the selection of the source and issues the Purchase Order.

## **Long-term Financing**

Capital equipment may be acquired through long-term financing or a lease-purchase agreement, which is handled by the Accounting Department.

## **Donations**

Departments may acquire capital equipment through donations. Donated equipment is capitalized if it meets the capital equipment specifications on the date of gift. The receiving department works in concert with the Fund Development Department to insure a donor letter is received that indicates the fair market value of the item. The Fund Development Department then ensures the Accounting Department receives a copy.

## **Tagging and Inventory**

Upon notification of capital equipment acquisition, the Accounting Department issues a Brehm identification number(s) and tags the equipment by affixing the tag number to the property.

The Accounting Department prepares and submits an annual equipment listing and quarterly update of the capital equipment assigned to each custodian account. Department Heads review the reports for accuracy and completeness.

## **Disposal Methods**

If a department wishes to dispose of property, the Accounting Department is notified. Property may be transferred, recycled, traded-in, or deemed surplus/obsolete/unserviceable in accordance with the guidelines listed below.

Property deemed surplus or transferred to an outside institution requires approval from the Chief Operating Officer. Written approval must be received from the COO prior to final disposition. The equipment is then disposed of in compliance with federal, state, and University policies.

Equipment bought with Brehm funds may not be transferred to another institution, unless Brehm is reimbursed for the fair market value or book value (whichever is greater) of the equipment. Negotiations that involve a trade of equipment must have prior approval of the Department Head.

## **Off Campus Use**

Off campus use of Brehm property is exclusively for business-related purposes contributing to the school's mission. Prior approval from a Director/Associate Director or COO is required for the use of Brehm property outside of Brehm's facilities.

## **Purchases of Used Equipment**

Employees may purchase used equipment of suitable quality if Brehm's best interests are served.