

# Employee Handbook for Administrative Staff

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# Our mission is to bring the real world to business education and leadership development.

We believe that great leaders change lives, organizations, and society for the better. Our charge is to cultivate and liberate these unique individuals.

Fulfilling this mission requires a fresh and distinctive approach – one that is rooted in the realities of business and isn't afraid to challenge tradition. The foundation is a community of business executives who come together to share their experience to help others grow. It embodies a different attitude and mindset including:

- A deep commitment, rooted in caring, to put clients, their teams, and our students first.
- A view that the relationships we build are for the long term, not transactional.
- A culture that is nimble and continuously adapts and innovates to deliver great value to all we serve.
- A deep understanding of how adults learn and how organizations can leverage learning to drive strategic change.

This is Lake Forest. Every Day. Always.

#### HISTORY

Added 1/1/2021

The post-World War II economy was growing rapidly. While seasoned talent was available, they lacked the breadth of experience necessary to qualify them for increasing responsibility. To meet the challenge, three leading Illinois companies – Abbott Laboratories, Fansteel Metallurgical Corporation, and Johns-Manville Products Corporation – partnered with Lake Forest College in 1946 to form the Lake Forest College Industrial Management Institute (IMI). IMI provided practical, applicable management knowledge and experience to help managers meet rapidly changing business needs.

IMI soon evolved into Lake Forest Graduate School of Management. In the 1960s, LFGSM became the independent, nonprofit graduate school of management that it is today. In 1978, the Higher Learning Commission (HLC) accepted LFGSM for accreditation. A year later, the Illinois Board of Higher Education (IBHE) recognized LFGSM as a Master of Business Administration (MBA) - granting institution.

Today many of our competitors like to say that they offer applied learning programs that are directly applicable to students' work environments. At LFGSM we like to say it's in our DNA, because that's what we've been doing since 1946 and it's why our faculty are 100% business executives.

# Who We Are

Lake Forest Graduate School of Management is a collaborative learning community dedicated solely to the advancement of business leadership competencies for business professionals. Our community is comprised of business-professional students, alumni, volunteers, Business Leader Faculty (R), and donors, as well as some of the largest and most successful corporations in the Chicagoland area. We are committed to supporting lifelong learning, business leadership, and measurable career and business impact. Our unique collaborative community identifies emerging business trends and challenges, creates and supports broad leadership competencies, instills emotional connections, builds relationships and networks, encourages discovery, and contributes to professional leadership advancement. Our alumni, Business Leader Faculty (R), and Board members hold key positions at leading companies. Volunteer alumni mentors support students with the type of feedback and guidance that can only come from someone who has walked in their shoes. Finally, LFGSM's leadership team is comprised of seasoned business and education leaders who bring extensive, hands-on experience to everything we do.

LFGSM has grown to be one of the largest graduate management programs in the Midwest. Our graduate degrees are specifically designed for accomplished professionals

who want to develop strong leadership skills and a broader perspective of critical business functions in order to advance their careers.

Lake Forest's Center for Leadership (C4L) is committed to providing high quality, non-degree business management education. The Center for Leadership derives a portion of its content, faculty, and course delivery from the graduate degree program. Equally important, the insight that the Center gains into emerging business trends contributes to the continuous enhancement of the graduate degree program curriculum.

# What We Teach

Our practical, experiential programs leverage the deep insights of our faculty and employ research-based adult learning principles. Beyond learning contemporary business concepts, theories and practices, our students develop critical thinking and leadership skills, which result in advanced business acumen and more sophisticated executive decision-making capabilities. Less experienced learners develop and practice the necessary business acumen and decision-making capabilities to fast-forward their careers. This results in business professionals who can make measurable positive contributions to their careers, their organizations, and their communities.

LFGSM continually works to improve the quality, relevance, and depth of our graduate-level business leadership degree programs. We are committed to assess and deliver learning in order to help our students obtain the desired business impact. We work with the business community to maintain a dynamic dialogue with business leaders that continually reinforces our connection to the stakeholders we serve. These strong, reciprocal relationships are extremely important to the continued value of LFGSM graduate degree programs and The Center for Leadership. LFGSM faculty and administration help the School and its students continually improve through assessment of measurable learning outcomes and subsequent analysis.

We continually seek out the most current business thinking and experiential educational elements to integrate into our course content and delivery. Our mission requires us to ensure that our graduates properly apply their learning for business impact. Our belief that "Great Leaders Change Lives" and our emphasis on the LFGSM Leadership Model thread through all programs and course goals.

# The Leadership Model

The LFGSM Leadership Model grounds our curriculum and approach to teaching. For over 70 years, LFGSM has been empowering working professionals with the tools to make a

difference in their organizations and communities. We believe a leader is someone who inspires others, changes lives, and propels businesses forward. The LFGSM Leadership Model is the core of our degree programs and drives our curriculum and approach to teaching. In the business environment, professionals must be ready not only to adapt to change, but also to lead change. Throughout the curriculum, students will explore and experience each of the five aspects of the Leadership Model, giving them the tools they need to become a successful leader.



#### **SELF-AWARENESS**

Understand and manage personal strengths and weaknesses to optimize leadership impact.

#### **ENGAGING OTHERS**

Actively identify and nurture talent to build effective teams and productive working relationships.

#### **AGILITY**

Ability to see things from different perspectives, develop big picture ideas, and drive change.

#### **INNOVATION**

Creatively assess customer/market needs, make organizational assumptions, generate ideas, and execute change.

#### STRATEGIC VISION

Lead the creation and execution of a strategic vision that improves the bottom line, productivity, and culture of the organization.

# Leadership Learning: The LFGSM Learning and Teaching Philosophy

The LFGSM Leadership Learning approach provides innovative, affordable, and accessible business leadership education solutions that address emerging business challenges and get measurable business results. The learning environment — whether in the classroom or online — is about experience, providing a practical approach to business leadership education that enables students to "learn it today, use it tomorrow." Graduate degrees and corporate learning programs are based in business leadership skills, are action-focused, and use a variety of experiential learning methods that are directly linked to the

capabilities companies need to face the dynamic complexities of today's business environment.

The activities, materials, and learning technologies used at LFGSM mirror the business world. We encourage students to be forward thinking, take ownership of their learning experience, practice what they learn, and engage in active participation as individuals and in teams. The goal is to provide opportunities for students to apply their insights directly and immediately, supporting their ability to utilize relevant concepts and tools while using technology that is present in the business environment.

Facilitated discussion, case studies, computer simulations and exercises, role-play, team projects and presentations help students apply their learning to current workplace projects to achieve business impact. Students build skills and confidence while developing a greater understanding of the relationships among disciplines.

LFGSM believes that effective business education occurs when Business Leader Faculty interact with business professional students in a manner that incorporates research-based, best-practice teaching techniques and technologies. Accordingly, the curriculum is structured to allow maximum opportunities for students to learn by doing. This approach allows the faculty to bring their "real world" experience into the learning environment, through focused content delivery, effective use of technology, and structured opportunities that allow students to practice, review, and learn from others. Students practice their skills by applying them to both simulated and real business situations.

Amended: 7/1/2017

Lake Forest Graduate School of Management's culture focuses on five guiding principles; Positivity, Innovation/Creativity; Teamwork, Change Ambassador and High Touch. We strive daily to integrate these principles in all of our actions.

# **Positivity**

Consistently be open to new ideas and be willing to offer constructive solutions as a positive means to reach the best possible result for the School. Demonstrate through action a positive approach to challenges and everyday situations.

# nnovation/ Creativity

Consistently evaluate and proactively improve our people, processes, programs, and services for greater effectiveness, flexibility, efficiency and value. Demonstrate through action by looking at situations through a new lens, try new approaches, take risks, etc.

# Teamwork

Build mutually respectful relationships across the School, actively seek opportunities to collaborate, meet deadlines and responsibilities, listen to others, value opinions and promote a team atmosphere that is respectful, responsive and flexible. Demonstrate through action by volunteering at School events, stepping in to help out fellow colleagues, etc.

# **Change Ambassador**

Grow and learn continuously. Be flexible. Demonstrate through action a willingness to internalize new concepts and identify what individuals could do to help each other move through the change process more effectively.

# **H**igh Touch

Actively anticipate and exceed customer expectations by providing and promoting solutions at a good value; address and resolve customer issues fairly, quickly, and efficiently. Demonstrate through action that all customers are the responsibility of ALL staff.

Above all, we are many individuals of integrity and honesty. This is our commitment and our pledge to our colleagues, customers, associates, faculty, alumni, and friends; and these are the values that we aspire to engender in our students.

Amended: 7/1/2017 Supersedes: 2/1/2015

The Graduate School maintains a variety of benefit programs. With the exception of legally mandated benefits, no employee benefits are provided to faculty members, contractors, or temporary employees. Full Plan documents and summaries are available through Human Resources.

#### **Definitions**

**Regular Full-Time Employee:** An employee scheduled to work at least 30 hours per week on a continuous basis.

**Regular Part-Time Employee:** An employee scheduled to work less than 30 hours per week on a continuous basis.

**Temporary Employee:** An employee scheduled to work on a temporary basis with a defined beginning and end date.

**Contract Employee** A worker hired for a specific job at a specific rate of pay. A contract employee does not become a regular addition to the staff and is not considered a permanent employee.

**Fiscal Year:** The School's fiscal year begins on July 1 and ends on June 30 of the following year.

**Break in Service:** An approved leave of absence of up to 90 days (26 weeks in the case of military or veterans FMLA leave) will not constitute a break in service. Employees on leave of absence of more than 90 days (with the exception of military or veterans FMLA leave) will be considered terminated.

# CONSOLIDATED OMNIBUS BUDGET RECONCILIATION ACT (COBRA)

Amended: 2/1/2015

This guideline has important information about your right to COBRA continuation coverage, which is a temporary extension of coverage under the LFGSM Benefit Plan. This guideline explains COBRA continuation coverage, when it may become available to you and your family, and what you need to do to protect your right to get it. When you become eligible for COBRA, you may also become eligible for other coverage options that may cost less than COBRA continuation coverage.

The right to COBRA continuation coverage was created by a federal law, the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA). COBRA continuation coverage can become available to you and other members of your family when group health coverage would otherwise end. For more information about your rights and obligations under the Plan and under federal law, you should review the Plan's Summary Plan Description or contact the Human Resources Department.

You may have other options available to you when you lose group health coverage. For example, you may be eligible to buy an individual plan through the Health Insurance Marketplace. By enrolling in coverage through the Marketplace, you may qualify for lower costs on your monthly premiums and lower out-of-pocket costs. Additionally, you may qualify for a 30-day special enrollment period for another group health plan for which you are eligible (such as a spouse's plan), even if that plan generally doesn't accept late enrollees.

#### What is COBRA continuation coverage?

COBRA continuation coverage is a continuation of Plan coverage when it would otherwise end because of a life event. This is also called a "qualifying event." Specific qualifying events are listed later in this notice. After a qualifying event, COBRA continuation coverage must be offered to each person who is a "qualified beneficiary." You, your spouse, and your dependent children could become qualified beneficiaries if coverage under the Plan is lost because of the qualifying event. Under the Plan, qualified beneficiaries who elect COBRA continuation coverage must pay for COBRA continuation coverage.

If you are an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

- Your hours of employment are reduced, or
- Your employment ends for any reason other than your gross misconduct.

If you are the spouse of an employee, you'll become a qualified beneficiary if you lose your coverage under the Plan because of the following qualifying events:

• Your spouse dies;

- Your spouse's hours of employment are reduced;
- Your spouse's employment ends for any reason other than his or her gross misconduct;
- Your spouse becomes entitled to Medicare benefits (under Part A, Part B, or both); or
- You become divorced or legally separated from your spouse.
- Your dependent children will become qualified beneficiaries if they lose coverage under the Plan because of the following qualifying events:
- The parent-employee dies;
- The parent-employee's hours of employment are reduced;
- The parent-employee's employment ends for any reason other than his or her gross misconduct;
- The parent-employee becomes entitled to Medicare benefits (Part A, Part B, or both);
- The parents become divorced or legally separated; or
- The child stops being eligible for coverage under the Plan as a "dependent child."

For all other qualifying events (divorce or legal separation of the employee and spouse or a dependent child's losing eligibility for coverage as a dependent child), you must notify the Plan Administrator within 60 days after the qualifying event occurs.

#### How is COBRA continuation coverage provided?

Once the Human Resources Department receives notice that a qualifying event has occurred, COBRA continuation coverage will be offered to each of the qualified beneficiaries. Each qualified beneficiary will have an independent right to elect COBRA continuation coverage.

Covered employees may elect COBRA continuation coverage on behalf of their spouses, and parents may elect COBRA continuation coverage on behalf of their children.

COBRA continuation coverage is a temporary continuation of coverage that generally lasts for 18 months due to employment termination or reduction of hours of work. Certain qualifying events, or a second qualifying event during the initial period of coverage, may permit a beneficiary to receive a maximum of 36 months of coverage.

There are also ways in which this 18-month period of COBRA continuation coverage can be extended:

# Disability extension of 18-month period of COBRA continuation coverage

If you or anyone in your family covered under the Plan is determined by Social Security to be disabled and you notify the Human Resources Department in a timely fashion, you and your entire family may be entitled to get up to an additional 11 months of COBRA continuation coverage, for a maximum of 29 months. The disability would have to have started at some time before the 60th day of COBRA continuation coverage and must last at least until the end of the 18-month period of COBRA continuation coverage.

Second qualifying event extension of 18-month period of continuation coverage

If your family experiences another qualifying event during the 18 months of COBRA continuation coverage, the spouse and dependent children in your family can get up to 18 additional months of COBRA continuation coverage, for a maximum of 36 months, if the Plan is properly notified about the second qualifying event. This extension may be available to the spouse and any dependent children getting COBRA continuation coverage if the employee or former employee dies; becomes entitled to Medicare benefits (under Part A, Part B, or both); gets divorced or legally separated; or if the dependent child stops being eligible under the Plan as a dependent child. This extension is only available if the second qualifying event would have caused the spouse or dependent child to lose coverage under the Plan had the first qualifying event not occurred.

# Are there other coverage options besides COBRA Continuation Coverage?

Yes. Instead of enrolling in COBRA continuation coverage, there may be other coverage options for you and your family through the Health Insurance Marketplace, Medicaid, or other group health plan coverage options (such as a spouse's plan) through what is called a "special enrollment period." Some of these options may cost less than COBRA continuation coverage. You can learn more about many of these options at www.healthcare.gov.

# If you have questions

Questions concerning your Plan or your COBRA continuation coverage rights should be addressed to the Human Resources Department. For more information about your rights under the Employee Retirement Income Security Act (ERISA), including COBRA, the Patient Protection and Affordable Care Act, and other laws affecting group health plans, contact the nearest Regional or District Office of the U.S. Department of Labor's Employee Benefits Security Administration (EBSA) in your area or visit www.dol.gov/ebsa. (Addresses and phone numbers of Regional and District EBSA Offices are available through EBSA's website.) For more information about the Marketplace, visit www.HealthCare.gov.

#### Keep your Plan informed of address changes

To protect your family's rights, let the Human Resources Department know about any changes in the addresses of family members.

# **EMPLOYEE ASSISTANCE PROGRAM (EAP)**

Amended: 2/1/2015

The Graduate School provides a confidential and professional assessment and referral program to assist employees in effectively working through personal or professional concerns that may be affecting their work or quality of life. Participation in the program is initiated through self- referral or referral from HR or a manager. There is no cost to the employee for the initial assessment. Information on the EAP can be found on SharePoint.

Regular full-time and regular, non-faculty, part-time employees are eligible for this benefit.

# **INSURANCE BENEFITS**

Amended: 7/1/2017 Supersedes: 2/1/2015

The following group benefit plans are provided to full time employees of the School. Summary Plan Descriptions are available in the HR Department and on SharePoint:

- Group Medical and Dental Insurance
- Short-Term Disability (STD) Insurance
- Long Term Disability Insurance
- Group Life/AD&D Insurance

In addition, the following statutory benefits are provided to all employees of the School.

- Social Security
- Workers' Compensation
- Unemployment Insurance

Amended: 1/1/2021 Supersedes: 7/1/2017

#### **Bereavement Leave**

Regular full-time and part-time employees will be allowed paid time off for the death of an immediate family member or a significant other as follows:

If Deceased is:	Number of PTO Days	
Immediate Family (includes in-laws and steps)	3 Days	
Aunt, Uncle, Niece, Nephew (includes in-laws and steps)	1 Day	
Fellow employee or retiree	½ Day	

# Family Medical Leave (FMLA)

Eligible employees may take unpaid time off for family or medical leave in accordance with the Family and Medical Leave Act of 1993 (FMLA), as amended.

1. The employee may take unpaid FMLA leave of up to twelve (12) work weeks for one or more of five allowable reasons, as defined, during a twelve month period. The twelve month period is calculated by looking back from the start of the requested leave, but the School may alter the method of measuring the twelve months as permitted by law.

#### Reasons for Leave:

- a. Birth of a child and/or to care for the new child. The leave is to be taken on a continuous basis (unless the School agrees otherwise) and can only be taken within twelve months of the date of birth of the child.
- b. Placement of a child with the employee for legal adoption or foster care. The leave normally is taken on a continuous basis (unless the School agrees otherwise) and can only be taken within twelve months of the date of the adoption or placement of the child.
- c. To care for the employee's spouse, child, or parent who has a "serious health condition." This leave may be taken on an intermittent or reduced work week schedule when medically necessary.
- d. The employee's own "serious health condition" which prevents the employee from performing the essential functions of his or her position. The leave may be taken on an intermittent or reduced work week schedule, when medically necessary.
- e. To address qualifying exigencies arising from a covered family member's active duty or call to active duty in the Armed Forces.
- 2. The employee may take up to 26 weeks of leave in any 12-month period to care for an injured or ill service member or veteran who is a child, parent, spouse or next of kin and who has incurred an injury or illness while on duty.

- 3. The time off for FMLA leave is without pay. However, if the employee has earned vacation, personal time, sick time, or is being paid workers' compensation benefits or short-term disability benefits, the employee will be required to substitute the paid leave for the unpaid FMLA leave to the extent the employee would be entitled to that paid time under applicable guidelines. If a holiday falls within the time during which an employee is substituting paid time off, the employee will be allowed to be paid for the holiday according to their regular holiday pay allotment. When a holiday falls within the time during which the employee is on unpaid leave, the holiday will not be paid. The total of the employee's FMLA leave, including any paid substituted leave, cannot exceed twelve or twenty-six weeks, depending on the type of leave. Any time taken in excess of the substituted paid leave will be taken without pay. The employee will be notified by the School that the paid leave will be designated as FMLA leave.
- 4. During the FMLA leave, the employee's group health insurance benefits will continue for the leave period or until the employee states his or her intention not to return to work. If the leave is unpaid, and other paid leave is not substituted or available for substitution, the employee should reach an agreement with the School regarding the method by which the employee will pay his or her share of the continued benefit coverage. Failure of the employee to do so and to pay the required premium contribution may result in an interruption in coverage. During unpaid FMLA leave, no vacation benefits will be accrued.
- 5. If the employee returns from the leave within the twelve or twenty-six week limit, benefit coverage will be reinstated in accordance with the FMLA. An employee who fails to return to work at the conclusion of FMLA leave, for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, will be required to repay the School for all of its contributions to group health insurance, unless a legal exception to this requirement exists.
- 6. After taking leave under these guidelines, an employee is guaranteed the right to return to his or her previous position *or* an equivalent position (i.e., with the same pay, benefits, working conditions, and with the same or substantially similar responsibilities, skill and effort) with no loss of benefits at the end of the twelve week leave, subject to the exceptions permitted by law. The employee is not entitled to any position or right he or she would not have been entitled to if he or she had not taken the leave. If the leave extends beyond the allotted leave period, the employee is not guaranteed a position. During the leave, the employee should keep the School informed of his or her status and intent to return to work.

7. The Graduate School will not discharge or discriminate against any employee based upon an employee exercising his or her rights under FMLA. These guidelines are intended to provide a general description of the FMLA and are not intended to create any contractual rights or obligations. These guidelines will be interpreted in accordance with FMLA and accompanying regulations.

<u>Definitions</u> (for purposes of these guidelines only)

**Eligibility Requirements:** To be eligible the employee must meet all of the following conditions:

- An employee who has been employed for at least twelve months, and
- An employee who has worked at least 1250 hours during the twelve-month period prior to the time the leave begins. The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee.
- An employee who is employed at a work site with 50 or more employees of the School within a 75 mile radius of that work site.

**Child**: a son or daughter who is a biological, adopted, foster, or stepchild. Also included are legal wards of the employee or a child for whom the employee has acted as a parent.

**Spouse**: a husband or wife, as defined by the state in which the employee resides.

**Parent**: either a biological parent or an individual who has "acted as" a parent when the employee was a child (as defined above), excluding in-laws.

**Serious Health Condition**: an illness, injury, impairment, or physical or mental condition involving either inpatient care or continuing treatment by a health care provider.

# **Continuing Treatment:**

- The inability to work or attend school or perform daily activities for more than three consecutive full calendar days *and* any subsequent treatment or incapacity relating to the same condition which involves treatment two or more times within 30 days of the first day of incapacity by a health care provider, or treatment at least once (within 7 days of the first day of incapacity) by a health care provider followed by continuing treatment under the health care provider's supervision.
- Any period of incapacity due to pregnancy and prenatal care or to care for a pregnant spouse.
- Any period of incapacity or treatment due to a chronic, serious health condition (e.g., asthma, diabetes, epilepsy) involving visits at least twice a year.
- A period of incapacity that is permanent or long-term, during which there is continuing supervision by a health care provider (e.g., Alzheimer's disease, stroke).
- Any period of absence to receive multiple treatments by a health care provider for a condition that will likely result in an incapacity of more than three consecutive calendar days if untreated (e.g., chemotherapy, dialysis).

Active Duty or Call to Active Duty: An employee whose spouse, son, daughter or parent either has been notified of an impending call or order to active military duty or who is already on active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's service. Reasons related to the service include attending certain military events, arranging for alternate child care, making certain financial and legal arrangements, attending counseling sessions and post deployment events, joining the military member on short term rest and recuperation leave and other events. The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave, except that the person does not have to be a minor.) This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

Care for an injured or ill service member or veteran: This leave may extend to up to 26 weeks in a 12-month period for an employee whose spouse, son, daughter, parent or next-of-kin is a current member of the Armed Forces or a covered veteran and is undergoing medical treatment for a serious injury or illness who is unable to perform the duties of the service member's office. Next-of-kin is defined as the closest blood relative of the covered service member or veteran. An employee is also eligible for this type of leave when the family service member or veteran is receiving medical treatment, recuperation or therapy, even if the service member or veteran is on the temporary disability retired list. Employees requesting this type of FMLA leave must provide documentation of the family member's or next-of-kin's injury and need for care. This is the only type of FMLA leave that may extend an employee's leave entitlement beyond 12 weeks to 26 weeks. Other types of FMLA leave are included with this type of leave totaling the 26 weeks.

#### Personal Leave

Requests for unpaid personal leave may be denied or granted for any reason or no reason and are within the sole discretion of LFGSM and require approval from senior management.

Employees must use all earned vacation time, prior to beginning an authorized leave of absence, with the exception of a military leave. Employees are responsible for requesting leave and any extensions.

Management reserves the right to terminate an employee while on personal leave of absence.

The Graduate School cannot guarantee the availability of an employee's former position upon the expiration of the leave. If an employee utilizes a leave of absence for Page | 19

unauthorized purposes (e.g., seeking other employment) or is granted a leave under false pretenses, the employee will be terminated retroactive to the beginning date of the leave.

Amended: 7/1/2017 Supersedes: 2/1/2015

# Holidays:

The Graduate School recognizes 10 paid holidays each year as follows:

- 1. New Year's Day
- 2. Memorial Day
- 3. Independence Day
- 4. Labor Day
- 5. Thanksgiving Day
- 6. Friday after Thanksgiving
- 7. Christmas Day
- 8. Management Discretion
- 9. Management Discretion
- 10. Management Discretion
- -Dates of the three management discretion holidays are determined each year by management.
- -Employees who work less than 20 hours per week are not eligible for holiday pay.
- -Employees on unpaid leave of absence and those receiving disability pay are not eligible for holiday pay.

#### Vacation:

Regular full-time and part-time employees who work 20 or more hours per week earn paid vacation. Vacation is earned each payroll and is based on employment classification and length of service.

- 1. Vacation is earned each pay period and is prorated for the fiscal year in which the employee is hired.
- 2. Vacation will be prorated for employees working less than 37.5 hours perweek.
- 3. Unused vacation will be forfeit after September 30. Vacation requests should be approved in advance by the employee's manager.
- 4. If employment with the Graduate School terminates, any used but unearned vacation time will be deducted from the employee's final pay check.
- 5. Vacation pay in lieu of time off will not be paid, except at termination.
- 6. At termination, employees will receive pay for all earned, unused vacation.
- 7. Vacation time will not be accrued while an employee is on unpaid FMLA or other unpaid leaves of absence. Vacation will be accrued if an employee is receiving pay while on leave, such as Short-Term Disability.

# Sick Time:

Regular full-time employees are responsible to manage their days off due to their own illness or injury to care for a sick family member. Employees are expected to take sick days as needed. Employees will be compensated for sick time when managed responsibly.

Absences in excess of three consecutive work days require a doctor's note prior to returning to work. Employees are allowed a maximum of six consecutive business days off for their own illness/injury or to care for a family member. Employees may file a short-term disability claim for their own illness or injury for absences longer than six business days. (See Family Medical Leave Act for information on employee medical leave rights.) Employees may exhaust PTO or take unpaid leave to care for a family member longer than six consecutive business days. Excessive absences or exploitation of this policy will be grounds for disciplinary action, up to and including termination.

It is expected that employees or their designated representative will report an unplanned absence to their manager via email, phone call or text. Failure to promptly (within 1 hour of employee's normal starting time) report an absence is considered unacceptable conduct.

#### Time Off for Blood Donation:

In accordance with Illinois law, eligible employees are entitled to one hour of paid time off every 56 days to donate blood. Employees are eligible if they work full-time, have been employed for at least six months, and receive prior approval from their supervisor. Proof of blood donation is required.

#### **REFERRAL AWARDS**

Amended: 2/1/2015

Lake Forest Graduate School of Management offers an incentive to employees who refer a qualified applicant who is subsequently hired.

**Eligibility:** All regular employees (full and part-time) with the exception of the Leadership Team, hiring manager, and employees of the HR Department are eligible to receive an award. The employee requesting the award must be the first to refer the candidate, and the hire must occur as a result of this referral. The referring employee and the referred employee must both be active employees of LFGSM on the dates the award becomes due and payable.

The following are not eligible to become referrals: rehires, independent contractors, faculty members, temporary employees, and current employees (in the case of a lateral move or promotion.)

**Referral Form:** The resume or application of the person being referred should be sent with the Employee Referral Form (available on SharePoint) to Human Resources.

The award is considered taxable income and will be reflected on W-2 forms.

Amended: 8/1/2020 Supersedes: 2/1/15

#### UNIVERSAL AVAILABILITY NOTICE

LFGSM (Lake Forest Graduate School of Management) provides you with the opportunity to save for your retirement through the LFGSM 403(b) Retirement Savings Plan (the "Plan").

Employees can enroll and manage their account electronically through the LFGSM payroll portal. Contact Human Resources for instructions.

# Eligibility

All employees of LFGSM who receive compensation reportable on an IRS Form W-2 are eligible to participate in the plan. Employees may change their contribution election upon any payroll. Changes will be processed as soon as administratively feasible.

Please take a moment to review the plan brochure, summary plan description (SPD) or website before enrolling. Once you are enrolled, you can review and change the amount of your contributions and your investment allocation at any time. The exact date your investment allocations will take effect may vary.

Also, please be aware that the law limits the amount you may defer under this and other plans in any tax year. Each participant only gets one limit for contributions to all 403(b) Plans, so if you are also a participant in a 403(b) Plan of another employer, your combined contributions may not exceed the annual federal limit. If you do participate in more than one 403(b) Plan, you are responsible for tracking and reporting the amount of all of your contributions to the plans so that the total amount of all your contributions to all plans in which you participate do not exceed the limit.

For further details, or if you have questions, please contact the Human Resources Department at 847-574-5244.

Amended: 8/1/2020 Supersedes: 7/1/2017

The tuition assistance program encourages professional development through formal education obtained either internally, through Lake Forest Graduate School of Management, or externally, through an accredited and approved educational institution, so that employees can maintain and improve job-related skills.

To be eligible for tuition assistance, the employee must:

- be a regular full-time or part-time employee
- have completed six months of employment with LFGSM
- have acceptable performance
- have obtained the recommendation of his or her manager

All course requests will be evaluated on a case-by-case basis, and reimbursement is subject to business unit and CFO approval. Participation does not entitle the employee to automatic advancement, a different job assignment, or a pay increase. If at any time an employee's job performance falls below the level necessary to qualify, tuition assistance will be suspended until such time as an acceptable rating is again attained. <u>Tuition waivers and reimbursements are subject to current federal and state income tax laws</u>. Full-time employees are eligible for up to 100% tuition waiver, part-time employees are eligible for up to 50% tuition waiver. Time off from work to attend classes or to prepare for classes is not allowed.

<u>Tuition Waiver for Family Members:</u> After one full year of employment and subject to meeting appropriate admissions criteria set by the School, a regular, full-time, employee's child, step child (excludes son- or daughter-in-law), current spouse, or domestic partner may enter credit and noncredit programs at the School on a space available basis. The student will be responsible for all costs associated with the program other than tuition, including books and material fees. Note: Employees are responsible to pay tax due on tuition benefits for eligible family members.

Family members of employees requesting a tuition waiver must strictly meet all admission requirements written in the Admission Guidelines, including, but not limited to, a minimum four years post graduate professional experience (more than four years may be required depending on type of experience and maturity of the candidate), one letter of recommendation, application interviews, open house attendance, and a written application. Exceptions to the admission requirements, as written in the policy, will not be granted for family members children of employees.

In the event that an employee's family member is employed by an organization that offers tuition reimbursement, the student must apply for and obtain tuition reimbursement

through that organization first, and then the Graduate School may waive the balance of any remaining tuition.

**External Tuition:** If after six months of full-time employment an employee wishes to enroll in or take a course external to Lake Forest Graduate School of Management, the School may reimburse 100% of total tuition up to a maximum of \$5250 per year if the annual budget allows; including textbook costs and related fees (except for finance charges). However, the employee will be responsible for all other costs associated with the program. To enroll, the employee must be working a minimum of 30 hours per week and receive approval prior to the start of the course.

To receive reimbursement, the employee must receive a passing grade. If employment terminates for any reason reimbursement will not be made.

# **ACCESS TO PERSONNEL FILES**

Amended: 2/1/2015

All employees are allowed access to their personnel file on a prearranged basis. The only documents excluded from this review are those exempted by law.

Authorized employees should request access to the personnel file in writing to the Human Resources Department.

Employees may make copies of any documents contained in their file that are available to them for review.

# AMERICANS WITH DISABILITIES ACT (ADA)

Amended: 2/1/2015

Lake Forest Graduate School of Management supports the Illinois Human Rights Act and Americans with Disabilities Act as amended and will attempt to provide reasonable accommodations for pregnant employees and employees with disabilities in the workplace unless such accommodations would present an undue hardship for Employer.

Reasonable accommodations apply to all covered employees and include, but are not limited to, hiring practices, job placement, training, pay practices, promotion and demotion policies, and layoff and termination procedures. Individuals must, with or without reasonable accommodation, perform the essential functions of the job the individual has or wants, and not pose a direct threat to the health or safety of himself/herself or other individuals in the workplace.

Amended: 8/1/2020 Supersedes: 7/1/2017

LFGSM is committed to maintaining a safe environment for all staff, students, faculty and guests. Each member of the LFGSM community has a responsibility to contribute to the well-being of the community.

Everyone must participate in crime prevention efforts and develop good personal safety habits, including the following:

- Visibly display your LFGSM identification badge at all times while you are in the building.
   Badges are to be swiped upon entering and exiting the building even when entering or exiting along with someone else. It is the responsibility of the entire staff, including faculty, to ensure that non-registered visitors enter the building at the front door and check in with the receptionist.
- Report any suspicious activity to the proper authority or to <u>campusoperations@lfgsm.edu</u>.
- Secure personal property.
- · Familiarize yourself with exits in case of emergency.

# Campus Security Report - Clery Act of 1990

Every year, in accordance with the Jeanne Clery Act, the School prepares a Disclosure of Campus Security Policy and Campus Crime Statistics. This document serves to keep our school population informed of our safety measures and environment. The report is here: <a href="https://business.lfgsm.edu/policies/">https://business.lfgsm.edu/policies/</a>

# **Emergency Notification System**

In order to communicate with you in an emergency, LFGSM employs an emergency notification system. The notification system is intended for **emergency or safety** purposes only. Employees should keep all emergency contact information updated with Human Resources.

# Illinois Firearm Conceal Carry Act (Public Act 098-0063)

Section 65 of the law specifies the prohibited areas where conceal carry licensees cannot legally carry a firearm:

"A Licensee under this Act shall not knowingly carry a firearm on or into any building, classroom, laboratory, medical clinic, hospital, artistic venue, entertainment venue, officially recognized university-related property under the control of a public or private community college, college, or university."

Accordingly, employees may not, at any time while on any property owned, leased or controlled by Lake Forest Graduate School of Management (LFGSM) possess or use any weapon, including but not limited to guns, knives, chemical weapons or explosives. Regardless of whether an employee possesses a concealed weapons permit (CCW) or is allowed by law to possess a weapon, weapons are prohibited on any company property. Possession of a weapon can be authorized by the company's president to allow security personnel or a trained employee to have a weapon on company property when this possession is determined necessary to secure the safety and security of company employees. Only the president, or his designee, may authorize the carrying of or use of a weapon.

LFGSM qualifies as a prohibited area. Conceal carry licensees cannot legally carry a firearm on LFGSM property.

#### CODE OF ETHICS AND WHISTLEBLOWER PROTECTION

Amended: 2/1/2015

The Graduate School complies with all applicable laws and regulations and expects its directors, officers, and employees to conduct the School's business in accordance with the letter and spirit of all relevant laws and to refrain from dishonest or unethical conduct.

If an employee has knowledge of or concern about illegal, dishonest, or fraudulent activity, the information should be reported. Employees are free to report suspected wrongdoing internally or externally without fear of reprisal. Further, as required by law, the Graduate School will not retaliate in any way against an employee who discloses to a government or law enforcement agency any action of the School that they reasonably believe violates any federal, state or local law or regulation. In addition, the School will not retaliate against any employee for refusing to participate in any activity that would violate federal, state or local law.

The Graduate School expects that all employees will, both during working and nonworking hours, act in a manner that will inspire public trust in their integrity, impartiality and devotion to the best interest of the School, its clients, faculty, students, alumni, and other constituents.

Business ethics are the rules of conduct or moral principles that guide individual or group behavior as it relates to the School's educational programs and services, its relationships with constituents, and administration of its employee guidelines. Examples of illegal, dishonest, or unethical activities are violations of federal, state or local laws; billing for services not performed or for goods not delivered; questionable accounting practices that do not meet generally accepted accounting principles, and other fraudulent financial reporting.

Amended: 8/1/2020 Supersedes: 7/1/2017

Lake Forest Graduate School of Management acknowledges that information is a critical asset of the organization and that the easy creation, dissemination, and retrieval of information is a primary objective of the School. As a counterbalance to the unfettered freedom to accomplish that task, the School acknowledges the responsibility to protect that information from increasing risk or malware and other forms of threat, and it needs to ensure the appropriate security of information through various policies listed below. Violation of any of the policies below puts the School's reputation and its strategic and customer data at risk.

# **Employee Responsibility**

- Employees are responsible for the safety of the laptop issued to them by the School, and also for the information stored on it, regardless of where that laptop is taken or not taken. Employees risk the security of the School's information and the functionality of the laptop if they don't protect it from theft. Damage to the laptop may occur if it is used near food and drink, placed on unstable surfaces, and not transported in a protected carrying case.
- 2. Employees may not create information using tools other than those installed by LFGSM IT staff. If additional functionality is required, employees must submit a request to <a href="mailto:ITSupport@lfqsm.edu">ITSupport@lfqsm.edu</a> and only appropriate software will be installed.
- 3. Employees may not disseminate information using tools and means other than those installed and approved by the School. If additional functionality is required, employees must submit a request to <a href="mailto:ITSupport@lfgsm.edu">ITSupport@lfgsm.edu</a> and an appropriate solution will be implemented. Failure to follow this approach, risks disclosure of unintended strategic and customer information.
- 4. Employees may not disseminate confidential or personally indicative information\* (PII) to any individual within or outside the School who is not authorized to receive it. Employees may not circumvent the School's protection of this information by using unapproved means of storing or sharing this information. Employees are prohibited from storing PII anywhere but approved LFGSM network storage locations, including but not limited to, portable memory devices, cloud-based storage, and electronic file transfers. Information not stored on the School's network locations will not be backed up and is subject to loss.
- 5. Employees will use the School's telephonic or computing resources and those that it subscribes to for conducting the business of the School. Personal use of these resources is limited, occasional, and incidental and will not negatively affect the systems' resources, worker productivity, or the reputation of the Graduate School, its employees or constituents. Granting the use of LFGSM laptops in any manner to a non-employee of the School is prohibited.
- 6. Employees may not initiate, create, or distribute any telephonic or electronic

communications that contain any content that could be construed as being disparaging of an individual's sex, race, color, national origin, religion, creed, age, disability, ancestry, marital status, sexual orientation, veteran status, family leave care status, or any other legally protected status or characteristic. Nor shall an employee initiate, create, or distribute any electronic communications that contain any content that could be interpreted as being offensive, defamatory, derogatory, disruptive, harassing, threatening, pornographic, obscene, vulgar or profane.

- 7. Employees may not use telephonic or computing resources for activities that are not directly related to my responsibilities at the School. This includes but is not limited to:
  - a. Circumventing or disabling the security protection or systems management solutions installed on computing systems;
  - b. Monitoring or intercepting electronic communications addressed to another individual;
  - c. Hacking or obtaining access to systems or information for which the employee does not have authorization;
  - d. Using other users' log-in ID's or passwords;
  - e. Breaching, testing, or monitoring computer or network security measures;
  - f. Accessing websites that contain pornographic, racist, hate, or similar material, or for any purpose that is illegal or contrary to the guidelines or business interests of the Graduate School;
  - g. Violating copyright law or initiating, creating, or distributing any electronic communications that violate copyright law;
  - h. Transmitting non-work-related communications, such as chain-letters, advertisements or solicitations.
- 8. Employees play an important role in protecting the Graduate School's computer systems and data. As such, if they encounter any actual or suspected threats to the integrity of its systems, including malware, they should immediately contact someone in the IT department. In the same way, if a laptop is compromised, damaged or lost, employees should immediately contact someone in the IT department.
- 9. Any employee who violates any part of these guidelines may be subject to disciplinary action, up to and including immediate termination at the Graduate School's sole discretion.

# Institutional Systems and Data Ownership

- 1. All telephonic and computing systems and tools purchased by the School are the property of LFGSM and may be requested to be given to IT staff at any time.
- 2. Any information stored in the School's computer systems or those of 3<sup>rd</sup> parties contracted by the School, including but not limited to e-mail and usage metadata, is the property of LFGSM.
- 3. In order to protect PII, the School retains the right to delete data and/or applications from any device that contains the School's information. This includes mobile devices from which access to services such as the School's e-mail system has been provisioned.

- 4. For the purposes of conducting secure internal business transactions, the School defines the following as its qualified security procedure for electronic signatures. An authentic digital signature used for intra-LFGSM transactions must contain the following three pieces of information:
  - Who; the network user ID under which the signer was logged in at the time of the act of signing the transaction,
  - *Where*, the name of the machine on which the act of signing the transaction took place, and
  - When; the date and time at which the act of signing the transaction occurred.

    Any time a staff member confirms an intra-LFGSM transaction, if these three pieces of information are captured and stored at the time of the transaction, the transaction will be considered to have been authentically signed by the person whose ID was used.
- 5. In order to comply with legal obligations, to investigate illegal or inappropriate activity, to ensure compliance with these guidelines, and to protect its business interests, the Graduate School reserves the right to monitor, access, retrieve, and read all files, including but not limited to e-mail and voicemail. LFGSM also reserves the right to disclose any such information to law enforcement officials without notice to either the employee who initiated, created, or distributed such information or the individual who received such information.

Any questions concerning these guidelines should be directed to Human Resources; or Information Technology department.

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<sup>\*</sup> Personally Indicative Information (PII) -The definition of "personally indicative information" is governed by law to include Social Security Number, Driver's License Number, and Credit Card Number. Breach of this information must be reported immediately to Federal and State authorities. In addition, other personal information is considered to be sensitive, and while not federally mandated, best practices suggest full disclosure to impacted parties upon data breach when two or more of the following items are compromised: Full name (if not common), Telephone number, Street address, and personal E-mail address.

Amended: 2/1/2015

Whether dealing with students, faculty, corporate representatives, fellow employees, alumni, or others, the Lake Forest Graduate School of Management expects its employees to conduct themselves in a manner that respects the rights and well-being of others. These expectations of conduct apply to all employees equally. The Graduate School maintains a drug and tobacco free work place.

Although the conduct of our employees is usually of a very positive nature, the following is an attempt to lay out simple guidelines to identify some unacceptable work-related conduct and behavior. It is not possible to list every circumstance or situation reflecting unacceptable conduct.

#### Attendance:

- habitual absence or tardiness is defined as more than three occurrences in six months or six occurrences in twelve months
- falsifying a bi-weekly time and/or expense report
- failure to promptly report an absence or tardiness

#### Attitude:

- refusal or failure to do a job assignment
- discourteous behavior toward students, faculty members, corporate representatives, alumni, fellow employees, or visitors
- use of profane, insulting, or inflammatory language at work
- interfering with the work performance of another employee
- disregard of safety rules or acting in an unsafe manner
- failure to report personal injuries in a timely manner

#### Personal habits and/or actions:

- working under the influence of, or selling, possessing, or using illegal or dangerous drugs, including alcohol, while on School business or on the premises of the Graduate School (Moderate social drinking at a School sponsored event at which the School is serving alcohol is an exception)
- smoking, except in designated areas outside the buildings in which the School operates; or using chewing tobacco, electronic cigarettes or snuff anywhere in the buildings or on the premises of the Graduate School
- gambling during working hours or on work premises
- immoral conduct or indecency
- unauthorized use of the School's equipment, such as excessive personal phone calls or excessive or inappropriate personal use of the School's electronic and communications media and services
- possession of weapons, firearms, or explosives on School property or while conducting School business

- threatening or coercing fellow employees, faculty members, corporate representatives, alumni, students, or visitors
- fighting
- theft, fraud, misappropriation, neglect, or deliberate destruction of School or another employee's property
- operating a motor vehicle in an unsafe manner on campus or when on School business
- conviction of a felony
- disregard of one's appearance, personal hygiene, or dress
- sexual or other forms of unlawful harassment

#### Conflict of Interest

Employees should avoid any situation that involves or may involve a conflict between their personal interest and the interest of the Graduate School. (See separate policy.)

# **Conducting Personal Business**

Employees may not conduct personal business while they are being paid to perform work for the Graduate School. Such personal business includes, but is not limited to:

- preparation for any course of study being taught or training being delivered, whether for the School's MBA or CLS programs, or for another educational institution.
- homework for any course of study being taken by the employee, whether at the Graduate School or another educational institution.
- any outside consulting or other work.

# **Disruption of School business**

- making or publishing false, vicious, or malicious statements concerning any employee, manager, student, faculty, corporate representative, alumni, Board member, or the School or its services
- misrepresentation of one's duties, responsibilities, or position with the Lake Forest Graduate School of Management
- failure to report any criminal activity to a manager or, if an emergency, to the local police department
- inadequate job performance
- any conduct that is not in the best interest of the Graduate School

The Graduate School reserves the right to terminate any employee at any time and for any reason, with or without notice.

## CONFIDENTIALITY AND CONFLICT OF INTEREST

Amended: 2/1/2015

As in all other facets of their duties, employees dealing with students, clients, faculty, alumni, or suppliers are to act in the best interest of the Graduate School. To protect confidential business information such as marketing strategies, curriculum materials, student or alumni lists, pending projects or proposals, all full-time and part-time employees will be required to sign and adhere to a Confidentiality & Conflict of Interest Agreement as a condition of employment, and sign annually thereafter.

Conflict of Interest: The Graduate School requires that all employees disclose any substantive business relationships that they maintain (or members of their family maintain) with organizations that do business with the Graduate School, that could result in substantial benefit to employees or their families, or that otherwise could be construed to potentially affect their independent, unbiased judgment in light of their decision making authority or responsibility.

Such conflicts include, but are not limited to:

- ownership by the employee or a member of his/her family of a significant interest in any outside enterprise that does or seeks to do business with or is a competitor of the Graduate School.
- serving as a director, officer, partner, consultant, or in a managerial or technical capacity with an outside enterprise that does or is seeking to do business with or is a competitor of the Graduate School.
- acting as a broker, finder, go-between or otherwise for the benefit of a third party in transactions involving or potentially involving the Graduate School or its interests.
- any other arrangements or circumstances, including family or other personal relationships that might dissuade the employee from acting in the best interest of the Graduate School.

Such disclosure shall be made at the time of hire and, thereafter, annually or at the time that it becomes apparent that a conflict of interest may exist. If such interest becomes relevant to any consideration of the Graduate School, the employee will be removed from the decision-making process and will not influence the decision in any way. Upon disclosure of potential conflicts of interest, the President and C.E.O. may approve, in writing, the conduct of business between the entity disclosed and the Graduate School.

#### **Definitions**

**Substantive Business Relationship:** One in which an employee or a member of his/her family as defined below serves as an officer, director, employee, partner, trustee, or controlling stockholder of an organization that does substantial business with the Graduate School.

**Family Member:** A spouse, parent, sibling, child, or any other relative if the latter resides in the same household as the employee.

## **Substantial Benefit:**

• When an employee or a member of the employee's family is the actual or beneficial owner of more than 5 percent of the voting stock or controlling interest of an organization that does substantial business with the Graduate School or has other direct or indirect dealings with such an organization from which the employee or the employee's family benefits directly, indirectly, or potentially from cash or property receipts totaling \$10,000 or more annually.

# **CONTACT INFORMATION**

Amended: 2/1/2015

The Human Resources Department should be promptly notified via email of any changes to:

- personal mailing addresses
- telephone numbers
- number and names of dependents (for insurance purposes only)
- emergency contact information
- educational accomplishments
- other such status details (such as change of name)

Amended: 1/1/2017 Supersedes: 2/1/2015

Lake Forest Graduate School of Management's standard dress is casual. However, employees should consider each day's activities when determining what to wear. For example, if an employee is meeting with customers or clients, business dress is appropriate.

## **Definitions**

**Casual** attire encompasses many looks, and employees are expected to use good judgment in determining appropriate dress that will support a positive LFGSM image. Acceptable casual office attire includes but is not limited to: jeans, slacks, khakis, shirts with collars (including sports shirts, golf and polo shirts), sport coats, skirts, dresses, pants suits, turtlenecks, and knit tops or sweaters.

Unacceptable office attire includes but is not limited to: tee shirts, athletic shorts, sweatshirts, sweatpants, tank tops, and beach wear.

Amended: 8/1/2020 Supersedes: 1/1/2017

Lake Forest Graduate School of Management has a zero tolerance policy regarding illegal drugs.

#### **Work Rules**

- 1. Whenever employees are working, or present on School premises, they are prohibited from:
  - using, possessing, buying, selling, consuming, manufacturing or dispensing alcohol, illegal drugs or marijuana, (the only exception is responsible use of alcohol at School sponsored events where alcohol is Served by the School) and/or;
  - b. being under the influence of alcohol, marijuana, controlled substances, or illegal drugs.
- 2. This guideline does not prohibit employees from the lawful use (use must be lawful in accordance with both federal and state law) and possession of prescribed medications. Employees are responsible for consulting with their doctors about a medications' effect on their ability to work safely, and promptly disclose any restrictions to their supervisor. (Employees should not, however, disclose underlying medical conditions.)

**Employee Assistance**: LFGSM will assist and support employees who voluntarily seek help for substance abuse problems before becoming subject to discipline under this or other School guidelines. Employees who seek such assistance will be allowed to use accrued paid time off, placed on leave of absence, where available, referred to treatment providers and otherwise accommodated as required by law. Such employees may be required to document that they are successfully following prescribed treatment and may be required to take and pass follow-up tests.

# **Required Testing**

- 1. <u>Reasonable Suspicion:</u> Employees are subject to testing if a supervisor reasonably suspects them of using or being under the influence of alcohol, marijuana, medical marijuana or drugs while they are working or on School premises.
- 2. <u>Return to Duty and Follow-Up:</u> Employees who have tested positive or violated this policy, and who are not terminated or are reinstated, are subject to testing prior to being returned to duty. Follow-up testing at times and frequencies determined by the School may also be required.

**Consequences:** Employees who refuse to cooperate in required testing, test positive for alcohol, marijuana, illegal drugs or use, possess, buy, sell, manufacture or dispense illegal drugs, or marijuana in violation of this Policy and refuse to comply with the Last Chance

Agreement, will be terminated.

Confidentiality: Information and records relating to positive test results, drug and alcohol dependencies and legitimate medical explanations provided to the Medical Records Officer shall be kept confidential and maintained in secure files separate from normal personnel files. Such records and information may be disclosed among managers and supervisors on a need to know basis and may be disclosed where relevant to a grievance, charge, claim or other legal proceeding initiated by or on behalf of an employee.

#### **Definitions**

**Reasonable Suspicion:** Observations regarding employee behavior, mood, odors, speech that leads one to suspect that an employee is under the influence of drugs and/or alcohol.

**School Premises**: includes, but is not limited to, all buildings, offices, facilities, grounds, parking lots, places and vehicles owned, leased or managed by the School as well as locations that are owned by other entities where the School offers services such as corporate onsite settings or program delivery venues.

Controlled Substance: A drug or other substance that is tightly controlled by the government because it may be abused or cause addiction. The control applies to the way the substance is made, used, handled, stored, and distributed. Controlled substances include opioids, stimulants, depressants, hallucinogens, and anabolic steroids. Controlled substances with known medical use, such as morphine, Valium, and Ritalin, are available only by prescription from a licensed medical professional. Other controlled substances, such as heroin and LSD, have no known medical use and are illegal in the United States.

**Illegal Drugs**: substances whose use or possession is controlled by and/or illegal under federal or state law or which are not being used or possessed under the supervision of a licensed health care professional.

**Marijuana:** cannabis, including derivations, such as THC, that are smoked or consumed as a psychoactive (mind-altering) drug.

**Medical Marijuana:** marijuana that is available only by prescription and is used to treat a variety of medical conditions (such as pain, anxiety, nausea, and glaucoma.)

**Refusal to Cooperate**: to obstruct the collection process, to submit an altered, adulterated or substitute sample, or to fail to promptly provide specimen(s) for testing when directed.

**Under the Influence of Alcohol**: an alcohol concentration of .04 or more, **OR** behavior, actions, appearance, speech or bodily odors which reasonably cause a supervisor to

conclude that an employee is impaired because of alcohol use.

**Under the Influence of Drugs**: A confirmed positive test result for illegal drug use <u>or</u> behavior, actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of drug use.

**Under the Influence of Marijuana:** A confirmed positive test result for marijuana **AND** behavior, actions, appearance, speech or bodily odors which reasonably cause a supervisor to conclude that an employee is impaired because of marijuana use.

# **EQUAL EMPLOYMENT OPPORTUNITY (EEO)**

Amended: 1/1/2017 Supersedes: 2/1/2015

Lake Forest Graduate School of Management provides equal employment and advancement opportunities to all qualified applicants and employees. The Graduate School does not discriminate in employment on the basis of race, color, sex, religion, veteran status, marital status, national origin, age, disability, pregnancy, or any other legally protected characteristic. All employment decisions will be based on individual merit, qualifications, and abilities.

Pregnant employees are entitled to all the rights set forth in the Illinois Human Rights Act, including freedom from discrimination because of pregnancy and assurances against retaliation for requesting a reasonable accommodation.

In addition, Lake Forest Graduate School supports the Illinois Human Rights Act and Americans with Disabilities Act as amended and will attempt to provide reasonable accommodations for pregnant employees and employees with disabilities in the workplace unless such accommodations would present an undue hardship for Employer.

These guidelines cover all aspects of employment including selection, job assignments, promotions, compensation, corrective action, termination, benefit eligibility, training, or any other conditions of employment. Employees may raise concerns or complaints concerning any type of discrimination in the workplace without fear of reprisal.

A Federal Poster with complete details can be found on employee information bulletin boards.

Amended: 7/1/2017 Supersedes: 2/1/2015

Lake Forest Graduate School of Management will reimburse an employee for reasonable and necessary expenses incurred while conducting approved business on behalf of the Graduate School according to the procedures outlined in this guideline. <a href="Employees">Employees</a> should be conscious of costs, ensuring that they are not excessive and are consistent with expenses incurred by a not-for-profit organization.

Expenses should be submitted on the first available payroll after the expense has been incurred but no later than 60 days after incurring the expense. Expenses submitted later than 60 days may be ineligible for reimbursement.

## **Eligible Travel Expenses:**

- Mileage reimbursed at the current IRS allowable rate
- Taxi fare, rail, air (economy or coach), rental car, bus, ferry, parking, and tolls
- Meals only if incurred during travel or other business purposes
- Lodging
- Certain International Travel costs such as passports, visa and immunization fees
- Baggage fees
- Applicable WiFi fees

Non-Reimbursable Travel Expenses include, but are not limited to airline club memberships, airline upgrades (e.g. to business or first class), child care, babysitting, house-sitting, pet-sitting/kennel charges, fees for other family members, commuting between home and the primary work site, costs incurred by the traveler's failure to cancel travel or hotel reservations in a timely fashion, unless the circumstances were beyond the employee's control, haircuts and personal grooming, laundry and dry cleaning (unless the travel extends beyond the original dates), personal entertainment expenses including in-flight movies, headsets, health club facilities, hotel pay-perview movies, in-theatre movies, social activities not related to business, other expenses not directly related to the business travel, e.g. additional hotel, meal or airfare costs incurred as a result of the employee's extending the trip for personal reasons.

#### **Cell Phone Service Reimbursement**

Eligible full-time employees may be reimbursed for up to \$50/month for cell phone service. Eligible part-time employees may be reimbursed for up to \$25/month for cell phone service.

Eligibility for cell phone service reimbursement will be determined by management on a case by case basis. In general, employees that spend more than 40% of their time with corporate clients, be at corporate on-sites, be available after or before regular business hours, or need to be "on call" will be eligible. Leadership team members are not eligible for cell phone plan reimbursement.

## **Equipment Reimbursement**

The school will not purchase or reimburse the cost of cell phones.

# FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT OF 1974 (FERPA)

Amended: 2/1/2015

Lake Forest Graduate School of Management complies with the Federal Educational Rights and Privacy Act of 1974 (FERPA), as amended, by publishing an annual notice to students explaining their rights under the act.

## **Basic Policy**

The Family Educational Rights and Privacy Act (FERPA) of 1974, as amended, sets forth requirements regarding the privacy of student records. FERPA governs the release of these records (known as education records) maintained by an educational institution, as well as the access to these records.

It is the policy of Lake Forest Graduate School of Management, in accordance with the Family Educational Rights and Privacy Act (FERPA), to withhold personally identifiable information contained in our students' educational records unless the student has consented to disclosure.

#### **Educational Records**

Educational records are all records that contain information directly related to a student and are maintained by Lake Forest Graduate School of Management. A record means any information recorded in any way, including handwriting, print, tape, film, microfilm, microfiche, and digital images.

#### **School Official**

LFSGM will disclose education records without a student's prior written consent under the FERPA exceptions for disclosure to school officials with legitimate educational interests. A school official is a person employed by LFGSM in an administrative, supervisory, academic, or support staff person; a person or company with whom LFGSM has contracted as its agent to provide a service instead of using LFGSM employees or officials (such as an attorney, auditor, or collection agent); a person serving on the Board of Directors; or volunteers serving on an official committee, such as assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for LFGSM.

## Student FERPA Rights

Under FERPA, students have the right to:

1. inspect and review their own education records within 45 days of the day Lake Forest Graduate School of Management (LFGSM) receives a request for access.

A student should submit to the Registrar a written request that identifies the record(s) the student wishes to inspect. The Registrar will make arrangements for access and notify the student of the time and place where the records may be inspected. If the records are not maintained by the Registrar, the Registrar shall advise the student of the correct official to whom the requested should be addressed.

2. request the amendment of the student's education records that the student believes is inaccurate, misleading, or otherwise in violation of the student's privacy rights under FERPA.

A student who wishes to ask LFGSM to amend a record should write the LFGSM official responsible for the record, clearly identifying the part of the record the student wants changed, and specify why it should be changed. If LFGSM decides not to amend the record as requested, LFGSM will notify the student in writing of the decision and the student's right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the student when notified of the right to a hearing.

3. provide written consent before LFGSM discloses personally identifiable information from the student's education records, except to the extent FERPA authorizes disclosure without consent.

The Family Educational Rights and Privacy Act (FERPA), a federal law, requires that the Lake Forest Graduate School of Management (LFGSM), with certain exceptions, obtain student written consent prior to the disclosure of personally identifiable information from student education records. However, Lake Forest Graduate School of Management may disclose appropriately designated "directory information" without written consent, unless students have advised LFGSM to the contrary in accordance with LFGSM's procedures. The primary purpose of directory information is to allow LFGSM to include this type of information from student educational records in certain school publications. Examples include:

- Student / alumni directory in https://my.lfgsm.edu, LFGSM's secure and password protected student and alumni database
- Commencement brochure
- Networking purposes at LFGSM events

## **GIFTS & ENTERTAINMENT**

Amended: 2/1/2015

Employees are prohibited from giving or accepting gifts other than those of nominal value. Gifts of a higher value that may be shared with the entire work group or organization (e.g. edible gifts or flowers) may be accepted or given. Acceptance or giving of cash or cash equivalents is never permissible.

Gifts include but is not limited to items, services, discounts, entertainment, privileges, favors, use of facilities (e.g. vacation homes, etc.) for personal use, or special considerations of any kind.

Gifts that do not comply with these guidelines or are inconsistent with accepted business practices must be returned to the sender with a written expression of thanks explaining that School guidelines do not permit their acceptance; the employee's manager is to be copied on the letter.

Amended: 8/1/2020 Supersedes 2/1/2015

In an open workspace environment, courtesy and consideration towards co-workers is essential to a productive workplace. Below are guidelines for good neighbor practices to ensure our environment remains both productive *and* neighborly. We encourage everyone to talk through any issues or concerns with their neighbors as situations arise.

#### Hygeine

- Co-workers can be sensitive to cologne and perfume. Exercise restraint.
- Anything edible in a workspace can invite unwanted pests, even if it is in a sealed bag or container. Don't keep food in your workspace. If you eat at your desk, dispose of any food or wrappers in the staff lounge garbage.
- Clean up after yourself in common areas such as break areas, conference rooms, and washrooms. Place dirty dishes and utensils in the dishwasher. Maintenance will run the dishwasher after hours.
- <u>DON'T</u> COME TO THE OFFICE IF YOU COULD BE CONTAGIOUS! You put your own health
  at risk when you work while sick because you're not letting your body recover properly
  AND you put your colleagues and their family's health at risk. <u>DO</u> CONTACT YOUR
  SUPERVISOR ask your teammates or boss how everyone prefers to be notified when
  taking a sick day.

#### Workstations

- Workstations should be neat and orderly, especially at the end of each day.
- Scented articles, such as, but not limited to, candles, incense, and perfumed air fresheners are prohibited in the building.
- Ergonomic furnishings such as computer stands or back and foot supports are welcome. Please contact HR for preferred solutions.
- Bringing in your own furniture (chairs, desks, tables) is generally not allowed. Please contact HR if you have a specific request.

#### Noise/Volume

- Be conscious of voice and noise levels, whether in an individual workspace or in a common area such as the break room or production area.
- Cultivate a quiet manner of speaking--use your "library voice".
- Avoid yelling to neighbors over or across your workstation. Remember you have Instant Messaging via Skype for Business.
- For meetings involving more than 2 people, use the interview, breakout, conference rooms or common areas.

- Set your phone ringer volume at a low level.
- Watch your volume when talking on the phone. A headset can help keep your voice low. Use a meeting room for conference calls.
- Silence your cell phone and take it with you when you leave your workspace.

#### Privacy

- Treat workspaces as if they have doors and get permission before entering (either verbal or non-verbal such as eye contact).
- Try not to sneak up behind someone, especially if his or her back is to you. Announce yourself at the doorway or knock lightly.
- When you arrive at a co-worker's workstation be mindful of phone or in-person conversations that may be in progress and don't loiter outside while you wait for him or her to finish--come back another time.
- Resist commenting on conversations you overhear or answering a question asked in the workstation near you.
- Use your sliding door or post a sign at your workstation entrance to signal that you would not like to be interrupted.

#### Confidentiality & Security

- Sensitive or confidential materials should be put away when leaving the workstation and locked up at the end of the day.
- To keep valuables safe, remember to secure them out of view.
- Don't hesitate to question an unfamiliar visitor or check with the receptionist.

Amended: 8/1/2020 Supersedes 2/1/2015

Harassment of any kind will not be tolerated at the Graduate School.

Harassment is a form of employment discrimination that violates Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, the Age Discrimination in Employment Act of 1967, (ADEA), and the Americans with Disabilities Act of 1990, (ADA).

Harassment is unwelcome conduct that is based on race, color, religion, sex (including pregnancy), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where 1) enduring the offensive conduct becomes a condition of continued employment, or 2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. Anti- discrimination laws also prohibit harassment against individuals in retaliation for filing a discrimination charge, testifying, or participating in any way in an investigation, proceeding, or lawsuit under these laws; or opposing employment practices that they reasonably believe discriminate against individuals, in violation of these laws.

Offensive conduct may include, but is not limited to, offensive jokes, slurs, epithets or name calling, physical assaults or threats, intimidation, ridicule or mockery, insults or putdowns, offensive objects or pictures, and interference with work performance. Harassment can occur in a variety of circumstances, including, but not limited to, the following:

- The harasser can be the victim's supervisor, a supervisor in another area, an agent of the employer, a co-worker, or a non-employee.
- The victim does not have to be the person harassed, but can be anyone affected by the offensive conduct.
- Unlawful harassment may occur without economic injury to, or discharge of, the victim.

The Graduate School takes allegations of harassment very seriously and will respond promptly to complaints of harassment. LFGSM will strive to create an environment in which employees feel free to raise concerns and are confident that those concerns will be addressed.

Where it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose appropriate corrective action, including disciplinary Page | 51

action or discharge.

Employees are encouraged to inform the harasser directly that the conduct is unwelcome and must stop. Employees should also report harassment to management at an early stage to prevent its escalation. However, such action is not required prior to making a complaint of harassment to the School. If the employee is uncomfortable confronting the offending party or if the conduct continues, the employee should immediately report the conduct, in writing or verbally, to his or her immediate manager or the Human Resources Manager. These persons are also available to discuss any concerns you may have and to provide information to you about our guidelines on harassment and our complaint process. Employees are encouraged to report harassment before it becomes severe or pervasive.

Employees are free to file charges of unlawful harassment with the Illinois Department of Human Rights or with the Equal Employment Opportunity Commission. The time for filing a charge with the state agency is 180 days and with the EEOC, 300 days. In either case, the deadline for filing a charge runs from the last date of unlawful harassment.

## Investigation

When we receive a complaint, we will promptly investigate the allegation in an expeditious manner. The investigation will be conducted in a confidential manner to the extent possible, given the need to investigate. Our investigation will include an interview with the person making the complaint, with any employee alleged to have committed harassment, and possibly with witnesses. When we have completed our investigation, we may, to the extent appropriate, inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation.

#### **Corrective Action**

If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct and ensure that it does not occur again. Where it is appropriate we will also impose disciplinary action, discharge or other sanctions. Such action may range from counseling to termination from employment, and may include such other forms of disciplinary action as we deem appropriate under the circumstances. Supervisors who fail to report violations by others of which they are aware may also be subject to disciplinary action.

# HEALTH INFORMATION PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

Amended: 2/1/2015

Lake Forest Graduate School of Management sponsors group healthcare plans (hereafter collectively called plans) that are subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA). On the basis of that law, privacy and security regulations apply to certain protected health information. The Graduate School, as sponsor of these plans, has adopted the following guidelines to comply with these regulations. The Graduate School's medical privacy practices will continue to apply to individuals' medical information not covered by the Act, and the Graduate School will comply with all other federal and state laws concerning medical privacy.

To the extent that The Graduate School obtains HIPAA-protected health information (PHI), it will maintain that information in confidence. Specifically, the Graduate School will not use or disclose such information for employment-related actions and decisions or in connection with other benefit plans. The Notice of Health Information Privacy Practices that is part of these guidelines further clarifies for employees the rights of plan participants and beneficiaries concerning their protected health information and the Graduate School's responsibilities as the sponsor of healthcare plans.

In addition to complying with the HIPAA Privacy Rule, the Graduate School has implemented Administrative, Physical and Technical Safeguards to comply with the HIPAA Security Rule and ensure the protection of any electronic PHI (e-PHI) that the School creates, transmits, receives or maintains.

#### **Definitions**

**Protected Health Information**: PHI refers to individually identifiable health information received by the Graduate School on its group health plans and created or received by a healthcare provider, health plan, or healthcare clearinghouse that relates to the past, present, or future health of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care. Such health information includes, but is not limited to health status, medical condition, claims experience, receipt of health care, medical history, genetic information, and evidence of insurability and disability.

**e-PIHI**: e-PHI refers to individually identifiable health information that is created, transmitted, received, or maintained in electronic format.

Other Confidential Medical Information: PHI does not refer to health information received apart from a group health plan, such as the health information required to administer workers' compensation, short-term disability, long-term disability, pre-employment

physicals or drug screenings, or medical information received that is based upon the Americans with Disabilities Act (ADA) or the Family and Medical Leave Act (FMLA). However, the Graduate School's medical privacy practices will apply to such information. The School does not require that employees disclose health information that is required for administration of these programs to employees who are not members of the HR staff.

## Lake Forest Graduate School of Management

# Notice of HIPAA Health Information Privacy Practices

# This notice describes how information about you may be used and disclosed and how you can gain access to this information. Please review it carefully.

Lake Forest Graduate School of Management's group healthcare plans will only use or disclose your confidential health information without your authorization for purposes of treatment, payment, or healthcare operations. Examples of this include:

- Information that you provide to the plan to enroll in the plan, including personal information such as your address, telephone number, date of birth, and Social Security number.
- Plan contributions and account balance information.
- The fact that you are or have been enrolled in the plans.
- Health-related information received from any of your physicians or other healthcare providers.
- Information regarding your health status, including diagnosis and claims payment information.
- Changes in plan enrollment (e.g., adding or dropping a participant, adding or dropping a benefit).
- Payment of plan benefits.
- Claims adjudication.
- Case or medical management.
- Other information about you that is necessary for us to provide you with health benefits.

## **Understanding Your Health Record/Information**

Each time you visit a hospital, physician, or other healthcare provider, a record of your visit is made. Typically, this record contains your symptoms, examination and test results, diagnoses, treatment, and a plan for future care or treatment. This information, often referred to as your health or medical record, serves as a:

- Basis for planning your care and treatment.
- Means of communication among the many health professionals who contribute to your care.
- Legal document describing the care you received.
- Means by which you or a third-party payer can verify that services billed were actually provided.
- Tool in educating health professionals.
- Source of data for medical research.
- Source of information for public health officials charged with improving the health of the nation.
- Source of data for facility planning and marketing.
- Tool with which the plan sponsor can assess and continually work to improve the benefits offered by the group healthcare plan.

Understanding what is in your record and how your health information is used helps you to:

- Ensure its accuracy.
- Better understand who, what, when, where, and why others may access your health information.
- Make more informed decisions when authorizing disclosure to others.

## Your Health Information Rights

Although your health record is the physical property of the plan, the healthcare practitioner, or the facility that compiled it, the information belongs to you. You have the right to:

- Request a restriction on otherwise permitted uses and disclosures of your information for treatment, payment, and healthcare operations purposes and disclosures to family members for care purposes.
- Obtain a paper copy of this notice of information practices upon request, even if you
  agreed to receive the notice electronically.
- Inspect and obtain a copy of your health records by making a written request to the plan privacy officer.
- Amend your health record by making a written request to the plan privacy officer that includes a reason to support the request.
- Obtain an accounting of disclosures of your health information made during the previous six years by making a written request to the plan privacy officer.
- Request confidential communications of your health information by alternative means or at alternative locations.
- Revoke your authorization to use or disclose health information except to the extent that action has already been taken.

## **Group Health Plan Responsibilities**

The Lake Forest Graduate School of Management's group healthcare plans are required to:

- Maintain the privacy and security of your health information.
- Provide you with this notice as to the plan's legal duties and privacy practices with respect to information that is collected and maintained about you.
- Abide by the terms of this notice.
- Notify you if the plan is unable to agree to a requested restriction.
- Accommodate reasonable requests you may have to communicate health information by alternative means or at alternative locations.

Each plan will restrict access to personal information about you only to those individuals who need to know that information to manage the plan and its benefits. The plan will maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your personal information.

Under the privacy and security standards, individuals with access to plan information are required to:

• Safeguard and secure confidential, personal financial and health information as required by law. The plan will only use or disclose your confidential health information

- without your authorization for purposes of treatment, payment, or healthcare operations. The plan will only disclose your confidential health information to the plan sponsor for plan administration purposes.
- Limit the collection, disclosure, and use of participant's healthcare information to the minimum necessary to administer the plan.
- Permit only trained, authorized individuals to have access to confidential information.

Individuals who violate these guidelines will be subject to the School's established disciplinary process. Other Group Health Plan Practices:

**Communication with Family** – Under the plan's provisions, the School may disclose to an employee's family member, guardian, or any other person you identify, health information relevant to that person's involvement in your obtaining healthcare benefits or payment related to your healthcare benefits.

**Notification** – The plan may use or disclose information such as your location, general condition, plan benefits, or plan enrollment to notify or assist in notifying a family member, personal representative, or another person responsible for your care.

**Business Associates** – There are some services provided to the plans through business associates. Examples include third party administrators, accountants, attorneys, actuaries, medical consultants, and financial consultants, as well as those who provide managed care, quality assurance, claims processing, claims auditing, claims monitoring, rehabilitation, and copy services. When these services are contracted, it may be necessary to disclose your health information to our business associates in order for them to perform the job we have asked them to do. To protect employees' health information, however, the company will require through written contract that its business associates appropriately safeguard health information.

**Benefit Coordination** – The plans may disclose health information to the extent authorized by and to the extent necessary to comply with plan benefit coordination.

**Workers' compensation** – The plans may disclose health information to the extent authorized by and to the extent necessary to comply with laws relating to workers' compensation or other similar programs established by law.

**Law Enforcement** – The plans may disclose health information for law enforcement purposes as required by law or in response to a valid subpoena.

**Sale of Business** – If the plans sponsor's business is being sold, then medical information may be disclosed.

The plans reserve the right to change their practices and to make the new provisions effective for all protected health information they maintain. Should the company's information practices change, it will mail a revised notice to the address supplied by each employee.

The plans will not use or disclose employees' or beneficiaries' health information without their written authorization, except as described in this notice.

#### For More Information or to Report a Problem

If you have questions or would like additional information, you may contact the Graduate School's plan privacy and security officer/contact. At Lake Forest Graduate School of Management these functions are performed, as allowed by law, by a single individual:

Karly Long – HR Generalist Lake Forest Graduate School of Management 1905 W. Field Court Lake Forest, IL 60045 847.574.5244

If you believe your privacy rights have been violated, you can file a complaint in writing (electronically or on paper) with the plan privacy and security officer/contact named above or with the Secretary of Health and Human Services – Office of Civil Rights. There will be no retaliation for filing a complaint.

The plans reserve the right to change the terms of this notice and to make the new notice provisions effective for all protected health information that they maintain. Any new notice will be sent to you by first-class mail or electronically if you so agree.

The effective date of this notice is April 20, 2006

Amended: 1/1/2017 Supersedes: 2/1/2015

Regular full and part-time employees will be paid their regular rate of pay while serving on a jury up to a maximum of two weeks in any one calendar year. If an employee is required to serve on a jury longer than two weeks, he or she may use available paid time off, excluding sick time.

All benefits and benefit accruals will continue during the period of paid jury duty. Employees are expected to report for work whenever the court schedule permits and as soon as their jury duty is over.

Lake Forest Graduate School of Management may ask an employee to write a letter requesting jury service to be postponed if the absence of the employee would cause significant operational problems or undue hardship.

# OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA)

Amended: 1/1/2017 Supersedes: 2/1/2015

LFGSM complies with the Occupational Health and Safety Act of 1970. LFGSM provides workers with a safe workplace that does not have serious hazards and follows all OSHA safety and health standards. LFGSM will try to find and correct safety and health problems and will try to eliminate or reduce hazards. It is our intention to provide a clean and safe working environment, free from dangerous materials and conditions. The Graduate School will comply with OSHA by providing a workplace free from hazards and will comply with recognized standards.

All employees are required to comply with rules prohibiting unsafe and unclean materials and use best judgment in keeping workspaces and common areas free of hazards.

A Federal Poster with complete details can be found on employee information bulletin boards at all LFSM locations.

#### PANDEMIC HEALTH AND SAFETY

Added: 2/15/2021

These guidelines address workplace safety measures during a pandemic. Primary concerns include:

- Personal hygiene guidelines such as distancing, face covering, and hand sanitizing
- Facility disinfection
- Indoor environmental quality (IEQ) i.e. air circulation and filtration
- Notification to employees in the event of exposure
- Room and facility maximum capacity in order to maintain physical distancing

The following best practices are based on recommendations from the Occupational Safety and Health Administration (OSHA), Illinois Department of Public Health (IDPH), and Center for Disease Control (CDC). Anyone entering our facilities are required to abide by the following guidelines:

# Personal Hygiene Guidelines

- Wear a mask when interacting with others.
- Keep at least a 6' distance from others.
- Wash or sanitize hands often, especially upon arrival and departure from campus.
- Continue to meet virtually even when on campus.
- Don't use the refrigerator, ice maker, dishwasher, silverware, coffee machines, water fountains, or vending machines.
- Don't congregate in the kitchen or other common areas.
- LFGSM cube walls are NOT impermeable barriers to COVID. If you have a cubicle neighbor
  when working on-campus, we recommend you arrange your work area so that you are <u>not</u>
  facing your neighbor through the cubicle wall or move to an alternative workspace such
  as a break out room or empty classroom.
- Only one person is allowed in the elevator at any time.
- Under no circumstances are guests, visitors, or family members allowed on-campus with you. Certain faculty members may be allowed to accompany an employee with prior approval from HR.

# Facility Disinfection/Cleaning

- The entire LFGSM building is fogged with disinfection spray at least once per week.
   Railings, door knobs, light switches, bathroom surfaces and handles, common area surfaces are wiped daily. Enhanced cleaning procedures are in progress.
- Employees are responsible for disinfecting any surfaces and areas they have worked in upon arrival and before leaving the premises.
- Employees are responsible for disinfecting surfaces and door knobs before and after they use meeting rooms.
- Signage is prevalent at LF Campus related to social distancing and washing hands.
- Classrooms, break-out rooms, conference rooms, and halls will be disinfected and cleaned by maintenance staff after each use.

# **Indoor Environment**

- LFGSM will ensure there is adequate flow of fresh air to workspaces and optimize the ventilation system.
- If desk fans are used, employees should to take steps to minimize air from fans blowing from one person directly to another.
- Humidity and temperature are to remain at comfortable settings.

# **Employee Notification & Contact Tracing**

- Employees choosing to work on campus must notify HR and complete a pre-screen questionnaire (see addendum.)
- Employees are required to swipe their key card upon entry and exit.
- Under no circumstances will an employee be allowed to work on-campus if they are exhibiting COVID symptoms, have tested positive for COVID, or have reason to suspect they may have been exposed to the virus.
- No more than 50% of LFGSM's workforce will be allowed on campus at any one time.
- Employees exposed to or test positive for COVID are to notify HR immediately.
- As soon as HR is notified of an exposure or positive test, the campus will be closed to all
  persons until it is deemed safe to return. Maintenance staff will conduct a thorough
  cleaning. HR will immediately notify any individuals that may have had contact. The
  identity of any person reporting exposure will be kept confidential.

# **Room Capacity**

The following chart shows the maximum room capacity for LFGSM meeting rooms. Maximums will be strictly enforced. Personal Hygiene and Facility Disinfection/Cleaning guidelines are to be maintained in conjunction with room capacity limits.

Meeting Room	Maximum Capacity during Pandemic
Conference room:	4
Classroom:	10
Break-out room:	1
Hall A:	10
Hall B:	20
Hall C:	10
Hall AB:	30
Hall BC:	30
Hall ABC:	40

Thank you for your adherence to these guidelines for your own safety and protection as well as the safety and protection of others.

# Addendum

# Pandemic Questionnaire

Employees choosing to work on campus must notify HR and complete the following pre-screen questionnaire:

	No	Yes
Do you have a fever of 100 or higher when taking your temperature?		
Have you felt feverish?		
Do you have a cough?		
Do you have a sore throat?		
Have you been experiencing difficulty breathing or a shortness of breath?		
Do you have muscle aches?		
Have you had a new or unusual headache (e.g., not related to caffeine, diet, or		
hunger, not related to a history of migraines, clusters, or tension, not typical for		
you)?		
Have you noticed a new loss of taste or loss of smell?		
Have you been experiencing chills?		
Do you have any gastrointestinal concerns (e.g., abdominal, pain, vomiting,		
diarrhea)?		
Is anyone in your household displaying any symptoms of COVID-19?		
To the best of your knowledge, have you or anyone in your household come into		
close contact with anyone who has tested positive for COVID-19?		

# **PAY DAYS**

Amended: 1/1/2017 Supersedes: 2/1/2015

Employees are paid bi-weekly on Thursdays. Each paycheck will include earnings for work performed through Saturday of the previous two-week payroll period. In the event that a bank holiday falls on a payday, The School will make every attempt to process paychecks prior to the bank holiday.

Employees may have their pay directly deposited into their bank accounts, and are strongly encouraged to do so.

## REFERENCES

Amended: 1/1/2017 Supersedes: 2/1/2015

• The Graduate School will only confirm dates of employment and positions held in response to requests from potential employers or lending institutions.

- It will respond to requests for salary information about current or former employees only upon receipt of a written authorization by the current or former employee to furnish this information.
- Only Human Resources staff members are authorized to respond to requests about current or former employees.
- Employees of the Graduate School are not permitted to respond to questions regarding the likelihood of continued employment of a current employee.

Amended: 8/1/2020 Supersedes 2/1/2015

LFGSM employees are an important part of the institutional family, and are influential representatives of the LFGSM brand. LFGSM's legitimate interests can, in certain circumstances be compromised by inappropriate online activities. LFGSM employees are encouraged to follow some fundamental guidelines when engaging in social web activity that makes mention of LFGSM, its programs, or its faculty, staff, students or alumni. Online social activity includes, but is not limited to, the generation of content through networking sites such as Facebook, Instagram, LinkedIn and Glassdoor; photo sharing sites such as snapchat; review and comment features on public web sites such as Yelp; and streaming video sites such as YouTube and Vimeo.

## **Statement of Guiding Principles**

- Remember that you are an ambassador for LFGSM and that your testimonials are powerful. We appreciate you sharing the value of your LFGSM employment experience and the value of our educational services with your online networks.
- Respect any confidential or proprietary information. Blogs or social networking
  posts may not disclose any trade secrets, "insider information" or other
  confidential or proprietary information of LFGSM or violate any privacy policies.
  Moreover, blogs or social networking posts may not violate any of the terms of
  any confidentiality agreement entered into by an employee or any confidentiality
  of information policy maintained by LFGSM.
- When including your LFGSM affiliation in your social media profiles and bios, it's best to include the full name and acronym ["Lake Forest Graduate School of Management (LFGSM)"] for clarity and search-ability.
- LFGSM's visual identity (its logos, word marks and taglines) are the trademarked property of Lake Forest Graduate School of Management. The use of such assets without permission is prohibited. Contact a marketing department representative for assistance related to the use of the LFGSM brand.
- When commenting about LFGSM, its faculty and staff, its students and alumni, its business partners, and its competitors, we realize you may challenge ideas and opinions, but remember that personal attacks and defamatory comments are prohibited. Social media is a great way to learn and share, but is not the ideal forum for resolving issues and concerns. We encourage you to bring any concerns you may have directly to LFGSM's attention (in person, via telephone, or via email), so they can be addressed.
- If you create content that focuses on your personal opinions but includes your LFGSM affiliation in your headlines or bio, please make it clear that the view expressed are yours alone, and do not necessarily represent the views of the

School.

- Per the LFGSM Reference Guideline, only Human Resources staff members are authorized to respond to verbal or written requests about current or former employees. All requests for information on current or former employees should be forwarded promptly to Human Resources. Use integrity and best judgment when endorsing or recommending a co-worker or faculty member on any social or professional networking site. Only speak to those skills that you have first-hand knowledge of and know to be true facts. To protect the School from any liability, we ask that managers refrain from endorsing or recommending their direct reports on social media sites.
- Ask your manager if you have any questions about what is appropriate to include in your online content.
- Social media activities should never interfere with work commitments.
- Please note that the School's Code of Conduct for Staff and Faculty extends to conduct on social media.

# SOLICITATION, DISTRIBUTION, AND POSTING

Amended: 2/1/2015

Lake Forest Graduate School of Management prohibits the solicitation, distribution and posting of materials by any employee or non-employee, except as permitted by these guidelines. This includes solicitation, distribution, or posting by any means, including but not limited to in person, by phone, or via electronic communications. Exceptions to these guidelines are programs, products and services sponsored by the Graduate School.

- Employees may display or post literature including but not limited to signs, fliers, announcements, and solicitations – only on a "Community Bulletin Board" in the mail rooms of the Graduate School, as long as the posting meets the following guidelines:
  - The posting does not contain any content that could be construed as being disparaging of an individual's sex, race, color, national origin, religion, creed, age, disability, ancestry, marital status, sexual orientation, veteran status, family leave care status, or any other legally protected status or characteristic.
  - The posting does not contain any content that could be interpreted as being offensive, defamatory, derogatory, disruptive, harassing, threatening, pornographic, obscene, vulgar or profane.
  - The posting is consistent with the Graduate School's Conduct of Employees Guidelines.
- 2. Employees may not solicit other employees nor inquire about or respond to solicitations that are not sponsored by the School in person, by phone, or via electronic communications while on working time except as outlined in No. 1 above. Employees may not distribute literature in work areas of the School.

# TERMINATION/RESIGNATION

Amended: 2/1/2015

All employment with Lake Forest Graduate School of Management is "at will." Termination of employment by resignation or termination is an inevitable part of the employer/employee relationship. These guidelines address the process to be followed by the employee and the School when the employment relationship ends.

Employees are asked, as a matter of courtesy, to give adequate written notification of their intent to terminate employment with the Lake Forest Graduate School of Management. Adequate notice is between two and four weeks, depending upon the position. Accrued but unused vacation or personal time may not be used in lieu of proper notice.

Amended: 8/1/2020 Supersedes: 1/1/2017

Lake Forest Graduate School of Management (LFGSM) is committed to providing a non-discriminatory and harassment free educational and working environment for all members of the LFGSM community, including students, faculty, administrators, staff, and visitors. This policy prohibits all forms of sexual or gender-based harassment, discrimination or misconduct, including sexual violence, sexual assault, and stalking. Misconduct of this nature is contrary to LFGSM's institutional values and prohibited by state and federal law.

LFGSM encourages the prompt reporting of any incident of sexual or gender-based misconduct to local law enforcement and to LFGSM's Title IX Coordinator using the complaint procedure described in this guideline. This means that anyone that is either a victim or a witness of sexual or gender-based misconduct must report the incident.

Upon receipt of a complaint, the School will take prompt and effective action by: providing interim remedies and support for individuals who make a report or seek assistance under this policy (referred to as the "complainant"); conducting a review of the conduct under Title IX of the Education Amendments of 1972; addressing the safety of individuals and the campus community; and as warranted, pursuing resolution through informal measures or formal disciplinary action including immediate expulsion or termination, against the accused individual (referred to in this policy as the "respondent"). The policy provides specific procedures for investigation and resolution based on the role of respondent (student, staff or faculty).

This policy has been developed to reaffirm LFGSM's institutional values, to define community expectations, to provide recourse for those individuals whose rights have been violated, and to provide for fair and equitable procedures for determining when this policy has been violated. The School is committed to fostering a climate free from sexual and non-sexual harassment and violence, through clear and effective policies, a coordinated education and prevention program, and prompt and equitable procedures for resolution of complaints.

Retaliation against any person or group who makes a complaint, cooperates with an investigation, or participates in a grievance procedure is a violation of School policy. Retaliation should be reported promptly to the Title IX Coordinator, which may result in disciplinary action.

The School encourages all members of our community to participate in the process of creating a safe, welcoming and respectful environment. In particular, the School expects that all LFGSM community members will take reasonable and prudent actions to prevent or stop an act of sexual or any other misconduct. Taking action may include direct intervention when safe to do so, enlisting the assistance of friends, contacting the

Zacharias Sexual Abuse Center or other community based sexual assault crisis center, contacting law enforcement, contacting the Title IX Coordinator or seeking assistance from a person in authority. Community members who choose to exercise this positive moral obligation will be supported by the School and protected from retaliation.

## Notice of Non-Discrimination

The School does not permit discrimination or harassment in its programs and activities on the basis of race, color, national origin, ancestry, sex, gender, gender identification, sexual orientation, disability, age, religion, physical and/or mental disability, medical condition, veteran status, marital status or any other characteristic protected by institutional policy or state, local, or federal law.

This policy addresses all forms of sexual discrimination, including sexual harassment and sexual violence. Sex discrimination is prohibited by Title IX of the Education Amendments of 1972, a federal law that provides that:

"No person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity receiving Federal financial assistance."

This policy prohibits sexual harassment, sexual violence, and stalking of LFGSM community members of any gender, gender identity, gender expression or sexual orientation. This policy also prohibits gender-based harassment that does not involve conduct of a sexual nature.

The School, as an educational community, will respond promptly and equitably to reports of sexual harassment, sexual violence and stalking in order to eliminate the harassment, prevent its recurrence, and address its effects on any individual or the community.

The School has designated Currie Gasche, Director of Student Experience & Engagement to serve as the School's Title IX Coordinator. The Title IX Coordinator oversees LFGSM's review, investigation, and resolution of reports of sexual harassment, sexual violence and stalking. The Coordinator also oversees the School's overall compliance with Title IX. The Title IX Coordinator is:

- Responsible for oversight of the investigation and resolution of all reports of sexual harassment, sexual violence and stalking involving students, staff, administrators, faculty, vendors, and visitors;
- Knowledgeable and trained in School policies and procedures and relevant state and federal laws;
- Available to advise any individual, including a complainant, a respondent or a third party, about the courses of action available at LFGSM, both informally and formally, and in the community;

- Available to provide assistance to any LFGSM employee regarding how to respond appropriately to a report of sexual harassment, sexual violence, or stalking;
- Responsible for monitoring full compliance with all procedural requirements and time frames outlined in this policy; and
- Responsible for training, prevention and education efforts and periodic reviews of climate and culture.

Inquiries or complaints concerning the application of Title IX may contact LFGSM's Title IX Coordinator:

Currie Gasche Office for Civil Rights

Title IX Coordinator U. S. Department of Health and Human

Services (847) 574-5158 233 N. Michigan Ave., Ste. 240

1905 W. Field Ct. Chicago, IL 60601

Lake Forest, IL 60045 Voice Phone (800) 368-1019

Email: cgasche@lfgsm.edu FAX: (312) 886-1807

Anonymous report: <u>TitleIXComplaints@lfqsm.edu</u>

**Zacharias Sexual Abuse Center** 

Northern Cook and Lake County Sexual Assault Crisis

Center 24 Hour Support Line: 847-872-7799

Website: www.zcenter.org

ZCenter Skokie - 4232 Dempster St., Skokie, IL 60076

ZCenter Gurnee - 4275 Old Grand Avenue, Gurnee, IL 60031

Northwest CASA (Coalition Against Sexual Abuse) 888-802-8890 415 W. Golf Rd., Suite 47 Arlington Heights, IL 60005

## **Privacy and Confidentiality**

LFGSM is committed to protecting the privacy of all individuals involved in a report of sexual harassment, sexual violence, or stalking. Throughout the process, every effort will be made to protect the privacy interests of all individuals involved in a manner consistent with the need for a thorough review of the report.

Privacy and confidentiality have distinct meanings under this policy.

**Privacy:** Privacy generally means that information related to a report of misconduct will only be shared with a limited circle of individuals. The use of this information is limited to those employees who "need to know" in order to assist in the active review, investigation or resolution of the report. While not bound by confidentiality, these

individuals will be discreet and respect the privacy of all individuals involved in the process.

**Confidentiality:** Confidentiality means that information shared by an individual with designated campus or community professionals cannot be revealed to any other individual without the express permission of the individual.

## **Definitions**

**Sexual Harassment:** Any unwelcome sexual advance, request for sexual favors, or other unwelcome verbal or physical conduct of a sexual nature when:

- (1) Submission to or rejection of such conduct is made, either explicitly or implicitly, a term or condition of an individual's employment, evaluation of academic work, or participation in any aspect of a School program or activity; or
- (2) Submission to or rejection of such conduct by an individual is used as the basis for decisions affecting the individual; or
- (3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work or academic performance, i.e. it is sufficiently serious, pervasive or persistent as to create an intimidating, hostile, humiliating, demeaning, or sexually offensive working, academic, residential, or social environment under both a subjective and objective standard.

A single isolated incident of sexual harassment may create a hostile environment if the incident is sufficiently severe. The more severe the conduct, the less need there is to show a repetitive series of incidents to create a hostile environment, particularly if the harassment is physical.

Sexual harassment also includes gender-based harassment, which may include acts of verbal, nonverbal, or physical aggression, intimidation, or hostility based on sex or sex stereotyping, even if those acts do not involve conduct of a sexual nature.

## Sexual harassment:

- May be blatant and intentional and involve an overt action, a threat or reprisal, or may be subtle and indirect, with a coercive aspect that is unstated.
- Does NOT have to include intent to harm, be directed at a specific target, or involve repeated incidents.
- May be committed by anyone, regardless of gender, age, position or authority.
   While there is often a power differential between two persons, perhaps due to differences in age, social, educational or employment relationships, harassment can occur in any context.
- May be committed by a stranger, an acquaintance, or someone with whom the

- complainant has an intimate or sexual relationship.
- May be committed by or against an individual or may be a result of the actions of an organization or group.
- May occur by or against an individual of any sex, gender identity, gender expression or sexual orientation.
- May occur in the classroom, in the workplace, in residential settings, or in any other setting.
- May be a one-time event or can be part of a pattern of behavior.
- May be committed in the presence of others or when the parties are alone.
- May affect the complainant and/or third parties who witness or observe harassment and are affected by it.

Examples of conduct that may constitute sexual harassment as defined above may include a severe, persistent or pervasive pattern of unwelcome conduct that includes one or more of the following:

- Physical conduct:
  - Unwelcome touching, sexual/physical assault, impeding, restraining, or blocking movements
  - Unwanted sexual advances within the employment context
- Verbal conduct:
  - Making or using derogatory comments, epithets, slurs or humor
  - Verbal abuse of a sexual nature, graphic verbal commentaries about an individual's body, sexually degrading words used to describe an individual, suggestive or obscene letters, notes or invitations.
  - Objectively offensive comments of a sexual nature, including persistent or pervasive sexually explicit statements, questions, jokes, or anecdotes
- Visual conduct:
  - Leering, making sexual gestures, displaying of suggestive objects or pictures, cartoon or posters in a public space or forum
  - Severe, persistent, or pervasive visual displays of suggestive, erotic, or degrading sexually oriented images that are not pedagogically appropriate
- Written conduct: letters, notes or electronic communications containing comments, words, or images described above
- Quid pro quo conduct:
  - Direct propositions of a sexual nature between those for whom a power imbalance or supervisory or other authority relationship exists
  - o Offering employment benefits in exchange for sexual favors
  - Making submission to sexual advances an actual or implied condition of employment, work status, promotion, grades, or letters of recommendation, including subtle pressure for sexual activity, an element of which may be

repeated requests for private meetings with no academic or work purpose

Making or threatening reprisals after a negative response to sexual advances

**Consent:** (i) freely given agreement to sexual activity, (ii) a person's lack of verbal or physical resistance or submission resulting from the use or threat of force does not constitute consent.

(iii) a person's manner of dress does not constitute consent, (iv) a person's consent to past sexual activity does not constitute consent to future sexual activity, (v) a person's consent to engage in sexual activity with one person does not constitute consent to engage in sexual activity with another, (vi) a person can withdraw consent at any time, and (vii) a person cannot consent to sexual activity if that person is unable to understand the nature of the activity or give knowing consent due to circumstances, including without limitation the following:

- (A) The person is incapacitated due to the use or influence of alcohol or drugs;
- (B) The person is asleep or unconscious;
- (C) The person is under age; or
- (D) The person is incapacitated due to mental disability.

Sexual Assault: Having or attempting to have sexual intercourse with another individual:

- By force or threat of force;
- Without effective consent; or
- Where that individual is incapacitated.

Non-Consensual Sexual Contact: Having sexual contact with another individual:

- By force or threat of force;
- Without effective consent; or
- Where that individual is incapacitated.

**Stalking:** A course of physical or verbal conduct directed at another individual that could be reasonably regarded as likely to alarm, harass, or cause fear of harm or injury to that person or to a third party. A course of conduct consists of at least two acts. The feared harm or injury may be physical, emotional, or psychological, or related to the personal safety, property, education, or employment of that individual. Stalking includes cyberstalking, a particular form of stalking in which electronic media such as the Internet, social networks, blogs, cell phones, texts, or other similar devices or forms of contact are used to pursue, harass, or to make unwelcome contact with another person in an unsolicited fashion.

**Retaliation:** Acts or attempts to retaliate or seek retribution against the complainant, respondent, or any individual or group of individuals involved in the complaint, investigation and/or resolution of an allegation of sexual misconduct. Retaliation can be committed by any individual or group of individuals, not just a respondent or complainant. Retaliation can take many forms, including threats, intimidation, pressuring, continued abuse, violence or other forms of harm to others.

# Reporting

LFGSM encourages all individuals to seek assistance from a medical provider and/or law enforcement immediately after an incident of sexual violence. This is the best option to ensure preservation of evidence and to begin a timely investigative and remedial response. Campus authorities will provide assistance in notifying law enforcement when requested to do so.

The School encourages all individuals to report any incidences of misconduct to The Title IX Coordinator.

Making a report means telling someone in authority what happened -- in person, by telephone, in writing or by email. At the time a report is made, a complainant does not have to decide whether or not to request any particular course of action, nor does a complainant need to know how to label what happened. Choosing to make a report, and deciding how to proceed after making the report, can be a process that unfolds over time.

Any individual who reports sexual harassment, sexual violence, or stalking can be assured that all reports will be investigated within 12 hours after receiving notification of a complaint and resolved in a fair and impartial manner. A complainant, a respondent and all individuals involved can expect to be treated with dignity and respect. In every report under this policy, the School will make an immediate assessment of any risk of harm to the complainant or to the broader campus community and will take steps necessary to address those risks. These steps will include interim measures to provide for the safety of the individual and the campus community.

#### **Interim Protective Measures**

The School will make every reasonable accommodation to protect a survivor including making alternative arrangements for courses and enforcing a campus issued order of protection or no contact order.

## Options for Resolution

**Overview:** Upon receipt of a report and within 12 hours of the complaint, the Title IX Coordinator will conduct an <u>Initial Title IX Assessment</u>. The goal of this assessment is to provide an integrated and coordinated response to reports of sexual harassment or Page | 76

misconduct. The assessment will consider the nature of the report, the safety of the individual and of the campus community, and the complainant's expressed preference for resolution.

Initial Title IX Assessment: In every report of sexual harassment or misconduct, the School will make an immediate assessment of any risk of harm to individuals or to the campus community and will take steps necessary to address those risks. The preponderance of evidence standard will be used in these proceedings. These steps may include interim protective measures to provide for the safety of the individual and the campus community.

The initial review will proceed to the point where a reasonable assessment of the safety of the individual and of the campus community can be made. Thereafter, the investigation may be initiated depending on a variety of factors, such as the complainant's wish to pursue disciplinary action, the risk posed to any individual or the campus community by not proceeding, and the nature of the allegation.

**Investigation:** Where the Title IX assessment concludes that disciplinary action may be appropriate, the School will initiate an investigation. The School will designate an investigator who has specific training and experience investigating allegations of sexual harassment and sexual misconduct. The investigator may be an employee of the School or an external investigator engaged to assist the School in its fact gathering.

The investigator will conduct the investigation in a manner appropriate in light of the circumstances of the case, which will typically include interviews with the complainant, the respondent and any witnesses. The interviews will be supplemented by the gathering of any physical, documentary or other evidence. As part of the investigation, the School will provide an opportunity for the parties to present witnesses and other evidence.

The investigation is designed to provide a fair and reliable gathering of the facts. The investigation will be thorough, impartial and fair, and all individuals will be treated with appropriate sensitivity and respect. As described in the Privacy and Confidentiality section, the investigation will be conducted in a manner that is respectful of individual privacy concerns.

The School will seek to complete the investigation within 20 (twenty) business days of receiving the complaint, but this time frame may be extended depending on the complexity of the circumstances of each case. Both parties shall have the opportunity to provide or present evidence and witnesses on their behalf during the complaint resolution procedure. At the conclusion of the investigation, the report will be forwarded to the Title IX Coordinator.

Information gathered during the review or investigation will be used to evaluate the responsibility of the respondent, provide for the safety of the complainant and the School campus community, and impose remedies as necessary to address the effects of the conduct cited in the report. Where there is sufficient information set forth that, if proven, would constitute a violation of policy, the School will have the discretion to institute Formal Resolution proceedings against the respondent. At the conclusion of the investigation, the School will notify all parties that the investigation is complete and provide information about next steps in the process.

Based on the information gathered in the initial Title IX assessment and/or full investigation, the School will take appropriate measures designed to end the misconduct, prevent its recurrence and address its effects.

The Title IX Coordinator will document each report or request for assistance in resolving a case involving charges of sexual misconduct, whether formal or informal, and will review and retain copies of all reports generated as a result of investigations. These records will be kept confidential to the extent permitted by law. Both parties are entitled to receive simultaneous, written notification of the results of the complaint resolution procedure within 7 days or the resolution.

**Informal Resolution:** Informal resolution is a remedies-based, non-judicial approach designed to eliminate a hostile environment without taking disciplinary action against a respondent.

Where the Title IX assessment concludes that informal resolution may be appropriate, the School will take immediate and corrective action through the imposition of individual and community remedies designed to maximize the complainant's access to the educational activities at the School and to eliminate a hostile environment. Other potential remedies include targeted or broad-based educational programming or training, direct confrontation of the respondent and/or indirect action by the Title IX Coordinator or the School. Depending on the form of informal resolution used, it may be possible to maintain anonymity.

The School will not compel a complainant to engage in mediation, to directly confront the respondent, or to participate in any particular form of informal resolution. Mediation, even if voluntary, may not be used in cases involving sexual violence or assault. The decision to pursue informal resolution will be made when the School has sufficient information about the nature and scope of the conduct, which may occur at any time. Participation in informal resolution is voluntary, and a complainant can request to end informal resolution at any time.

The Title IX Coordinator will maintain records of all reports and conduct referred for informal resolution. Informal resolution will typically be completed within thirty (30) business days of the initial report.

Formal Resolution: Disciplinary action against a respondent may only be taken through Formal Resolution procedures. Because the relationship of students, staff, and faculty to the School differ in nature, the procedures that apply when seeking disciplinary action necessarily differ as well. Each of the procedures, however, is guided by the same principles of fundamental fairness and respect for all parties, which require notice, an equitable opportunity to be heard, and an equitable opportunity to respond to a report under this policy.

Time Frame for Resolution: The School seeks to resolve all reports within 60 days of the initial report. All time frames expressed in this policy are meant to be guidelines rather than rigid requirements. Extenuating circumstances may arise that require the extension of time frames, including extension beyond 60 days. Extenuating circumstances may include the complexity and scope of the allegations, the number of witnesses involved, the availability of the parties or witnesses, the effect of a concurrent criminal investigation, any intervening school break or vacation, or other unforeseen circumstances.

In general, a complainant and respondent can expect that the process will proceed according to the time frames provided in this policy. In the event that the investigation and resolution exceed this time frame, the School will notify all parties of the reason(s) for the delay and the expected adjustment in time frames. Best efforts will be made to complete the process in a timely manner by balancing principles of thoroughness and fundamental fairness with promptness.

Sanctions: If the School finds a respondent in violation of this policy, it may recommend appropriate sanctions that may include, but are not limited to, those set forth below. Sanctions may be issued individually, or a combination of sanctions may be imposed. The complainant and respondent will each have the opportunity to present a written statement about impact and/or requested sanctions. The hearing panel will review these statements only if the respondent has been found responsible for one or more violation.

# In general:

- Any member of the LFGSM Community who is determined to have committed sexual assault may receive a sanction ranging from suspension to expulsion (for students) or warning to immediate termination (for faculty or staff.)
- Any member of the LFGSM Community who is determined to have committed non- consensual sexual contact or any other prohibited form of conduct may receive a sanction ranging from conduct warning to expulsion (for students) or warning to immediate termination (for faculty or staff.)

**Records:** The Title IX Coordinator will retain records of all reports and complaints, regardless of whether the matter is resolved by means of Title IX assessment, informal resolution or formal resolution.

Affirmative findings of responsibility in matters resolved through formal resolution are part of a student's conduct record and an employee's personnel record. Such records shall be used to review any further conduct, or developing sanctions, and shall remain a part of a student's conduct record or an employee's personnel record.

Generally suspension, expulsion, and withdrawal pending disciplinary action are permanently noted on a student's transcript. The conduct files of students who have been suspended or expelled from the School are maintained in the Title IX Coordinator indefinitely. Conduct files of students who have not been suspended or expelled are maintained by the Title IX Coordinator for no fewer than seven years from the date of the incident. Further questions about record retention should be directed to the Title IX Coordinator.

# UNIFORMED SERVICES EMPLOYMENT AND REEMPLOYMENT RIGHTS ACT (USERRA)

Amended: 2/1/2015

USERRA protects the job rights of individuals who voluntarily or involuntarily leave employment positions to undertake military service or certain types of service in the National Disaster Medical System. USERRA also prohibits employers from discriminating against past and present members of the uniformed services, and applicants to the uniformed services.

The Graduate School will comply with the rights and regulations as defined in USERRA.

Federal Posting with complete details can be found on employee information bulletin boards at all LFSM locations.

# VICTIM'S ECONOMIC SECURITY AND SAFETY ACT (VESSA)

Amended: 2/1/2015

A regular full-time or part-time employee who is a victim of domestic or sexual violence or who has a family or household member who is a victim of domestic or sexual violence whose interests are not adverse to the employee as it relates to the domestic or sexual violence may take unpaid time off in accordance with the Victims' Economic Security and Safety Act ("VESSA").

The Graduate School does not discriminate against victims of domestic or sexual violence. This guideline will be interpreted in accordance with the provisions of VESSA and any relevant Graduate School guidelines.

#### Reasons for Leave

VESSA allows an employee to take leave (i.e., time away from work) for one or more of the following reasons:

- To seek medical attention for, or recover from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
- 2. To obtain services from a victim services organization for the employee or the employee's family or household member;
- 3. To obtain psychological or other counseling for the employee or the employee's family or household member;
- 4. To participate in safety planning, temporarily or permanently relocating, or taking other actions to increase the safety of the victim from future domestic or sexual violence:
- 5. To seek legal assistance to ensure the health and safety of the victim, including preparing for or participating in court proceedings related to the sexual violence.

### **Benefits**

During leave under VESSA, group health insurance for the employee and any covered dependents will continue for the twelve week leave period under the same conditions as if the employee continued to work. If paid leave is not available, the employee must reach an agreement with the Graduate School regarding the method by which the employee will pay his or her share of the cost of benefits. If an employee fails to return from leave, the Graduate School may recover any premiums paid to maintain coverage for the employee and the employee's dependents during leave unless the employee's failure to return to work is due to the continuation, recurrence or onset of domestic or sexual violence that entitled the employee to leave under VESSA or other circumstances beyond the control of the employee. The Graduate School may require an employee to provide certification that the employee is not able to return to work because of one of

these reasons.

#### Reinstatement

After taking VESSA leave, an employee is entitled to return to his or her previous position or an equivalent position with no loss of benefits that were earned prior to the leave. The employee is not entitled to any position or right he/she would not have been entitled to if the employee had not taken the leave. If the leave extends beyond twelve weeks, the employee is not guaranteed a position.

#### Reasonable Accommodation

The Graduate School will make reasonable accommodation to the known limitations resulting from circumstances relating to being a victim of domestic or sexual violence or a family or household member being a victim of domestic or sexual violence of an otherwise qualified employee, unless it would pose an undue hardship. This could include a transfer, reassignment, modified schedule, a changed phone number or seating assignment, installation of a lock or implementation of a safety procedure.

#### **Definitions**

Domestic or sexual violence: means domestic violence, sexual assault or stalking.

**Family or household member:** means a spouse, parent, son, daughter, other person related by blood or by present or prior marriage, other person who shares a relationship through a son or daughter, and persons jointly residing in the same household.

# **Supporting Procedures**

**Duration:** An eligible employee may take up to a total of 12 workweeks of leave during any 12 month period. The VESSA Act does not create a right for an employee to take unpaid leave that exceeds or is in addition to the unpaid leave time allowed under the federal Family and Medical Leave Act of 1993.

**Intermittent or Reduced Schedule:** Leave may be taken on an intermittent or reduced work schedule basis.

**Notification:** If practical, an employee is required to give the Graduate School at least 48 hours advance notice of the need to take leave. An employee on leave may be required to report periodically on the status of his or her leave and the employee's intention to return to work.

**Substitution of Leave:** Although VESSA leave is unpaid, an employee who is entitled to take paid leave, such as vacation or personal time pursuant to normal guidelines governing paid time off, may elect to substitute this paid time off for equivalent leave under VESSA.

**Certification:** An employee who wishes to take leave under VESSA must provide the Graduate School with certification that the employee or the employee's family or household member is a victim of domestic or sexual violence and that leave is for one

of the five permissible purposes under VESSA. Employees are required to submit such certification within a reasonable period after request by the Graduate School. Certification may consist of a sworn statement of the employee and furnishing the School with any of the following:

- Documentation from a victim services organization, an attorney, a member of the clergy, or a medical or other professional from whom the employee or the employee's family or household member has sought assistance regarding domestic or sexual violence, or
- 2. A police or court record
- 3. Other corroborating evidence

All information provided to the Graduate School pursuant to VESSA's notification and certification requirements will be kept confidential except to the extent that the employee consents in writing to disclosure or as otherwise required or permitted by applicable law.

Posting with complete details can be found on employee information bulletin boards at all LFSM locations.

Amended: 8/1/2020 Supersedes: 7/1/2017

The normal hours of work for all full-time, regular employees are 7.5 hours a day, five days a week. Customary business hours are 8:30 a.m. to 5:00 p.m., Monday through Friday.

Breaks and Rest Periods: Employees working 7  $\frac{1}{2}$  continuous hours are allowed to take a break or meal period of at least 20 minutes no later than 5 hours after the start of work. Non-exempt employees are allowed to take a 20 minute paid break no later than 5 hours after the start of work. If the schedule permits, non-exempt employees may be allowed but are not required to take a 1 hour unpaid lunch break.

**Flexible Work Schedules:** Employees may create a flexible work schedule to enhance work-life balance if the schedule aligns with the needs of the business. Flexible work schedules must be approved by the department head.

**Keep your calendar up to date**: Outlook has the capability to show your availability in a variety of categories such as in the office but unavailable, in the office available, and out of the office. For instructions on maximizing the efficiency of Outlook, please contact ITsupport@lfgsm.edu or Human Resources.

**Reserving a meeting room:** Schedule the use of meeting rooms such as interview rooms, classrooms, breakout rooms, or the conference room through Rendezvous on SharePoint or by contacting the receptionist.

Despite the emphasis on work-life balance, there may be times when employees need to be at work at specific times to accommodate the needs of our students, faculty, campus or Lake Forest events, and other constituents of the School. Staffing needs and operational demands may dictate variations in starting and ending times, as well as in total hours scheduled each day. Employees will be notified in advance of any changes in their normal work hours, and they are expected to adjust their schedules accordingly. This type of flexibility of hours is considered to be a condition of employment.

# **DISCLAIMER**

Amended: 2/1/2015

The Employee Handbook has been designed to provide employees with information about Lake Forest Graduate School of Management. It cannot be construed as a contract between the School and its employees, or as providing employees with any contractual rights or agreement.

All employees of Lake Forest Graduate School of Management are employed "at will," that is, either the employee or the School can terminate the employment relationship at any time and for any reason, with or without cause or notice.

Unless otherwise noted, the provisions in this handbook were most recently reviewed and adopted on August 1, 2020. The provisions of this handbook, including the provisions on employee benefits, may be changed or revoked at any time without prior notice.

This handbook applies to all regular, full-time, part-time and temporary employees of the School other than faculty but does not apply to independent contractors or employees of other employers working on School premises. Amended: 1/1/2021 Supersedes: 7/1/2015

I acknowledge that I have received the Lake Forest Graduate School of Management's Employee Handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it. An electronic copy of the Employee Handbook is posted on the intranet (*SharePoint*) of the Graduate School so that employees may have access to the guidelines and practices in effect at any given time.

I have read the Employee Handbook thoroughly and have received clarification from the Human Resources Department on any guideline or provision in the Handbook that was not clear to me.

I understand that the Employee Handbook reflects the guidelines and practices of Lake Forest Graduate School of Management in effect on the date of publication. I understand that nothing contained in the Employee Handbook may be construed as creating a promise of future benefits or a binding contract with Lake Forest Graduate School of Management for benefits, employment or for any other purpose. I also understand that these guidelines and procedures are continually evaluated and may be amended, modified or terminated at any time.

I understand that Lake Forest Graduate School of Management is an "at will" employer and, as such, employment with the Graduate School is not for a fixed term or definite period and may be terminated at the will of either party, with or without cause, and without prior notice. No supervisor or other representative of the Graduate School has the authority to enter into any agreement for employment for any specified period of time or to make any agreement contrary to the above.

Resources. Date: _	 	
Signature:	 	
Print Name:		

Please sign and date this acknowledgement and return it to Human