



Employee Handbook

July 2021

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ACKNOWLEDGMENT AND DISCLAIMER

I acknowledge receipt of this 2021 Employee Handbook (“Handbook”) of Education Affiliates (“EA”). I further acknowledge that this Handbook supersedes all prior verbal or written statements by EA concerning its employment policies, guidelines, and benefits and that this Handbook states EA’s policies and practices in effect on the date of publication. I agree and understand that:

1. My employment is governed by the policies described in this Handbook and it is my responsibility to familiarize myself with and understand all information it contains. If there is any policy or provision in the Handbook that I do not understand, I will seek clarification from my Campus President, my supervisor or the Corporate HR department;
2. EA is an “at will” employer and as such employment with EA 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;
3. This Handbook is neither an employment contract nor an agreement guaranteeing employment and/or the provision of benefits of any kind for any specified period of time; furthermore, any employee may voluntarily leave EA and EA may terminate employment or terminate or modify the benefits of any employee at any time for any reason or no reason at all;
4. EA has the right to revise, supplement or rescind the policies described in the Handbook or to modify or deviate from them at any time without notice, in EA’s sole discretion, with the exception of its at-will policy. EA intends to make such revisions in writing and provide them to its employees within a reasonable time prior to their implementation;
5. Immediately upon the termination of my employment with EA, I must return all Company-owned property, including, but not limited to, confidential or proprietary business information of EA, computer files, diskettes, documents (electronic or otherwise), computer databases, manuals, computer equipment, computer software, files, money, securities, keys, credit cards, phones, handbooks, financial and other reports, notes and all other information or property obtained or used by me in the course of my employment;
6. I agree to abide by and be bound by EA’s Confidential Nature of Work policy, both during and after the termination of my employment with EA.
7. I have reviewed the Drug and Alcohol Prevention policy which is included in this Handbook. I am aware that I will be alerted of any updates to this policy via electronic notice. In addition to this Handbook, I have been advised that the Campus Security Policy and Campus Crime Report(which explains the Institution’s security policy and procedures, includes information on emergency response and evacuation procedures, sexual assault, sex offenders, and violence against women (effective 10/1/13), as well as statistics for any incidents of crime that were reported in all requisite categories on or near the Institution’s property) are maintained in the consumer information section of campus websites. A paper copy of any of these reports is available upon request. I am aware that I will be alerted of any updates to the Campus Security Policy and Crime Reports via electronic notice. (See [Appendix B](#) for Campus Security Report URLs)
8. This acknowledgment must be signed and returned to Human Resources within seven (7) days of my start date or receipt of the Handbook, whichever is later.

Employee Name (please print)

Date

Employee Signature

Dear Education Affiliates Team Member:

I would like to personally welcome you to the exciting world of EA. If you are ready to accept the challenge of working in a quality-focused, fast-moving environment like ours, you will find ours to be an exciting culture in which to develop and nurture your career.

Whether you have just joined our team or are a long-time team member, I am confident that you will find EA to be a rewarding place in which to work, and I look forward to a productive and rewarding relationship with you. We consider our employees to be our most valuable resource and will treat you with that in mind. You are a member of this team because you care about the success of our students, yourself and our organization. If at any time you believe that we are doing things that are not in the best interest of those three groups, trust that there are people in the organization that want to hear from you. Our open-door policy ensures that you can contribute to the further development of our company by lending a voice that helps us make the right decisions.

There are several things that are important to keep in mind about this handbook. First, it contains only general information and guidelines. It isn't intended to be comprehensive or to address all the possible applications of, or exceptions to, the general policies and procedures described. For that reason, if you have any questions concerning eligibility for a particular benefit, or the applicability of a policy or practice to you, you should address your specific questions to your Campus President, your supervisor or the Corporate HR Department. Of course, the procedures, practices, policies and benefits that we describe here may be modified or discontinued from time to time, but we'll do our best to inform you of any changes as they occur.

Again, welcome to EA!

Sincerely,

A handwritten signature in black ink, appearing to read "Duncan Anderson". The signature is fluid and cursive, with a long horizontal stroke at the end.

Duncan Anderson
President

VISION, CORE VALUES AND BUSINESS STATEMENT

VISION STATEMENT

One of the central tenets of Education Affiliates' vision statement is that we will strive to have our Stakeholders be proud of their association with the organization and its accomplishments. In order to accomplish this, we will achieve high levels of satisfaction from our Stakeholders.

STUDENTS

Our students will, by virtue of their remaining in school and completing their education, demonstrate that they are attaining the goals that were set by themselves in attending an Education Affiliates school. A measurement of this success will be to have a consistently high percentage of the students who start our programs graduate. The graduates will make use of that satisfaction by having a high percentage of them obtain employment in the field of study in which they are engaged. Our student satisfaction surveys will reflect a high level of satisfaction with each school, and its employees. All of these will result in a high level of students who will feel free to recommend an Education Affiliates school to an associate while speaking highly of us to the public in general.

EMPLOYEES

All of our associates will feel proud of their employment by Education Affiliates and that will be reflected in having low employee turnover as well as having individuals want to come to work with us. In order to accomplish this, we will make sure that we hire the best available candidates for every position and that we take the time and effort to properly train them. The training will occur upon their initial employment as well as continuously throughout their association with Education Affiliates. As part of that hiring and training, we will seek out individuals who combine the ethics of hard work with an empathetic approach to others' problems and a sharing of Education Affiliates' values.

EMPLOYERS OF OUR GRADUATES

Those companies and individuals that hire or are responsible for hiring our graduates will seek out graduates of Education Affiliates schools over other potential and equally qualified hires. They will speak highly of the level of competence that our graduates have in their attained skill and their preparation for entering or reentering the workforce. They will feel free to commit their resources to assisting Education Affiliates by either participating on an Advisory Committee, giving us feedback on how we are doing or freely participating in the learning experience of our students as requested.

SHAREHOLDERS

The Shareholders of Education Affiliates will ensure that Education Affiliates is given the proper tools to accomplish its mission. They will have an open mind to suggestions for change from the balance of the Stakeholders and will support the Employees in their growth strategies. Education Affiliates will engage its resources in such a manner that it will maintain facilities in a safe, efficient and clean manner.

With all of the Stakeholders feeling free to communicate openly and candidly to the appropriate parties their concerns about perceived actions or behavior and to accept such constructive suggestions openly and honestly, Education Affiliates can achieve a balance within the organization that will allow it to continue to grow both organically or via acquisition commensurate with market opportunities while balancing the infrastructure needs of the organization.

This vision will be accomplished while maintaining our Business Statement and staying within our Values. Only then can we all be proud of our association with Education Affiliates.

CORE VALUES

INTEGRITY

We educate our students and operate our schools with uncompromised integrity and transparency.

STUDENT FOCUSED OUTCOMES

All decisions align with our students' best interests regarding their educations and careers. We continually strive to be innovative leaders in our industry.

COMMITMENT

We are a passionate and driven team focused on outstanding results.

SERVICE EXCELLENCE

We are service-driven and respectful of all stakeholders (students, employees, employers, investors, and community).

RESPECT

We are a diverse organization and respect every individual within our organization and our community.

BUSINESS STATEMENT

Education Affiliates provides an opportunity for organizations to hire the graduates of our schools who have completed a high quality, people oriented, post-secondary career training. These graduates are capable of utilizing those acquired skills in the business world, resulting in a positive impact for themselves and the businesses they are associated with.



Employment

EMPLOYEE CATEGORIES

Employees of Education Affiliates fall into the following categories:

- Full-Time
- Part-Time
- Temporary
- Federal Work Study

Full-Time

A full-time employee is defined as an employee who is regularly scheduled to work a minimum of 37.5 hours per week. Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Federal and State Wage and Hour Laws. Exempt employees are not eligible for overtime pay. Non-Exempt employees receive overtime pay in accordance with our overtime policy.

Part-Time

Part-time employees are classified as exempt or non-exempt and typically work a regular schedule of less than 37.5 hours per week. Part-time employees are typically not eligible for benefits, except where specifically noted in the benefits section.

Temporary Employees

A temporary employee is hired for a specified project or time frame. A temporary employee in a non-exempt position is paid by the hour while a temporary employee in an exempt position is paid according to the terms of hire for that individual. Temporary employees do not receive any additional compensation provided by the Company.

Federal Work Study

Federal Work Study (FWS) employees are active students who are awarded a fixed amount of maximum earnings over a specific time period as part of the student's financial aid award package. A portion of each student's earned hourly wage will be paid by federal funds, provided that the hours worked are properly documented and the FWS employee's time record is certified and signed by the FWS employee's supervisor. Generally, the student employees work between 10 and 25 hours per week in student service and community service positions. Eligible and approved FWS employment positions may be on campus or off campus in approved non-profit community service organizations.

TRANSFERS AND PROMOTIONS

Education Affiliates encourages employees to assume higher-level positions or lateral transfers for which they may qualify. Toward this end, Education Affiliates has a job posting program that offers employees the opportunity to apply for certain positions within the Company. Employees may apply to an internal job posting through the link to the Internal Career Center on the ADP homepage.

Generally, employees must be in their job for at least one year before applying for a change in position. In addition, employees must have a record of good performance. Each employee requesting a transfer will be considered for the new position along with all other applicants. Each transfer is evaluated on an individual basis, depending on the needs of both of the departments or locations involved. All final decisions regarding transfers will be made by Management.

Employees who wish to apply for a transfer should discuss it first with their supervisor/manager so that it may be determined if their skills fit the requirements of the desired job. Employees should also feel free to discuss their career aspirations with their supervisor/manager or Corporate Human Resources at any time. The Request to Transfer form can be found in the Human Resources area on the [Intranet](#).

If an employee fits the basic criteria for the position, management will make arrangements to set up an exploratory interview with the other department.

NEW EMPLOYEE ORIENTATION

The Company has created a New Employee Orientation program to introduce new employees to the company and provide a broad overview of Education Affiliates. This is not intended to replace an in-person orientation, but rather to be a summary of Education Affiliates, including the history, information about our students and the education we provide, an overview of departments, and resources for future reference. The orientation is available through the Virtual Training Academy (VTA), so it is available any time that is convenient during the first two weeks of employment. Your supervisor will provide you with a link and login information to access the orientation program.

In addition, the Company has created a Title IX/Violence Against Women Act (VAWA) Training to help employees understand these important regulations and know how to appropriately respond to Title IX related incidents. This training is also offered through the Virtual Training Academy and must be completed during the first 60 days of employment.

Upon completion of the orientation/training, each new employee should follow the steps to fill in their contact information and save a Certificate of Completion (both steps are embedded into the training). The certificates should be given immediately to his/her supervisor to be placed in their employee file.



Compensation

PERFORMANCE AND COMPENSATION REVIEW SCHEDULES

In order to attract and retain a highly qualified and competent work force, Education Affiliates has instituted a performance management program to compensate employees in a fair and equitable manner based upon demonstrated job performance, and in accordance with its Equal Employment Opportunity policy. Through this program employees will receive constructive work reviews designed to address performance and skill developmental needs and interests. On an annual basis, an employee is eligible for consideration for salary review.

Some departments may provide specific compensation programs which may supersede the information listed herein.

To maintain the highest levels of performance, it is important that employees receive appropriate feedback and suggestions for improvement when necessary and recognition for good performance. Therefore, all eligible employees will receive a written performance evaluation annually in accordance with the Company's and/or department's evaluation cycle.

The annual performance evaluation process gathers information on performance over the course of the full review period. An evaluation is completed by managers and provided to employees. A copy of the annual performance evaluation is retained in their personnel file. In addition, employees are also encouraged to complete a self-assessment and provide to their manager.

Additionally, any off-cycle pay increase (due to transfer, promotion, etc.) will potentially shift an employee from one review cycle to another, depending on the effective date of the off-cycle increase. Any change in review cycle will follow the same schedule that is used for a new hire.

The Company reserves the right to change this schedule at any time. Should an employee's evaluation date be changed in any way, the review cycle for that employee will be based on the new date going forward.

While employees will ordinarily be considered for a compensation review on the schedule noted above, such compensation reviews and salary increases are not assured, and the timing and amount of any salary increases, if any, are at the discretion of the Company.

PAYMENT OF SALARY & WAGES

Wages may be calculated on an hourly rate or annual salary basis. Employees are paid semi-monthly on the 15th and the last day of the month. For hourly employees, semi-monthly pay is for a pay period covering the 23rd-7th paid on the 15th and the 8th-22nd paid on the last day of the month. The one week delay in pay is intended to allow processing of reported time including regular time, overtime, holiday pay and PTO. For salaried employees, semi-monthly pay covers the pay period from the 1st - 15th paid on the 15th and the 16th - the last day of the month paid on the last day of the month.

If the normal payday falls on a national holiday or weekend, the pay date will be the prior business day. Under no circumstances will the Company release any paychecks prior to the announced schedule.

Employees are required to set up direct deposit. A Wisely account is available for any employee who would like to enroll for direct deposit instead of, or in combination with, their own bank account. The Wisely account comes with a pay card as well as checks if you prefer to be paid by check. If an employee does not enroll in direct deposit, they will automatically be setup for a Wisely account. To activate direct deposit, employees must enter their banking information through the HR/Payroll self-service system.

In the event of a lost paycheck, the payroll administrator must be notified in writing as soon as possible before a replacement check can be issued. **The replacement check will be issued on the next scheduled pay date after the Company has received the returned funds from the payroll provider.**

No salary advances will be made.

Any questions regarding pay should be directed to the Campus Payroll Administrator.

BONUS PAYMENTS

The purpose of this policy is to document the procedures for requesting, authorizing and making bonus payments to employees. This policy covers all bonus payments in the ordinary course of business including annual discretionary bonuses, faculty referral bonuses and other similar bonus payments made to employees.

Timing/Schedule for Bonus Payments

A request for a bonus payment must be submitted with proper approval to Corporate Payroll by the appropriate deadline. The deadline is the 7th of the month for mid-month payment and the 22nd of the month for month-end payment.

Bonus Approval: The required bonus payment amounts and supporting documentation condition will be met if the following information is provided in accordance with the respective deadlines above:

- A summary schedule that includes each bonus recipient, the total amount of each recipient's bonus and the detailed computations to arrive at such total amount;
- All supporting documentation required to substantiate the detailed computations; and
- Approvals from:
 - o Campus President
 - o Regional Director
 - o Department Vice President
 - o Chief Financial Officer

Data Entry into the Payroll Software

Employees of and/or working at the schools are **strictly prohibited** from entering bonus payment or extra pay information into the payroll software for any reason. This includes all school Payroll Administrators and Campus Presidents.

Only authorized employees working in the payroll department at Corporate Headquarters in Maryland are permitted to input bonus payment or extra pay information into the payroll software.

Any violations of this policy will be addressed on a case by case basis, and may result in disciplinary action up to and including termination.

Other Information

No bonus may be offered to any newly hired employee or current employee for any reason without proper approval from an Executive Vice President in the Corporate offices.

The scope, schedule, authorization process or any other terms of this policy may be changed at the discretion of management with two weeks' written notice.

OVERTIME PAY

Depending on Company work needs, non-exempt employees will be required to work overtime when requested to do so. Prior approval of a supervisor, however, is required before any non-exempt employee works overtime. Employees working overtime without approval will be subject to disciplinary action.

From time to time, non-exempt employees may be asked to work beyond their regularly scheduled work day, on weekends or on Company-designated holidays. Non-exempt employees working beyond their regularly scheduled work hours must obtain approval in advance of working the additional time from their manager. Additional time includes working through the lunch break, arriving earlier than the normal start time, and staying later than the regular work time. All time worked must be recorded accurately in ADP each day.

Extra straight time is defined as hours worked beyond an employee's normal schedule that is paid at base rate. Overtime is defined as any time worked in excess of 40 hours in a single workweek that is paid at 1.5 times the employee's regular rates of pay.

TRAVEL PAY

Depending upon their position with the Company, some employees may be required to travel to locations other than their regular work location. Exempt employees will be paid their regular salary amount regardless of how many hours are spent traveling. For nonexempt employees, the following conditions will apply:

- Travel between the employee's home and regular work location is not work time and is not compensable.
- Travel from one work site to another, e.g., between schools or to a local conference, seminar, etc. is work time and will be paid at the employee's regular hourly rate.
- Time spent traveling on a one-day assignment to another city is work time. Any time in excess of the employee's regular commuting distance will be paid at the employee's regular hourly rate.
- Travel that keeps the employee away from home overnight is work time when it cuts across the employee's workday. Travel time is compensable at the employee's regular hourly rate when it corresponds with the employee's normal workday hours, regardless of the day of the week that travel takes place. Time spent traveling outside of the employee's regular workday hours is not compensable.

TIME RECORDS

Non-exempt Employee Time Reporting

Federal and state wage and hour laws require employers to maintain specific and detailed records regarding hours worked by non-exempt employees. For this purpose, EA has the ADP timekeeping system that is used to record regular hours worked, overtime hours worked, PTO, and a record of other time away from work. Failure to accurately report hours worked and time away from work may result in disciplinary action, up to and including termination.

Exempt Employee Time Reporting

Exempt employees who are paid on an hourly basis must record their time in ADP to record regular hours worked, PTO taken, and any other time taken away from work. Exempt employees who are full-time and paid on a salaried basis must accurately track and report on their ADP timecard all PTO and any other paid

time away from work. Exempt employees who are part-time and paid on a salaried basis must record regular hours worked on their ADP timecard. Failure to follow the guidelines for accurately reporting time away from work may result in disciplinary action, up to and including termination.

Employees must record their hours worked at the location designated by and using the method that has been approved by their manager. Employees are not to clock or sign in or out for other employees. Violations of this policy may result in appropriate disciplinary action.

PERSONNEL RECORDS

To keep necessary Company records up to date, the employee may update the following items by using the HR/Payroll self-service function in ADP:

- Name and/or marital status
- Address and/or telephone number
- # of eligible dependents
- W-4 deductions
- Person to contact in case of emergency
- Email address

PAYROLL DEDUCTIONS

There are certain mandatory deductions that the Company is required by law to make. The employee receives the net amount after all mandatory and/or voluntary deductions. These deductions are listed on each paycheck or earnings statement. EA no longer distributes paper earnings statements; check stubs are available electronically to review and print in ADP. Deductions include but are not limited to: Federal, State and Local Income tax, Social Security tax and Medicare tax. In addition, there are voluntary deductions an employee may wish to have. These include 401(k), insurance and uniform deductions. Additionally, Education Affiliates will comply with all court ordered requests for garnishments and/or withholding. The Company may withhold any monies owed to the Company from an employee's paycheck.



Time Off

PAID TIME OFF (PTO)

Education Affiliates provides its full-time employees with paid time off (PTO) benefits each year in lieu of the traditional benefits of paid vacation, personal days, and sick days. PTO may be taken by eligible employees, with prior supervisory approval, at such times and in such increments as best accommodates the employee's schedule and the needs of the department. PTO is intended to allow employees paid time off from work for reasons such as vacation, personal illness, family illness, medical appointments, religious or ethnic holidays and personal or family matters. Employees who are absent from work for any reason are required to take any accrued but unused PTO before taking unpaid time off.

PTO must be scheduled in advance with supervisory approval and should be requested as far in advance as possible. Unscheduled absences are strongly discouraged except in emergency situations. Excessive Unscheduled Absences: An employee will be counseled when the frequency of unscheduled absences adversely affects the operations of the department.

PTO is accrued on a monthly basis. Each month's accrual is granted on the first of that month. For full-time employees, PTO for the current calendar year will be prorated based on the employee's hire date as outlined below. ***The calendar year in which the employee is hired is counted as their first year of service, regardless of the actual date they were hired during that calendar year.***

Month Hired	Pro-rated PTO Days / Hours		Month Hired	Pro-rated PTO Days / Hours	
January	17.00	136.00	July	8.50	67.98
February	15.58	124.63	August	7.08	56.65
March	14.16	113.30	September	5.67	45.32
April	12.75	101.97	October	4.25	33.99
May	11.33	90.64	November	2.83	22.66
June	9.91	79.31	December	1.42	11.33

For full-time employees, PTO for the subsequent calendar years will accrue according to the schedule below. ***"Years of Service" are calendar years and are not calculated according to the employee's anniversary date with the Company.***

Years of Service	Annual PTO Days / Hours		Monthly Accrual Days / Hours	
2 to 5 calendar year	17	136	1.42	11.33
6-10 calendar year	22	176	1.83	14.67
11+ calendar year	27	216	2.25	18.0

Employees who change status from part-time to full-time will begin accruing PTO as of the date full-time status began. Employees who change from full-time to part-time status will be paid for unused PTO they may have accrued at time of their change in status. Any PTO that was approved by the Director of Human Resources for a special business exception to carry over from a prior year is not eligible for payout due to a change in status. If the employee has a negative PTO balance at the time of their change in status, they may be required to reimburse the Company for any unearned PTO that was taken.

Employees who leave Education Affiliates and are then rehired as a full-time employee within 30 days will accrue PTO based on their original hire date. Employees who are rehired more than 30 days after termination will accrue PTO as would a new employee, based on the date they were rehired. An employee who is rehired as part-time will not accrue PTO. If the employee later changes to full-time status, they will begin accruing PTO as of the date full-time status began. Employees who change from full-time to part-time status and later return to full-time status will have their PTO accrual calculated based on the total of all time worked in full-time status.

Company-paid Holidays are not included in the PTO plan. If a holiday falls during the employee's PTO, the day will be charged to holiday pay, as applicable, rather than PTO.

Employees should utilize all of their PTO during the calendar year because employees will not be permitted to carry unused PTO time into the following calendar year. Any PTO time not used is forfeited. Where special business necessity requires an exception, prior approval must be given by the Director of Human Resources. In other words, unused PTO will be forfeited on December 31st of each year.

PTO can be taken if it is already accrued or will be earned in the calendar year, as long as it is approved by the employee's supervisor and there is no PTO deficit at calendar year-end. If the employee has a deficit, the amount will be deducted from the employee's pay.

PTO may be taken in increments approved by the campus. Employee absences that occur after all available PTO has been taken will be unpaid, and the employee may be subject to appropriate disciplinary action.

Individual schools may find that on occasion they will shut down for a week or for an extended weekend. If this occurs, Education Affiliates reserves the right to require eligible employees to take their PTO at that time.

Extended Leave

If an illness causes an employee to be absent in excess of three consecutive days or the absence is covered under the Family Medical Leave Act (FMLA), a doctor's release is required before the employee may return to work. A Certification of Health Care Provider form should be completed for those absences applicable to family/medical leave. Such certificate should be submitted to the Campus President or Business Office Manager and then forwarded to Corporate Human Resources.

When an employee is out on leave that is protected by the Family Medical Leave Act (FMLA), that employee will continue accruing paid leave as long as the employee is using paid leave benefits such as PTO. During the period of unpaid FMLA leave or Short-term Disability (STD), the employee will not continue to accrue paid leave.

Guidelines for PTO Pay for Terminating Employees

Employees who leave Education Affiliates due to voluntary resignation or retirement will be eligible to receive payment for their earned but unused PTO if they provide at least two weeks' notice of their intent to leave and they work the full amount of the notice period. If an employee terminates without a two-week notice, they are not eligible for a PTO payout, unless otherwise required by state law. Those who do give notice cannot use PTO time during this two-week notice period except with approval from their supervisor, in which case they may be required to extend their notice period by the same number of days off that were taken.

Employees who are in possession of company property and do not return it may not receive a payout of their earned, unused PTO, unless otherwise required by state law.

Employees who terminate within 30 days of their date of hire, with or without providing notice, will not be paid for accrued PTO, unless otherwise required by state law.

Employees who are involuntarily terminated from employment with EA and who have worked for EA for at least 30 days will be paid for their earned but unused PTO upon termination.

Any PTO that was approved by the Director of Human Resources for a special business exception to carry over from a prior year is not eligible for payout upon termination, regardless of termination reason.

Any amount of PTO that an employee has taken but not yet earned as of the date of termination will be deducted from the terminating employee's final paycheck. If an employee terminates and has accrued more PTO than could be taken between the date of termination and the end of the calendar year, the employee will be paid only for the amount of PTO that they could have used between their termination date and the

end of the calendar year. This policy will also apply to those employees who change from full-time to part-time status.

JOB ABANDONMENT

An employee who does not report to work for one day, does not report the absence and reason for absence to their manager, and is not on permitted leave may be subject to termination from employment due to job abandonment. However, the employee's manager is required to contact Corporate Human Resources before termination occurs.

HOLIDAYS

Effective upon their start date, all full-time employees are eligible for 10 paid holidays (assuming they have not yet occurred) per year as follows:

New Year's Day
Memorial Day
Labor Day
Thanksgiving
Christmas
5 Holidays to be determined by the Campus

In order to be paid for a holiday, eligible employees must be present on the workday preceding the holiday as well as the workday following the holiday. This does not apply if there is a scheduled PTO day immediately prior to or immediately after the eligible holiday. Employees on a leave of absence will not be paid for any holiday that falls within their leave period and may not elect to take the holiday at a later time.

The needs of the individual location may require that some or all departments may be scheduled to work during a holiday. Whenever possible, the location will give advance notice of such needs. If an employee is required to work on a holiday, he/she will be paid up to 8 hours for the day regardless of hours worked and given a replacement day off to be used at a time amenable to both the employee and his/her supervisor. The replacement holiday must be taken within 30 days of the original holiday that it replaces. After 30 days the replacement holiday expires.

BEREAVEMENT LEAVE

Effective with the first calendar month following 60 days of employment full-time employees are eligible for Bereavement Leave. In the unfortunate event of a death of a family member, a leave of absence with pay will be granted: 5 days for an immediate family member and 2 days for a close relative as defined below. These days are to be taken consecutively within a reasonable time of the date of the death or date of the funeral and may not be split or postponed.

Immediate family is defined as:

- Spouse or domestic partner
- Child, step-child
- Parent, step-parent
- Sibling, step-sibling

Close family is defined as:

- Mother/Father-In-Law

Brother/Sister-in-law
Son/Daughter-in-law
Grandparent/Grandparent-In-Law
Grandchild/Step-grandchild
Aunt/Uncle/Aunt-In-Law/Uncle-In-Law

"In-law" relatives are family members of an employee's spouse or domestic partner, as specified above.

Upon returning to work, the employee must record his/her absence as a Bereavement Leave on his/her attendance record. Proof of death and relationship to the deceased may be required.

JURY DUTY

Regardless of start date, Education Affiliates will not take any adverse actions for those employees who are required to serve jury duty. However, effective with the first calendar month following 60 days of employment, a partially paid leave of absence for jury duty will be granted to any full-time or part-time employee who has been notified to serve. During this leave, employees will be compensated by payment of an amount equal to the difference between their jury duty pay and their regular salary, for up to 10 workdays. An employee on jury duty is expected to report to work any day he/she is excused from jury duty. Upon the employee's return, the employee must submit a signed Certificate of Jury Service indicating the number of days served.

If the jury duty falls at a time when the employee cannot be away from work, the Company may request that the court allow the employee to choose a more convenient time to serve if he/she makes a request in accordance with the court's procedures. The employee must cooperate with this request.

MILITARY LEAVE

Effective upon their start date, an employee who is a member of the United States Army, Navy, Air Force, Marines, Coast Guard, National Guard, Reserves or Public Health Service will be granted an unpaid leave of absence for military service, training or related obligations in accordance with applicable law. Employees on military leave may take accrued PTO during their leave but are not required to do so. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has a right to return to the same position he or she held prior to the leave or to a position with like seniority, status and pay that the employee is qualified to perform.

Continuation of PTO

Any accrued but unused PTO the employee has available prior to military leave will remain available during and after the period of leave, subject to the terms of the Company's PTO Policy. Employees on military leave do not accrue PTO while on leave and will resume accruing PTO as though they had not taken leave upon their return to work.

Continuation of Health Benefits

During a military leave of less than 31 days, an employee is entitled to continued group health plan coverage under the same conditions as if the employee had continued to work. For military leaves of more than 30 days, an employee may elect to continue his/her health coverage for up to 18 months of uniformed service but may be required to pay all or part of the premium for the continuation coverage. Upon return to work, the employee's previous coverage will be reinstated as of their first day back to work.

TIME OFF TO VOTE

On days when elections for public office ("elections for public office" includes elections for sheriff, school board, district attorney, and all primary and general elections) are scheduled throughout the state, county, city or town in which the employee works, schedules will be changed as needed to ensure that work either starts at least two hours after the polls open or ends at least three hours before polls close. In cases where this cannot be accommodated, employees may receive up to two hours of time off in order to vote. If the missed time is necessary, then full-time employees with a minimum of 60 days of employment will be paid for up to two hours of time missed.

LEAVE OF ABSENCE UNDER THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

The federal Family and Medical Leave Act (FMLA) provides eligible employees with job protected leave from work for certain qualifying reasons. Where State law provides greater leave benefits than provided under the FMLA, the State rules shall be applied to an employee's leave request. Please note that this policy provides a summary of FMLA leave benefits. Employees who believe that they have an FMLA-qualifying need for leave should contact HR to receive more information. All requests for leave must be made in writing using the FMLA Application and Physician's Certification found on the HR page of the [Intranet](#).

Eligibility

To qualify for FMLA leave, an employee must have worked for Education Affiliates for 12 months, have worked at least 1,250 hours during the 12-month period immediately preceding the date the leave is to begin, and be employed at a worksite where 50 or more employees are employed by the Company within 75 miles of that worksite.

FMLA-Qualifying Reasons for Leave

Eligible employees may take up to 12 weeks of unpaid leave in a 12-month period for the following reasons:

- for the birth and care of a newborn child of the employee;
- for placement with the employee of a son or daughter for adoption or foster care;
- to care for a spouse, son, daughter, or parent with a serious health condition;
- to take medical leave when the employee is unable to work because of a serious health condition;
- or**
- for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on covered active duty or call to covered active duty status (deployment to a foreign country) as a member of the Regular Armed Forces, National Guard or Reserves in support of a contingency operation.

Education Affiliates also must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a current member of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service-member. These provisions also apply to an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

If FMLA eligible spouses both work for Education Affiliates and each wishes to take leave, they are limited in the amount of family leave they may take for the birth and care of a newborn child, placement of a child for adoption or foster care, or to care for a parent who has a serious health condition to a combined total of 12 workweeks (or 26 workweeks if leave to care for a covered service-member with a serious injury or illness is

also used). If both spouses wish to take leave for the birth and care of a child, the father's leave may not begin until the mother's leave has concluded. Leave for birth and care, or placement for adoption or foster care, must conclude within 12 months of the birth or placement.

Under some circumstances, employees may take FMLA leave intermittently – taking leave in separate blocks of time for a single qualifying reason – or on a reduced leave schedule – reducing the employee's usual weekly or daily work schedule. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Education Affiliates' operation. If FMLA leave is for birth and care, or placement for adoption or foster care, use of intermittent leave is subject to Education Affiliates' approval. Regardless of whether leave is taken continuously or intermittently, FMLA leave begins as of the first day the employee is absent from work due to the qualifying circumstance or condition. This is true whether or not the employee is receiving short-term disability benefits or using any amount of accrued PTO during the leave period.

Twelve Month Period Defined

The 12-month period used by Education Affiliates for FMLA leave other than that taken to care for an injured service member or covered veteran is a "rolling" 12-month period measured backward from the date the employee uses FMLA leave. Where leave is taken to care for an injured service member or covered veteran, the 12-month period is measured forward from the date the employee first takes FMLA leave and ends 12 months following that date (even if the employee has not exhausted the 26 weeks of leave available for this purpose).

Where an employee takes leave for multiple FMLA-qualifying reasons in a 12-month period, time taken for all FMLA covered absences count toward the applicable limit during the 12-month period (that is, 12 weeks total in a 12-month period for FMLA leave subject to a 12 week limit and 26 weeks total where an employee takes leave to care for a covered service member or covered veteran during the 26 week period may not exceed 12 weeks total).

Each time an employee takes leave, Education Affiliates will compute the amount of leave the employee has taken under this policy and subtract it from the available leave. The balance remaining is the amount available to the employee during the applicable 12-month period.

Serious Health Condition

A serious illness or health condition for purposes of basic FMLA leave is an illness, injury, impairment, or physical or mental condition that involves either:

- Inpatient care (*i.e.*, an overnight stay) in a hospital, hospice, or residential medical-care facility, including any period of incapacity (*i.e.*, inability to work, attend school, or perform other regular daily activities) or subsequent treatment in connection with such inpatient care; **or**
- Continuing treatment by a health care provider, which includes:
 - (1) A period of incapacity lasting more than three consecutive, full calendar days, and any subsequent treatment or period of incapacity relating to the same; **or**
 - (2) Any period of incapacity related to pregnancy or for prenatal care. A visit to the health care provider is not necessary for each absence; **or**
 - (3) Any period of incapacity or treatment for a chronic serious health condition which continues over an extended period of time, requires periodic visits (at least twice a year) to a health care provider, and may involve occasional episodes of incapacity. A visit to a health care provider is not necessary for each absence; **or**

(4) A period of incapacity that is permanent or long-term due to a condition for which treatment may not be effective. Only supervision by a health care provider is required, rather than active treatment; **or**

(5) Any absences to receive multiple treatments for restorative surgery or for a condition that would likely result in a period of incapacity of more than three days if not treated.

Use of Paid and Unpaid Leave

Except as may be required by State law, and also except as provided in the immediately following paragraph, an employee taking FMLA leave is required to use all PTO time first. Such paid time runs concurrently with the employee's FMLA leave. Once all earned PTO is exhausted, any remaining FMLA leave will be unpaid, unless the leave is covered by STD benefits. When an employee is out on FMLA leave, that employee will not accrue PTO for any month in which they did not work. Use of PTO does not count as hours worked for PTO accrual purposes. Employees on FMLA also do not receive holiday pay while they are on leave.

Where leave is for an employee's own serious health condition and that condition also qualifies for Short-term Disability (STD) or Workers' Compensation (WC) leave benefits, such leave will also be designated as FMLA leave and will run concurrently with STD or WC leave. An employee whose leave is running concurrently with STD or WC leave is not required to use available PTO benefits while in STD or WC status, although the employee will be required to use PTO to receive pay during the STD fourteen calendar day elimination period.

Employee Status & Benefits During Leave

Education Affiliates is required to maintain group health insurance coverage for an employee on FMLA leave whenever such insurance was provided before the leave was taken and on the same terms as if the employee had continued to work. To the extent that an employee's FMLA leave is paid by PTO, the employee's portion of health insurance premiums will be deducted from the employee's salary. For the portion of FMLA leave that is unpaid, the employee's portion of health insurance premiums must be paid on a monthly basis to their individual campus location in order to avoid a disruption in coverage. If the employee's payment of health insurance premiums is more than 30 days late, Education Affiliates may discontinue health insurance coverage upon notice to the employee. In some instances, Education Affiliates may recover premiums it paid to maintain health coverage for an employee who fails to return to work from FMLA leave.

Upon return from FMLA leave, an employee must be restored to the employee's original job, or to an equivalent job with equivalent pay, benefits, and other terms and conditions of employment. An employee's use of FMLA leave cannot result in the loss of any employment benefit that the employee earned or was entitled to before using FMLA leave, nor be counted against the employee under a "no fault" attendance policy. If a bonus or other payment, however, is based on the achievement of a specified goal such as hours worked, products sold, or perfect attendance, and the employee has not met the goal due to FMLA leave, payment may be denied unless it is paid to an employee on equivalent leave status for a reason that does not qualify as FMLA leave.

An employee has no greater right to restoration or to other benefits and conditions of employment than if the employee had been continuously employed.

No Outside Employment During Leave

While on leave, an employee may not engage in employment for any other employer or self-employment. Violation of this rule will constitute misconduct and may be cause for termination.

Employee Notice to the Company

Employees seeking to use FMLA leave are required to provide 30-day advance notice in writing of the need to take FMLA leave when the need is foreseeable and such notice is practicable. If leave is foreseeable less

than 30 days in advance, the employee must provide notice as soon as practicable – generally, either the same or next business day. When the need for leave is not foreseeable, the employee must provide notice to their manager as soon as practicable under the facts and circumstances of the particular case. Absent unusual circumstances, employees must comply with Education Affiliates' usual and customary notice and procedural requirements for requesting leave.

In addition, employees who are on FMLA leave must report to their manager on a regular basis on their status and any changes in their status, including the anticipated return to work date. Employees should speak with their manager to establish a call-in day for this purpose.

Employees must provide sufficient information for Education Affiliates reasonably to determine whether the FMLA may apply to the leave request. Depending on the situation, such information may include that the employee is incapacitated due to pregnancy, has been hospitalized overnight, is unable to perform the functions of the job, and/or that the employee or employee's qualifying family member is under the continuing care of a health care provider, or circumstances supporting the need for military family leave. Calling in sick is not sufficient and will not provide Education Affiliates with enough information to make an FMLA assessment. The employee must provide reasons for the leave to permit EA to assess whether the FMLA may be implicated. If the request is for leave that previously was designated as FMLA leave, the employee must inform EA of this when again requesting leave.

The Company's Notice to the Employee

When an employee requests FMLA leave or Education Affiliates acquires knowledge that leave may be for a FMLA purpose, EA will notify the employee of his or her eligibility to take leave and inform the employee of his/her rights and responsibilities under the FMLA. When EA has enough information to determine that leave is being taken for a FMLA-qualifying reason, EA will notify the employee that the leave is designated and will be counted as FMLA leave.

Certification

Certification of the need for FMLA, whether from a health care provider or otherwise, will be required of the employee. When certification of the need for leave is required, employees will need to return the appropriate certification form to Education Affiliates within 15 calendar days. Failure to return the form timely may result in FMLA leave being delayed or denied. For situations involving a serious health condition, a second or third medical opinion (at our expense) may be required upon our request. Periodic re-certifications may be required if the circumstances of or reason for leave has changed or if the original requested leave period is being extended beyond the anticipated date of return to work. Education Affiliates may use a health care provider, a human resource professional, a leave administrator, or a management official – but not the employee's direct supervisor – to authenticate or clarify a medical certification of a serious health condition. FMLA may be denied if proper certification is not submitted.

Return To Work After Leave

An employee who takes FMLA leave and is cleared to return to work will be required to provide a fitness-for-duty certification to their manager on the day they return to work. Returning employees will be restored to the same position or a position with equivalent status, pay, benefits and other employment terms. Education Affiliates may exempt certain highly compensated "key" employees from job restoration when doing so would cause substantial and grievous economic injury to EA.

Military-Related FMLA

Military Caregiver Leave: Education Affiliates must grant an eligible employee who is a spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to care for the service member. A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness. For a current service member, a serious injury or illness is one that was incurred by a service member in the line of duty on active duty that may render the service member medically unfit to perform the duties of his or her office, grade,

rank, or rating, or one that existed before the beginning of the member's active duty and were aggravated by service in the line of duty on active duty in the Armed Forces.

These provisions also apply to an eligible employee who is a spouse, son, daughter, parent or next of kin of a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness. A "covered veteran" is an individual who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. For a covered veteran, a serious injury or illness is one that was incurred or aggravated by the member in the line of duty on active duty in the Armed Forces and manifested itself before or after the member became a veteran, and is:

1. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the service member unable to perform the duties of the service member's office, grade, rank, or rating; OR
2. A physical or mental condition for which the covered veteran has received a VA Service-Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; OR
3. A physical or mental condition that substantially impairs the veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would do so absent treatment; OR
4. An injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

The "single 12-month period" for leave to care for a covered service member or covered veteran with a serious injury or illness begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by Education Affiliates for other types of FMLA leave. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reason during the "single 12-month period." (Only 12 of the 26 weeks total may be for a FMLA-qualifying reason other than to care for a covered service member.)

Qualifying Exigency Leave: Education Affiliates must grant an eligible employee up to a total of 12 workweeks of unpaid leave during the normal 12-month period established by Education Affiliates for FMLA leave for qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on active duty, or has been notified of an impending call or order to covered active duty (deployment to a foreign country), in support of a contingency operation. Under the terms of the statute, qualifying exigency leave is available to a family member of a military member in the Regular Armed Forces, National Guard or Reserves.

Qualifying exigencies include:

- Issues arising from a military member's short notice deployment (i.e., deployment on seven or less days of notice) for a period of seven days from the date of notification;
- Military events and related activities, such as official ceremonies, programs, or events sponsored by the military or family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross that are related to the covered active duty or call to covered active-duty status of a military member;
- Certain childcare and related activities arising from the covered active duty or call to covered active duty status of a military member, such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, and attending certain meetings at a school or a day care facility if they are necessary due to circumstances arising from the covered active duty or call to covered active duty of the military member;

- Making or updating financial and legal arrangements to address a military member's absence;
- Attending counseling provided by someone other than a health care provider for oneself, the military member, or the child of the military member, the need for which arises from the covered active duty or call to covered active-duty status of the military member;
- Taking up to **fifteen** days of leave to spend time with a military member who is on short-term temporary, rest and recuperation leave during deployment;
- Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the military member's covered active-duty status, and addressing issues arising from the death of a military member;
- Caring for a military member's parent who is incapable of self-care when the care is necessitated by the member's covered active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.
- Any other event that the employee and Education Affiliates agree is a qualifying exigency.

FMLA leave may be taken intermittently whenever medically necessary to care for a covered service member or covered veteran with a serious injury or illness. FMLA leave also may be taken intermittently for a qualifying exigency arising out of the covered active-duty status or call to covered active duty of a military member. When leave is needed for planned medical treatment, the employee must make a reasonable effort to schedule treatment so as not to unduly disrupt Education Affiliates' operation.

Certification Requirements

Education Affiliates may require that an employee's request for military family leave be supported by an appropriate certification. Education Affiliates may require that:

- leave for a qualifying exigency be supported by a copy of the military member's covered active-duty orders and certification providing the appropriate facts related to the particular qualifying exigency for which leave is sought, including contact information if the leave involves meeting with a third party. Qualifying exigency leave taken for Rest and Recuperation leave must be supported by a copy of the military member's Rest and Recuperation leave orders or other documentation issued by the military setting forth the dates of the military member's leave.
- leave to care for a covered service member or covered veteran with a serious injury or illness be supported by a certification completed by an authorized health care provider, as defined by applicable statute, or by a copy of an Invitational Travel Order (ITO) or Invitational Travel Authorization (ITA) issued to any member of the covered service member or covered veteran's family.

Second and third opinions may be required for military caregiver leave certifications that are completed by health care providers, as defined by applicable statute, who are not affiliated with the Department of Defense, the Department of Veterans Affairs, or TRICARE. Second and third opinions and recertification are not permitted for certification of a qualifying exigency.

As per state law, employees in the state of Maryland may take one day of unpaid leave to be used on the day the employee's immediate family member is leaving for or returning from active military duty outside the United States as a member of the armed forces. "Immediate family member" is defined as the employee's spouse, parent, stepparent, child, stepchild, or sibling. To be eligible for this unpaid leave, an employee must have worked for Education Affiliates for at least 1,250 hours during the previous 12 months. The employee will not be required to use PTO to cover this one-day absence. The Company reserves the right to require documentation supporting the need for leave.

Non-Retaliation Under FMLA

Education Affiliates supports its employees' right to the protections available under the FMLA and will not interfere with, restrain, or deny employees the opportunity to exercise their FMLA rights, nor will Education

Affiliates terminate or discriminate against any employee for opposing practices prohibited by the FMLA or being involved with FMLA proceedings. Employees who believe that their rights to FMLA leave have been violated in any way should bring the matter to the attention of Human Resources promptly. Education Affiliates will not retaliate against any employee who asserts a right to take FMLA leave, who takes leave in compliance with Education Affiliates policies, or who lodges or supports a complaint concerning his/her FMLA rights. Any employee who believes that he/she is being retaliated against should immediately notify the employee's manager or Human Resources so that appropriate action can be taken.

STATE-SPECIFIC PAID SICK LEAVE AND PAID FAMILY LEAVE POLICIES

Education Affiliates complies with all state and local laws regarding paid time off. Please follow the links below for detailed information on employee rights and responsibilities under these policies. For a printed copy of a policy, please consult your campus Human Resources administrator.

New York Paid Family Leave: <https://www.ny.gov/new-york-state-paid-family-leave/paid-family-leave-how-it-works>

New York Paid Sick Leave: <http://www1.nyc.gov/assets/dca/downloads/pdf/about/PaidSickLeave-MandatoryNotice-English.pdf>

New Jersey State Disability Benefits:

<https://www.myleavebenefits.nj.gov/labor/myleavebenefits/worker/tdi/>

New Jersey Baby Bonding Leave:

<https://www.myleavebenefits.nj.gov/labor/myleavebenefits/worker/fli/index.shtml?open=newborns>

Arizona Paid Sick Leave:

<https://www.azica.gov/sites/default/files/AZ%20Earned%20Paid%20Sick%20Time%20Poster%202017.pdf>

Maryland Paid Sick Leave: <http://www.dllr.maryland.gov/paidleave/paidleaveposter.pdf>**Colorado Paid Sick Leave:** https://cdle.colorado.gov/sites/cdle/files/INFO%20%236B%20%2812-1-20%29%202021%20Paid%20Leave%20under%20HFWA_0_3.pdf



Employee Benefits

DISCLAIMER

The Company has established a variety of employee benefit programs designed to assist employees and their eligible dependents in meeting the financial burdens that can result from illness and disability, and to help employees plan for retirement. This portion of the Employee Handbook contains a general description of the benefits to which employees may be entitled. Please understand that this general explanation is not intended to, and does not, provide all the details of these benefits. Therefore, this Handbook does not change or otherwise interpret the terms of the official plan documents. Employees' rights can be determined only by referring to the full text of the official plan documents, which are available from Corporate Human Resources. To the extent that any of the information contained in this Handbook is inconsistent with the official plan documents, the provisions of the official documents will govern in all cases.

Please note that nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the Company and its employees, retirees or their dependents, for benefits or for any other purpose. All employees shall remain subject to discipline or termination to the same extent as if these plans had not been put into effect.

As in the past, Education Affiliates reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including any health benefits that may be extended to retirees and their dependents. Further, the Company reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of such plans.

ENROLLING FOR BENEFITS

Employees should make their benefit selections within 30 days of their date of hire and must enroll before the effective date of coverage. Otherwise, the employee will not be permitted to enroll in the plan until Open Enrollment for the following plan year unless he/she experiences a qualifying event, as defined in the Plan document. Specific details and premium rates for all of EA's benefit plans are available on the Human Resources tab of the [Intranet](#).

Once employees have made their selections, those selections are generally fixed for the remainder of the plan year. However, if an employee experiences a change in family status or other qualifying event (as defined in the Plan document), he/she may make a mid-year change in coverage (i.e., change coverage from individual to family or from family to individual, add or delete dependents, or revoke coverage), provided the request is submitted to Human Resources with accompanying documentation within 30 days from the date of the change in family status. Employees should contact Human Resources to determine if a family status change qualifies under the Plan document and IRS regulations.

Prior to the end of each calendar year, during Open Enrollment employees are free to change their medical elections for the following calendar year, whether or not they have experienced a change in family status.

MEDICAL INSURANCE

Effective with the first calendar month following 60 days of employment, Education Affiliates offers regular full-time employees medical insurance coverage. There are various plans to choose from, with different costs associated with the plans. Employees may elect coverage for themselves, their spouse (if the spouse does not have medical insurance available to them through their employer), and/or eligible dependent

children up to age 26.

Any employee regularly working at least 30 hours per week will be eligible for medical insurance coverage. Eligibility for part-time employees who regularly work at least 30 hours per week will be determined each year at Open Enrollment.

DENTAL INSURANCE

Effective with the first calendar month following 60 days of employment, full-time employees are eligible to receive dental insurance. Employees may elect coverage for themselves, their spouse, and/or eligible dependent children up to age 26.

VISION INSURANCE

Effective with the first calendar month following 60 days of employment, full-time employees are eligible to enroll in vision coverage. Premiums for this plan are 100% employee paid. Employees may elect coverage for themselves, their spouse, and/or eligible dependent children up to age 26.

FLEXIBLE SPENDING ACCOUNTS

Full-time employees may enroll in the Flexible Spending Account (FSA) program effective with the first of the month following 60 days of employment. Plan participants may elect an annual amount of flexible dollars to be deducted pro rata on a pre-tax basis from each paycheck to pay for eligible health care and/or dependent care expenses. Generally, reimbursable expenses are defined as expenses qualifying under IRC Sec. 213 (with some exceptions) and incurred during the plan (calendar) year that are not reimbursable from any other source. Eligible health care expenses may include medical or dental insurance deductibles, co-payments, and out-of-pocket costs for vision care, etc. Eligible dependent care expenses may include payments to childcare or eldercare providers for care provided to qualified dependents while the employee and his/her spouse are working. If an employee who is participating in the FSA program changes status from full-time to part-time status, they will no longer be eligible to participate as of the date they become part-time and their contributions to the FSA will cease. The employee will have 90 days following the date of their status change to submit claims for reimbursement for eligible expenses that were incurred during the current plan year, but before the date they changed from full-time to part-time.

GROUP LIFE AND AD&D INSURANCE

Effective with the first calendar month following 60 days of employment, the Company offers regular full-time employees an employer-paid basic group term life policy of \$50,000, as well as an accidental death and dismemberment (AD&D) policy which will pay an additional benefit up to the amount of the basic life insurance benefit if an employee suffers a covered loss due to an accident. Basic life and AD&D benefits are subject to age reductions as defined by the policy.

VOLUNTARY LIFE AND AD&D INSURANCE

Effective with the first calendar month following 60 days of employment, the Company offers regular full-time employees the option to purchase voluntary term life and accidental death and dismemberment (AD&D) insurance for themselves, their spouses and their eligible children up to age 19, or age 25 if child is a full-

time student. Coverage may be purchased in increments of \$10,000 up to a maximum of \$300,000 for employees and in increments of \$5,000 up to a maximum of \$150,000 for spouses. Coverage for dependent children is a flat benefit amount of \$10,000. Evidence of insurability may be required.

SHORT-TERM DISABILITY

Education Affiliates offers Short-term Disability insurance (STD) to full-time employees after 60-day benefit eligibility with partial income replacement if the employee becomes disabled and is unable to work. A disability is caused by a sickness, pregnancy or injury (other than a work-related disability). This non-contributory plan provides for weekly STD benefits of 60% of basic weekly earnings up to a maximum of \$2,000 per week. The maximum STD benefit period is 13 weeks (inclusive of a 14 calendar day elimination period), though the maximum benefit period may be less depending on the type of claim and medical information provided to the insurance carrier. Eligible employees are automatically enrolled. There is a 14 calendar-day elimination period before the benefit starts. The employee will be required to use their available PTO during the elimination period. If no PTO is available, the elimination period will be taken unpaid. To apply for STD, the employee will need to contact the disability insurance carrier to report their claim by phone. Once all information has been received and reviewed, the carrier will notify the employee and EA of the outcome.

The employee's physician will determine how long the employee should be out based on their condition and the insurance carrier is also involved in approving any claims for disability income.

A short-term disability leave must be certified by a physician's or licensed health care professional's statement identifying the nature of the disability and stating or estimating the date when the employee will be able to return to work. If the employee cannot return on that date, another statement from a physician or licensed health care professional, with a new return date, will be required. Employees will not be able to return to work without submitting to their manager a note from a physician or licensed health care professional authorizing the employee's return.

Education Affiliates reserves the right to confirm the necessity for disability leave by requiring the employee to receive a second or third opinion by a doctor of the Company's choice. Education Affiliates will assume any costs for additional examinations that are not paid by the insurance carrier.

Employee coverage under Company benefit plans will continue during short-term disability leave, provided the employee has continued to pay their portion of the premiums. This payment must be made on a monthly basis to the employee's individual campus location in order to avoid a disruption in coverage. If the employee's payment of health insurance premiums is more than 30 days late, Education Affiliates may discontinue health insurance coverage upon notice to the employee.

Any FMLA leave to which an employee may be entitled runs concurrently with time off granted under this policy. In other words, an employee cannot take his/her full short term disability benefits, and then take three months off under the FMLA; any time spent on short term disability counts as part of an employee's FMLA leave.

The Company will attempt to return an employee who is returning from a short-term disability leave to the same or similar job, at the same salary that the employee held prior to the leave. Under some circumstances, however, permanent replacement during a leave may be required, or in some instances, staffing requirements may change. Therefore, unless an employee is entitled to return to the same or an equivalent position under the Family and Medical Leave Act, a job cannot be guaranteed when the employee is ready to return to work from a short-term disability leave. In the event the employee is not entitled to return to the same or an equivalent position under the Family and Medical Leave Act and a position is not available or if the employee chooses not to return to work, upon the expiration of the disability leave, the employee will be terminated. If an employee does not return from a short-term disability leave, the termination date is the last day that the employee was authorized to return or the date the employee notifies

his/her supervisor that he/she is not returning, whichever is sooner. An employee who does not return to work will continue to receive short-term disability payments that have been approved by the STD insurance provider. Such employees may be considered for reemployment. An employee who returns to work following a short-term disability leave will be considered as having continuous service.

Employees who work in the state of New York will have their disability claims offset by New York State disability (SSI/SSDI) benefits. The claim is submitted to New York State by EA's disability provider; no additional forms are required. Any amount received from SDI will offset what is paid through EA's disability plan.

In addition to submitting a claim to EA's disability provider, employees who work in the states of New Jersey, California, Rhode Island, or Hawaii will be required to submit a claim for state disability (SSI/SSDI) benefits directly to the state. Any amount received from SDI will offset what is paid through EA's disability plan.

Employees requesting disability who work in the state of New Jersey can also apply for New Jersey State paid FMLA. This regulation allows for 6 weeks of partially paid leave to care for a sick family member or to bond with a newborn baby. Employees can submit requests directly to the state for disability (SSI/SSDI) benefits.

VOLUNTARY LONG-TERM DISABILITY

Effective with the first calendar month following 60 days of employment, Education Affiliates offers full-time employees the opportunity to enroll in the Long-Term Disability (LTD) plan. This plan provides for monthly LTD benefits of 60% of basic monthly earnings up to a maximum of \$10,000 per month. An employee has a 90 calendar day waiting period from the last day worked before they may be eligible for any benefits under this plan.

EMPLOYEE ASSISTANCE PROGRAM (EAP)

The Employee Assistance Program (EAP) offers round-the-clock confidential support, guidance and resources on a variety of topics to all full-time employees. The program is 100% Company-paid and is provided by Guidance Resources. Employees may contact the EAP by phone at 1-877-595-5281 or online at www.guidanceresources.com (Company web ID = EAPBusiness).

HEALTH ADVOCATE

Employees enrolled in an Education Affiliates medical insurance plan also have access to Health Advocate. Health Advocate is a Company-paid benefit intended to help employees and their families with clinical and administrative issues involving medical, hospital, prescription, dental, vision and other healthcare needs. The service is available to employees and their spouses, dependent children and parents/parents-in-law. To access the Health Advocate service, call 1-866-695-8622 to speak with a Personal Health Advocate.

401(k) PLAN

The Company offers a voluntary pre-tax salary reduction plan to full-time and regular part-time employees who are 21 years of age or older. Eligible employees are those full-time employees who have completed 500 hours within six months of employment, and part-time employees who have completed 1000 hours within one year of employment. If the hours requirement is not met within the assigned period of the

employment commencement date, the coverage requirement date defaults to January following one year of service in the new position. Once he/she has met the eligibility requirements, the employee will be automatically enrolled with a contribution amount of 4% per pay unless the employee waives participation or proactively enrolls in the Plan prior to the automatic enrollment date. Employees may change their contribution percentage at any time by contacting Principal Financial at 1-800-547-7754 or www.principal.com. Currently, the Company offers a voluntary match of 100% of employee contributions up to 2% of their annual salary. Further details about the Plan may be obtained from the Plan document on the [Intranet](#).

REINSTATING BENEFITS FOR REHIRED EMPLOYEES

Employees who are rehired within 30 days of their termination date will have the option to have their benefits reinstated with no break in coverage. To have coverage reinstated, please contact your campus Human Resources department upon your return. Employees who are rehired more than 30 days after their termination date will be required to re-satisfy the waiting period for benefit eligibility, with benefits taking effect on the first of the month following 60 days of re-employment.

TERMINATION AND CHANGE IN EMPLOYMENT STATUS

Upon separation from employment with Education Affiliates, the employee's medical, dental, and vision coverage will remain in effect through the end of the month in which the separation occurred.

Upon a change from full-time to part-time employment status, the employee's medical coverage will remain in effect through the end of the calendar year in which the status change occurred, at separation from employment as outlined above, or if the employee has a qualifying event enabling them to drop coverage mid-year, whichever occurs first.

Life, AD&D, disability and flexible spending account benefits will end as of the date of termination or change in employment status. Voluntary life insurance benefits are portable and may be converted to an individual policy provided that the employee submits a portability application within 30 days of the loss of coverage.

Employees will be offered the option to continue their medical, dental, vision and health care FSA benefits through COBRA at their own expense after benefits with EA have ceased.

Employees who change from part-time to full-time employment status and who have worked for EA for at least 60 days will be eligible to enroll for benefits as of the first of the month following the date of the change in status (or on the date of the status change, if said change occurs on the first of the month) and must make their elections within 30 days of the benefits effective date. In the event that the employee changing status has worked for EA for less than 60 days, he/she will be eligible to enroll for benefits as of the first of the month following their 60th day of employment.

WORKERS' COMPENSATION

The Company is covered under state Workers' Compensation laws. In the event of a work-related injury, employees must immediately notify their department supervisor. Should the injury require the attention of a doctor, employees can obtain a list of approved physicians from the [Intranet](#). In the case of an emergency, employees should go to the nearest hospital emergency room for treatment and then utilize the Network Referral Unit if additional treatment is necessary.

Workers' Compensation leave runs concurrently with FMLA leave, subject to applicable state laws. When an employee takes leave due to a Workers' Compensation injury the employee should request FMLA leave by completing the Employee's Request for Leave for and submitting it to the Campus President. The employee must meet the eligibility criteria for FMLA leave. Employees who are ineligible for FMLA may still be afforded medical leave for Workers' Compensation injuries, in the sole discretion of Education Affiliates and in accordance with applicable state law.

Employees who take leave due to a Workers' Compensation injury may not use paid time off (PTO) for any days for which they receive compensation for lost wages from Workers' Compensation.

TUITION REIMBURSEMENT

Subject to the eligibility requirements detailed below, the Tuition Reimbursement Program allows employees for whom no appropriate coursework is available at their institution an opportunity to pursue coursework at other educational institutions that maintains or improves current career skills.

Scope of Program

Coursework need not be at the university level. Programs offered by community colleges, career schools, certain commercial organizations, and distance-learning schools may be appropriate training sources.

Degree Candidates

Employees enrolled in an approved job-related or career-related degree program may receive a scholarship for courses that help them fulfill their degree requirements, even if these individual courses are not directly job-related or career-related. However, the program itself must maintain or improve current career skills.

Release Time

It is expected that employees will be able to schedule coursework at times other than regular working hours.

Eligibility and Reimbursement

After one year of regular full-time service or three years of part-time service, all employees are eligible to apply for the Tuition Reimbursement Program for up to \$3,000 per calendar year. Eligible employees will be required to execute a Tuition Assistance Agreement with the Company, which agreement sets forth the specific terms and conditions of the Program and controls in the event of any questions. In the event that an employee ceases employment, he/she is immediately no longer eligible for this benefit and is responsible for tuition and costs for the program enrolled from that day forward. **In the event an employee completes his/her education and then ceases employment within 24 months of completion of the program, he/she will be required to reimburse the Company for the funds they received, regardless of whether or not they completed their program or degree.**

Application

An employee must obtain a Tuition Reimbursement Application Form from the HR page of the [Intranet](#). The employee is then responsible for acquiring approvals from the supervisor, Campus President, and Regional Director. **Complete approval must be obtained prior to taking the course(s).** The employee is also responsible for meeting all registration requirements for the institution attended.

Reimbursement

The school will reimburse 80% of the tuition up to \$3,000 per calendar year upon receipt of an official grade report and tuition receipt. Expenses for fees, books, and associated costs are paid by the individual. The Company will not reimburse for tuition covered by federal or state grant programs, grades below a C (or P in the case of "Pass/Fail" programs) and will expect that at least 20% of the tuition bill has been paid by the employee. The Company expects that all employees will apply for and seek financial aid from other sources (e.g., grants, scholarships, etc.) including state, federal, and campus-based funds, before using this program. Employees who receive funds through student loans may also receive tuition reimbursement if the eligibility criteria for the program are otherwise met.

Limited Funds

Scholarship funds are limited. Applications may be denied due to lack of funds or a hold on funds. In such cases, applications will be approved if and when funding becomes available or at the discretion of management. Additionally, applications may be denied due to inappropriateness relative to the Company's needs.

EMPLOYEE AND FAMILY SCHOLARSHIP

PURPOSE

The purpose of the Employee and Family Scholarship ("EAFS") is to allow employees and members of their immediate family the opportunity to pursue residential (ground) diplomas or degrees, or to enroll in individual distance education (online) courses at colleges, institutes and schools that are **fully owned and operated** by Education Affiliates. For employees that qualify and are approved for the scholarship, the EAFS will provide a tuition waiver equivalent to 90% of tuition charge for the recipient's program of study or distance education course. As explained below, the recipient of the EAFS is responsible for 10% of the standard tuition cost, plus all non-tuition fees of the program of study.

ELIGIBILITY

An employee is eligible for an Employee and Family Scholarship ("EAFS"), as determined under the provisions of the EAFS plan, for him/herself or as a sponsor for members of his/her immediate family, upon having completed one year of regular, full-time service with EA. The employee must remain employed on a full-time basis to remain eligible to receive an EAFS. An employee's chosen course of study must be directly relevant to his/her position at EA in order to qualify for consideration for the EAFS. All determinations as to an award, or a continuation of an award, of an EAFS are at the discretion of Education Affiliates.

For purposes of the EAFS, "immediate family" is defined as the "spouse" or child (including stepchild or adopted child) of an EA employee. (For purposes of this policy, "spouse" includes the individuals joined in a marriage, domestic partnership or common law marriage as determined by the laws of the current state of residence of the EA employee).

APPLICATION AND APPROVAL OF THE EMPLOYEE AND FAMILY SCHOLARSHIP

- 1) The application for the Employee & Family Scholarship Program requires the endorsement of the employee's: a) Immediate supervisor, b) his/her Campus Director, and his/her Regional Vice President. Therefore, it is imperative that the employee discuss his/her educational plans before applying for admission. The application for the scholarship must be submitted to the employee's Campus Director at least three (3) weeks prior to the beginning of the program.
- 2) An employee may not, at the same time, participate in both the EA Tuition Reimbursement Program and the Employee & Family Scholarship Program.
- 3) If the employee or family member qualifies, he / she may be eligible to receive state or federal grant funds based on individual circumstances.
- 4) In addition to the approvals from the employee's Campus Director and Regional Vice President, the attending school's Campus Director, Regional Vice President, and Financial Aid Director must also approve the scholarship application.
- 5) When the EAFS scholarship is approved, the employee (or immediate family member) must apply for admission, meet all admission requirements, sign an enrollment agreement, pay the required

admission fee, meet with a member of the school's financial aid staff and agree to a method of payment for 10% of the tuition and any other non-tuition charges and fees of the of the selected program of study. Participants interested in determining his/her eligibility for federal grants or loans must also complete the FAFSA (Free Application for Federal Student Aid).

- 6) Eligibility for this employee benefit is subject to class space being available in the course and/or program of study. In the event that the employee ceases his/her employment, he/she or the family member is no longer eligible for this benefit beginning with the semester, quarter or term that starts after the employment termination date.
- 7) If a recipient of the EAFS fails to pay his/her share of tuition or other fees on or before the first day of each semester, quarter or term, the EAFS and the recipient's enrollment in his/her program of study will be terminated unless alternative payment arrangements are approved by the Campus Director that will resolve the delinquency before the end of the quarter or semester.
- 8) The attending Campus Director reserves the right to rescind or delay entry into a program, up to and including the day before the class starts, based on space availability and other considerations.

TUITION & FEES PAYMENTS BY EAFS RECIPIENTS

- 1) The employee or family member is eligible to take up to a full-time course load each semester, quarter, or term.
- 2) The scholarship amount will be equivalent to ninety percent (90%) of the tuition charge each semester, quarter or term. **The student is responsible for 10% of the tuition charge.**
- 3) The student recipient of the EAFS is responsible for the payment of all other program charges and fees for the program of study which include, but are not limited to, any of the following fees: registration, enrollment, application, general, instructional materials, books, lab, uniform, IT, graduation, licensure, testing, kit, tools, equipment, lap-top computer, iPod, etc.
- 4) Payment for the student's share of tuition and non-tuition fee items may be made in any combination of cash payments, federal grants, state grants, or by student loan. Payment is due on or before the first day of each Semester or Quarter as charged Scholarships are divided into term (tuition & fees billing periods) disbursements.
- 5) Students enrolled in distance courses (online) are not eligible for any form of federal or state financial aid.
- 6) Payment for a failed or repeated course is the responsibility of the scholarship recipient. The scholarship will not apply to any courses that are failed or repeated.

CAUSES FOR TERMINATION AND/OR REVOCATION OF SCHOLARSHIP

The EAFS Award will be terminated for any of the reasons listed below. In the event of termination, the EAFS student recipient becomes responsible for the cost of the program, beginning with the semester, quarter or term that starts after the employment termination date.

- **Termination or Change in Status of Sponsoring Employee** - The scholarship will be terminated if the EAFS sponsoring employee is terminated or if the EAFS sponsoring employee's status changes from full-time to part-time. (Full time employment status is a work schedule that averages a minimum of 37.5 hours per week)

- **Unsatisfactory Academic Performance** – The scholarship will be terminated if the student fails to achieve and maintain a minimum 2.0 cumulative grade point average after attempting a minimum of 15 credits.
- **Unsatisfactory Attendance** – The scholarship will be terminated if the student misses 14 or more consecutive calendar days without appropriate approval.
- **Change in Program of Study/Major** – The scholarship will be terminated if the student changes his/her initial program of study.
- **Delinquency in Payment** – Payment for tuition and non-tuition fees & charges is due on or before the first day of each semester for which the items are billed. The scholarship is subject to termination if the student becomes delinquent in paying his/her account in accordance with the tuition and fees payment plan approved by the Campus Director or his/her designate.

LIMITS ON ELIGIBILITY FOR THE EAFS

A sponsoring employee may benefit from the EAFS for him/herself or as a sponsor for members of his/her immediate family for a maximum of two programs, and those program enrollments cannot run concurrent for any number of days. In the event an EAFS student cancels or drops from a program, or changes his/her program of study, one of the sponsoring employee's EAFS benefits will be considered as used and there will be no re-institution of the EAFS benefit upon re-entry.



On the Job

ATTENDANCE, PUNCTUALITY AND DEPENDABILITY

Because Education Affiliates depends heavily upon its employees, it is important that employees attend work as scheduled. Dependability, attendance, punctuality, and a commitment to do the job right are essential at all times. As such, employees are expected at work on all scheduled workdays and during all scheduled work hours and to report to work on time. Moreover, an employee must directly notify his/her supervisor as far in advance as possible, but not later than one hour before his/her scheduled starting time if he/she expects to be late or absent. Whenever possible, this should involve speaking directly to the direct supervisor, and not simply leaving a message or sending an email. This policy applies for each day of his/her absence. An employee who fails to contact his/her immediate supervisor or the HR Department may be considered as having voluntarily resigned. A careful record of absenteeism and lateness is kept by the employee's supervisor and becomes part of the personnel record. Absenteeism and lateness may lessen an employee's chances for advancement and, in some circumstances, may result in dismissal. An employee will not be penalized for an absence caused by a disability, as defined by applicable law.

Entering or leaving Company property without permission may result in discipline, including termination. This can include walking off a shift, failing to report for a scheduled shift, and leaving early without a supervisor's permission.

INCLEMENT WEATHER

Management at each location is responsible for making decisions regarding closing or delay due to adverse weather conditions. Decisions will be made and communicated to affected employees as early as possible.

When weather conditions such as snow or hurricanes make it difficult for an employee to report on time, reasonable lateness will be excused. Employees will not ordinarily be paid for a day on which they do not report for work. If there is an extenuating circumstance regarding an absence due to weather, an exception to this policy must be reviewed and approved by the Campus President.

If an employee chooses to leave early because of weather conditions, they may do so provided notice is given to their immediate supervisor and also provided that there is no urgent business need to withhold permission. However, if the location remains open, employees who leave before the end of their scheduled hours may not be paid for that time.

Remote employees as well as permanent or temporary work from home employees are not eligible for inclement weather pay.

TRAVEL & BUSINESS EXPENSE REIMBURSEMENT

Purpose and Requirements

The purpose of this policy is to document the allowable business expenses eligible for reimbursement.

Substantiation Requirements

All expenses must be accompanied by a receipt or supporting documentation. Individual business meals while traveling are covered by a per diem and do not require documentation.

Falsification of Expenses

Submitting fraudulent receipts or falsifying expense reports may result in disciplinary action up to and including termination.

Non-Reimbursable Expenses

Non-reimbursable expenses include, but are not limited to:

- car repair
- clubs or club memberships
- credit card interest charges
- day-care for children or pets (see exception in Daycare section below)
- fees for upgrades of air, hotel, or auto
- headphones on airlines
- health club fees
- laundry (unless out of town 5 nights or more)
- massage
- medicines
- movies (either in-room or at the theater)
- personal bar bills
- personal books, magazines or other entertainment
- personal travel portion during business trip
- pet hotel stays or pet transportation
- spouse's expenses if accompanying Education Affiliates employee on trip (unless previously approved)
- toiletries
- theater, cinema or opera tickets
- traffic citations (parking tickets or fines)

Expense reports must be submitted within one year from the date the expense was incurred.

Travel Contact

Education Affiliates uses a third-party vendor for all business travel arrangements. Please contact Ronnie Maddox at RMaddox@edaff.com for instructions for making travel arrangements through this vendor.

Travel Advances

In rare cases of financial hardship, an advance for travel may be granted. Employees should complete a Handcheck Request Form (found in the Accounting area of the [Intranet](#)) and have it authorized by their supervisor. When submitting expense reports, deduct the advance from the total expenses and submit a check for any amount remaining (if any) due to the Company. Please submit the check request form a minimum of two weeks prior to travel to allow sufficient time to process the request.

Airfare

Our Corporate travel agency will attempt to obtain the lowest airfare available for all flights and will attempt to charge all flights to our corporate account. Help us take advantage of early purchase discounts by booking flights online as far in advance as possible.

Car Rental

Our Corporate travel agency will reserve cars when necessary for travel. Please note that this is a reservation ONLY. Employees will be required to provide a personal credit card at the time of rental and submit the receipt for reimbursement. The authorized car rental companies for Company travel are Enterprise Rent-a-Car and National Car Rental.

1. Economy/midsize models must be rented unless more than two persons are traveling together. An upgrade to full-size is allowed if three persons are traveling together. Higher upgrades are allowed if transporting materials and cargo space is a factor, or if more than three persons are traveling together.
2. Rental cars should be returned with a full tank of gas.
3. Upgrades not authorized by this policy are not reimbursable.

4. Minimum rental age is 25. Employees younger than age 25 will need to make other arrangements for transportation.
5. Employees are required to use their own credit card for car rental.
6. Please ensure that Education Affiliates is shown on the reservation along with the employee's name. By doing so, EA insurance will cover the costs of any accident damage.
7. Whenever possible, please consolidate driving with others in order to reduce the need for multiple car rentals.

Mileage

Those individuals who do not receive a monthly travel allowance are entitled to claim mileage at the current enacted IRS rate per mile for the use of their automobile on official Company business (see below). The destination and reason for all mileage claims must be included on the Expense Reimbursement form. Employees who do not receive a monthly travel allowance will also be reimbursed for tolls. Employees will not be reimbursed for repairs and maintenance to their personal automobile.

Commuting Miles: Reimbursement may not be claimed for travel to and from the employee's home and the campus location at which he/she regularly works.

Trips from Campus: Reimbursement may be claimed for travel from the campus location at which the employee regularly works to locations other than his/her home and back to the campus for the number of miles traveled on official Company business.

Trips from Home: Reimbursement may be claimed for travel to and from the employee's home to a remote location that is not the employee's campus for the number of miles traveled on official Company business that exceed the employee's regular commuting miles. If, for example, the remote location is closer to the employee's home than their campus is, the employee will not be entitled to claim any mileage.

Triangular Trips: These include trips from home to a remote location (or multiple locations), and then to the campus OR trips from the campus to a remote location (or multiple locations) to home. Reimbursement may be claimed for travel on these types of trips for the number of miles traveled on official Company business that exceed the employee's regular commuting miles.

For example: If the employee's regular commute to and from their home to their campus is 16 miles round-trip and they travel on official Company business from the campus to a clinical site and then back to their home and the employee traveled a total of 25 miles, the employee would be entitled to claim 9 miles for reimbursement.

Trips to Airport/Train Station: Reimbursement may be claimed for travel to and from the employee's home to the airport or a train station. Regular commuting miles are not considered for this type of travel.

Airport Parking

Long-term parking should be used for travel exceeding 24 hours.

Lodging

The Corporate travel agency maintains a corporate rate with Preferred Hotels in most areas in which Education Affiliates does business. Some Preferred Hotels also offer a Direct Billing Option. Hotels that have a Direct Bill option will have the message "*THIS IS A DIRECT BILL PROPERTY*" displayed when selecting a room type. If a Direct Bill Hotel option is available and selected, Education Affiliates will be billed directly, and the traveler should not submit for reimbursement. If a Direct Bill option is not available, then the traveler will be responsible for the charges and will submit the receipt for reimbursement. Unless there are specific needs, travel will be booked at one of these hotels. When traveling to areas in which there is not a

Preferred Hotel, employees will need to book a hotel that has no more than a \$150 maximum nightly rate and submit the receipt for reimbursement. In-room movies and use of hotel gym, massage services, and sauna facilities will not be reimbursed. Laundry services and valet parking are considered non-reimbursable expenses. However, hotel stays in excess of 5 days may warrant the use of laundry services. Exceptions must be approved by the employee's immediate supervisor.

Meals

When traveling overnight, employees will receive a daily per diem. The per diem is \$5 for breakfast and \$30 for dinner. Note: since this is a per diem, employees are not required to turn receipts in for this expense. If an employee leaves his/her residence in the morning, he/she should only submit the dinner portion of the per diem on the first day. If the employee returns from travel in the evening, he/she would not receive the dinner portion of the per diem on the last day. Lunches are not reimbursed, unless it is a business lunch in which case it should be submitted separate from the per diem and with receipt documentation. If the employee's job position warrants them, business meals with clients or other employees may be submitted for reimbursement. Business meal expenses require receipts as documentation, as well as the names of the people in attendance and the purposes of the meeting. If an employee is part of a group whose meal is paid for by either a client or supervisor during travel, the employee should not submit the per diem for that meal.

Personal losses while on Company business are not reimbursable.

NON-OWNED COMPANY VEHICLE POLICY

Education Affiliates has a significant number of employees who sometimes drive either their personal cars or rental cars for Company business. Education Affiliates and its subsidiary operations have a responsibility to ensure that personal and rental vehicles are being operated in a safe and legal manner with proper insurance coverage. This policy sets forth the requirements that employees must comply with in order to drive either their personal cars or rental cars on Company business.

Policy and Procedures

The following persons/positions are covered under this policy and are required to meet the criteria set forth in this policy at time of hire and annual verifications thereafter.

- Any person receiving a car allowance
- All High School Outreach Coordinators
- All Campus Presidents and Regional Directors
- Other employees who regularly drive on Company business

Document Requirements

Employees who use personal or rental vehicles as described above for Company business must be at least 21 years of age, possess a valid driver's license and must be adequately insured. They will be required to present copies of the following for a Driver file to be maintained by Education Affiliates. **Employees covered by this policy are required to present updated copies of any expired documents:**

- Copy of State driver's license
- Motor vehicle report (EA will secure this at Company expense with a signed MVR Release)
- Copy of valid vehicle registration
- Proof of current auto insurance with the following minimum limits:
 - Liability: \$100,000 per person, \$250,000 Combined Single Loss
 - Medical Payments: \$5,000

Reporting Requirements

Employees who use personal or rented vehicles, as described above, for Company business must report the following incidents to their Manager/Campus President within one business day of occurrence:

- License suspension
- Insurance cancellation
- Motor vehicle accident on Company business
- Change in personal vehicle used for Company business
- Moving violations (whether or not on Company business)
- DUI, DWI, OUI, or refusing a substance test (whether or not on Company business)

Each incident listed above will be considered on an individual basis and may require additional training, increased driver file reviews and/or loss of “for Company” driving privileges. For employees subject to this policy, accidents and injuries resulting from an employee’s gross negligence, driving while under the influence, or multiple moving violations or accidents on Company business will be subject to disciplinary action that could result in an employee’s dismissal.

Training Requirements

From time to time, Education Affiliates and its subsidiary operations may require that employees who use personal or rented vehicles as described above for Company business be required to complete driver orientation and/or training.

Annual Review of Employee’s Driver File

Education Affiliates will conduct an annual review of the employee’s Driver File. Employees who fail to comply with the above document requirements, or whose Motor Vehicle Report leads Education Affiliates and its subsidiary operations management to conclude that continued driving by the employee on Company business presents a risk to the Company, may be prohibited from driving on Company business.

Cell Phones

The use of a hand-held phone or device is prohibited while driving on Education Affiliates business. Only hands-free phones or devices may be used, whether the vehicle is in motion or stopped at a traffic light. Please refer to the Corporate Cell Phone Policy on page 51 for additional information.

SAFETY POLICY

Education Affiliates believes that the causes of incidents and accidents can be controlled, and their occurrences constantly reduced with vigilance, training and the practice of good safety habits by all. Education Affiliates is committed to promoting a safe working and learning environment for its employees, students, the general public and the protection of Company property. Education Affiliates’ paramount obligation is to provide a safe and healthy work environment. This is achieved through training and dissemination of information to all levels of employees regarding proper work procedures and safe operating practices. Achievement of these goals is to be checked through regular inspections of facilities and equipment where unsafe conditions might be found.

It is the responsibility of each employee to follow all safety rules (written or verbal) and to work safely at all times. It is also the responsibility of all employees to correct and/or report all unsafe equipment and practices. **Safety is everyone’s business.** Campus Presidents and Department Managers, who have the direct responsibility to oversee the work in their school, are responsible for ensuring employees follow the safety rules outlined by the employer.

Education Affiliates is committed to complying with all local, state and federal safety laws and regulations that are pertinent to the operation of each individual facility.

Any employee who deliberately commits an unsafe act or creates a situation that could cause an unsafe act will be subject to disciplinary action up to and including termination.

EMPLOYEE REFERRAL BONUS POLICY

Education Affiliates takes a great deal of pride in its recruitment and selection process. One of the best ways of sourcing candidates is often through our existing employees. EA will provide a referral bonus in accordance with the policy guidelines below to eligible employees who refer a successful candidate. For nursing positions, bonuses will be paid for both full-time and part-time positions. For all other positions, bonuses will be paid for full-time positions only. The amount of the Referral Bonus and the eligible employees are described in the Referral Bonus Schedule.

To be eligible for the Referral Bonus, the employee making the referral must complete and submit the referral form to the appropriate manager, the Campus President and to Corporate Payroll prior to the referred candidate applying for the position. All nursing referrals must also be sent to Salva Zinna.

The Referral Bonus will be paid once the new employee has been working in the designated position for the timeframe defined in the Referral Bonus Schedule. Employees may earn multiple referral bonuses. An employee's referral of a candidate will be considered valid for a period of six (6) months from the date the referral was submitted. Referral bonuses will not be paid to anyone who is not currently employed with the Company.

Referral Bonus Schedule:

1. **Dean of Nursing - \$1,500** – Bonus will be paid after 6 months of employment. See chart below for specific job codes.
2. **FT or PT Nursing faculty - \$750** (includes Faculty hired to fill open Clinical Faculty and/or Simulation positions). Bonus will be paid after 6 months of employment. See chart below for specific job codes.
3. **All Other Full-Time Positions - \$500** – Bonus will be paid after 6 months of employment.

Positions Eligible for Nursing Bonuses:

Job Code	Job Title	Bonus Amount
118815	Dean of Nursing	\$1,500
118821	Associate Dean of Nursing	\$1,500
118847	National Dean of Nursing	\$1,500
119938	Accreditation Project Coordinator	\$1,500
118819	Academic Coach/Nursing Advisor	\$750
118827	Nursing Faculty - PT/Hourly	\$750
118811	Nursing Faculty - FT/Salary	\$750
118813	Clinical Coordinator- Nursing	\$750
118842	Clinical Coordinator - PT	\$750
118826	Simulation Director	\$750
118825	Simulation Coordinator - Nursing	\$750
118844	Simulation Coordinator - PT	\$750

118839	Coordinator of Global Health Perspectives	\$750
118845	Senior Dean of Nursing	\$750
118852	Blended Nursing FT Instructor	\$750

Eligibility to Participate:

All current, regular full-time and part-time EA employees are eligible for referral bonuses with the exception of:

- Vice Presidents and Senior Management
- Employees for whom the new hire would fall within their immediate or indirect span of control or in areas where they influence the hiring decision for the position related to their referral.
- Temporary Contractors may submit referrals but are ineligible for a bonus payment.

Referrals will be accepted for all candidates in open positions, with the exception of:

- Former employees, contractors or temporary staff with less than one (1) year since their separation from EA, or persons returning from leave of absence, or rehired for another teaching term.
- Full-time and part-time employees, contractors or temporary staff currently working for EA cannot be referred as candidates for open positions under the referral program. Current employees may apply or be referred for open positions as candidates through the internal job posting system.
- EA reserves the right not to pursue a referred candidate if the eventual employment of said candidate would constitute a conflict of interest with a customer or supplier and be detrimental to the best interests of the Company.

Referring employees may not take part in the interview process. Such action would render them ineligible for award. The referring employee must complete and submit the referral form prior to the referred candidate applying for the position to be eligible for the referral award.

The Employee Referral Form can be located on the HR page of the [Intranet](#), under Policies and Forms.

APPEARANCE AND CONDUCT

Employees are expected to work in a cooperative manner with managers and supervisors, co-workers, students and vendors. Rudeness or unprofessional behavior toward a student, or anyone in contact with the Company is prohibited. Employees will not be discourteous or disrespectful to a student or to any member of the public while in the course and scope of conducting Company business. Being insubordinate, threatening, intimidating, disrespectful or assaulting a manager, supervisor, co-worker, student or vendor will result in disciplinary action, including termination.

Each employee is expected to abide by Company policies and to cooperate fully in any investigation that the Company may undertake. Making knowingly false accusations against the Company and/or against any employee, student or vendor is strictly prohibited.

Business Casual Dress Guidelines

Education Affiliates expects employees to maintain a neat, well-groomed appearance at all times. Employees should avoid extremes in dress. Employees must be cognizant of potential external visitors who may visit EA facilities. Employees should use good judgment in assuring they will not be required to attend meetings/appointments for which their dress would be inappropriate. All clothing should be clean and neat.

Wearing suggestive attire such as short skirts, plunging necklines, tight-fitting attire and see-through fabrics, shorts, backless or strapless tops, tank tops and exercise attire is inappropriate. Excessive accessories, fashion trends, or styles that are seen as popular "fads" to some people, (e.g., hairstyles/hair color, body piercing, tattoos, etc.) may be deemed inappropriate for business if considered extreme by management. Employees found to be in violation of appearance standards may be sent home to change their clothing. Repeated violation of standards may result in corrective action counseling, up to and including termination.

REFERENCES & EMPLOYMENT VERIFICATIONS

All requests for references or verification of an employee's current or former employment with Education Affiliates should be directed to The Work Number at 1-800-367-5690 or www.theworknumber.com. The Employer Code for Education Affiliates is 14594. It is Company policy to verify an employee's job title and dates of employment only, unless the employee creates a salary key with The Work Number to provide his/her authorization of salary verification.

ROMANTIC OR SEXUAL RELATIONSHIPS

Between Employees

Consenting "romantic" or sexual relationships between a supervisor/manager and an employee may lead to allegations of unlawful sexual harassment, and significant difficulties for all concerned: the employee, the supervisor/manager and the Company. Accordingly, any such relationship is contrary to the best interests of the Company. The Company strongly discourages such relationships and any conduct (such as dating between a supervisor/manager and an employee) that is designed or may reasonably be expected to lead to the formation of a "romantic" or sexual relationship.

By its discouragement of romantic and sexual relationships, the Company does not intend to inhibit the social interaction (such as lunches or dinners or attendance at entertainment events) that are or should be an important part or extension of the working environment; and the policy articulated above is not to be relied upon as justification or excuse for a supervisor's/manager's refusal to engage in such social interaction with employees.

If a romantic or sexual relationship between a supervisor/manager and an employee should develop, it shall be the responsibility and mandatory obligation of the supervisor/manager promptly to disclose the existence of the relationship to the Corporate HR Department. The employee may make the disclosure as well, but the burden of doing so shall be upon the supervisor/manager.

The Company recognizes the ambiguity of and the variety of meanings that can be given to the term "romantic". It is assumed, however, that either or both of the parties to such a relationship will appreciate the meaning of the term as it applies to either or both of them and will act in a manner consistent with this policy.

Management shall inform the Company's Executive Committee and others with a need-to-know of the existence of the relationship, including in all cases the person responsible for the employee's work assignments.

Upon being informed or learning of the existence of such a relationship, the Company's Executive Committee may take all steps that it, in its discretion, deems appropriate. At a minimum, the employee and supervisor/manager will not thereafter be permitted to work together on the same matters (including matters pending at the time disclosure of the relationship is made), and the supervisor/manager must withdraw from participation in activities or decisions (including, but not limited to, hiring, evaluations, promotions, compensation, work assignments and discipline) that may reward or disadvantage any employee with whom the supervisor/manager has or has had such a relationship.

In addition, and in order for the Company to deal effectively with any potentially adverse consequences such a relationship may have for the working environment, any person who believes that he or she has been adversely affected by such a relationship, notwithstanding its disclosure, is encouraged to make his or her views about the matter known to a representative of the Corporate HR Department.

This policy shall apply without regard to gender and without regard to the sexual orientation of the participants in a relationship of the kind described.

EMPLOYEE/STUDENT FRATERNIZATION POLICY

Education Affiliates is committed to maintaining an educational environment that encourages students to work and interact with EA employees and staff on a professional basis, without the concern or appearance of inappropriate influence or abuse. Faculty members, administrators and staff members are, or can appear to be, in a position of authority, directly or indirectly, over students. This is the case even if students are not enrolled in a faculty member's class. Many students are looking for guidance as they pursue their educational and career goals and may be vulnerable to inappropriate relationships. Students should be assured that the relationship they develop with faculty and staff members will always be built upon the highest ethical standards of the educational profession.

Accordingly, it is the policy of Education Affiliates that no employee – whether faculty, administration, or staff – seek to initiate, initiate, consent to or in any way become involved in a romantic or sexual relationship with any student or prospective student. This policy is in effect for all EA employees as well as all contract employees and volunteers. All employees must maintain a professional, ethical relationship with our students that is conducive to an effective, safe learning environment, and employees must act as role models for students at all times, whether on or off school property. We institute this policy in an effort to prevent favoritism, morale problems, questions regarding academic achievement, disputes or misunderstandings, potential harassment claims, and inferences of impropriety. Employees must establish appropriate personal boundaries with students and not engage in any behavior that could reasonably lead to even the appearance of impropriety. Further, employees should not socialize with students outside of school in an effort to maintain professional distance.

Inappropriate employee behavior includes, but is not limited to, flirting; making suggestive comments; dating; requests for sexual activity; physical displays of affection; partying or engaging in off-site recreational activities with students; giving/receiving inappropriate personal gifts; excessive or inappropriate communications of a personal nature with a student through phone, e-mail, texting, or other social networking; physical conduct such as inappropriate touching, gestures, impeding or blocking movements; or providing alcohol or drugs to students. Even if the student participated willingly in the activity, inappropriate fraternization of employees with students is against Company policy and may be grounds for disciplinary action up to and including termination. Allegations of inappropriate employee/student behavior shall be promptly investigated and will be treated as confidential and private to the extent possible within legal constraints.

In the event that an EA employee becomes aware of a relationship, potential relationship or actions (even if initiated by a student) in conflict or violation of this policy, the employee and/or his or her supervisor has a responsibility to promptly report the incident or relationship to their Campus President and/or Corporate Human Resources so that appropriate action may be taken. Faculty and staff members who fail to report such an incident or relationship are also subject to disciplinary action.

ACCIDENTS AND EMERGENCIES

Maintaining a safe work environment requires the continuous cooperation of all employees. The Company strongly encourages employees to communicate with fellow employees and their supervisor regarding safety

issues. All employees will be provided care, first-aid and emergency service, as required, for injuries or illnesses while on Education Affiliates' premises. Employees should contact their supervisor, the nearest supervisor, and/or 911 in the event of an accident or emergency.

If an employee is injured on the job, Education Affiliates provides coverage and protection in accordance with the Worker's Compensation Law. When an injury is sustained while at work, it must be reported immediately to the employee's supervisor, who in turn will notify HR of the incident.

Failure to report accidents is a serious matter as it may preclude an employee's coverage under Worker's Compensation Insurance.

OPEN DOOR POLICY

In keeping with our Core Values, Education Affiliates promotes an atmosphere whereby employees can talk freely with members of the management team. Employees are encouraged to openly discuss with their supervisor any problems so appropriate action may be taken. If the supervisor cannot be of assistance, Human Resources is available for consultation and guidance. Education Affiliates is interested in all of our employees' success and happiness with us. We, therefore, welcome the opportunity to help employees whenever feasible.

CONFIDENTIAL EMPLOYEE HOTLINE

Employees are urged to take advantage of our confidential Employee Hotline at 410-627-9580. Employees may confidentially report any concerns regarding their employment or the ethical operation of Company business to this third-party group.

SOLICITATIONS, DISTRIBUTIONS, AND USE OF BULLETIN BOARDS

To protect our employees from unnecessary interruptions and annoyances, it is our policy to prohibit the distribution of literature in work areas and to prohibit the solicitation and distribution of literature during the employees' working time. "Working time" is the time an employee is engaged or should be engaged in performing his/her work tasks. This rule also applies to solicitation or distribution by electronic means. Solicitation or distribution of any kind by non-employees on Company premises is prohibited at all times. Nothing, of course, in this rule is intended to prohibit employees from discussing terms and conditions of employment.

Bulletin Boards

Bulletin boards maintained by Education Affiliates are to be used only for posting or distributing material of the following nature: notices containing matters directly concerning Company business and announcements of a business nature which are equally applicable and of interest to employees.

COMPUTER USE POLICY

Many of our employees work in an environment that requires the use of a computer, laptop, tablet, smart phone, or any other electronic computer device (hereinafter, collectively and individually, "computer" or "technology"). The policies presented in this document will help employees benefit from technology, as well

as help Education Affiliates manage the cost and risk of such use. Any device, whether Company-issued or personal, that is connected to Company WiFi is subject to the terms and conditions of this policy.

Protection of Your Computer and its Data

Employees' computers are assets owned by Education Affiliates and must be handled with the care given to any Company owned item. Employees are responsible for safeguarding this asset. The data on employees' computers is also the property of Education Affiliates, and Education Affiliates reserves the right to examine all data and documents on each employee's computer. Employees have no ownership interest in or right to privacy in connection with any information or data on Company-owned computers.

Objectionable Material and Company Computers

The Company's technology must be used for business purposes only, and specifically must not be used to download, copy, store, create or transmit material that is offensive, defamatory, obscene or discriminatory or otherwise unlawful. Such materials include but are not limited to pornography, slurs, epithets, or other material that is disparaging or offensive based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any individual's status in any protected group or class. Education Affiliates' technology may not be used to download, copy, and store or transmit material that may violate copyright or license restrictions.

Using Computers to Solicit Employees or Other Individuals

Education Affiliates' technology may not be used to solicit other individuals for non-job-related purposes.

Adherence to Licensing and Copyright Restrictions

Employees may only use approved software on their computers. Since EA licenses the use of software, Education Affiliates forbids the duplication, sale or distribution of software that it is licensed to the Company. No outside software licensed personally to an employee may be brought in and loaded onto an Education Affiliates computer without the written consent of the Education Affiliates IT Director. Such approvals will require the presentation of proof that the software is properly licensed.

Passwords and Security

Employees are responsible for securing the data on their computers through proper use and protection of passwords and should never share passwords with any other user. Employees are responsible and accountable for any improper or unauthorized use of Company-issued computers under their passwords. Employees should contact IT support immediately in the event their password is compromised so that a new one can be issued.

Email and Privacy

Email should be used for business related purposes only. Use of Education Affiliates' technology for email purposes does not guarantee privacy or confidentiality. It is not Education Affiliates' practice to monitor email unless there is reasonable cause to do so. That notwithstanding, Education Affiliates may access or examine email messages and any other files, for any reason, including retrieving business information, maintaining the system, or conducting investigations, without notifying the user. Employees have no right to – and should have no expectation of – privacy in any of these documents or data. Email signatures should contain the employee's name, title, and business contact information only.

Any violation of the Computer Use Policy may lead to discipline up to and including termination of an employee, at the discretion of the Company.

SOCIAL MEDIA POLICY

While Education Affiliates takes no position on an employee's decision to start or maintain a blog or participate in other social networking activities, it is the right and duty of the Company to protect itself from

unauthorized disclosure of information. Education Affiliates' social networking policy includes rules and guidelines for personal social networking and applies to all employees.

General Provisions

For purposes of this policy, "social networking" and/or "social media" include but are not limited to video or wiki postings, sites such as Facebook, Twitter, LinkedIn, Instagram, Pinterest, Snapchat, and TikTok, chat rooms and forums, personal blogs (including those hosted by EA or which contain postings related to EA) or other similar forms of online journals, diaries, personal newsletters, or "check in" app services not affiliated with Education Affiliates. The policy may apply even if such activities are conducted outside of work time and on non-Company equipment. Other Company policies, e.g., Conflict of Interest, Code of Ethics, etc. must be complied with in conjunction with this Social Media Policy.

Unless specifically instructed, employees are not authorized to speak on behalf of Education Affiliates. Employees are expected to protect the privacy of Education Affiliates and its students and are prohibited from disclosing personal information and any other proprietary and nonpublic information to which employees have access. Such information includes but is not limited to student information, financial information, strategic business plans, and any other confidential Company information not otherwise specified.

Employer Monitoring

Employees are cautioned that they should have no expectation of privacy while using the Internet. Postings can be reviewed by anyone, including Education Affiliates. Education Affiliates reserves the right to monitor comments or discussions about the Company, its employees, and the industry that are posted on the Internet by anyone, including employees and non-employees. Employees are also cautioned that they have no right to – and should have no expectation of – privacy while using Company equipment, facilities or computers for any purpose.

Violations

Education Affiliates requests and strongly urges employees to report any violations or possible or perceived violations to supervisors, managers or the HR department. Violations include but are not limited to discussions of Education Affiliates and its students, any discussion of proprietary information and any unlawful activity related to blogging or social networking.

Education Affiliates investigates and responds to all reports of violations of the social networking policy and other related policies. Violation of the Company's social networking policy may result in disciplinary action up to and including termination. Discipline or termination will be determined based on the nature and content of any blog or social networking post. Education Affiliates reserves the right to take disciplinary and/or legal action where necessary against employees who engage in prohibited or unlawful conduct.

Personal Blogs and Other Social Media

Education Affiliates respects the right of employees to write blogs and use social networking sites and does not discriminate against employees who use these media for personal interests and affiliations or other lawful purposes. Employees are expected to follow the guidelines and policies set forth below:

- Employees are not to claim or create social media outlets that represent the Company or an individual campus through the likes of Facebook, Instagram, or Twitter pages without written consent from the Corporate Marketing Department.
- Bloggers and commenters are personally responsible for their commentary on blogs and social networking sites. Bloggers and commenters can be held personally liable for commentary that is considered defamatory, obscene, proprietary or libelous by any offended party, not just Education Affiliates.
- Employees may not use Company-owned equipment, including computers, employer-licensed software or other electronic equipment, nor facilities or Company time, to conduct personal blogging or social networking activities.

- Employees may not use blogs or social networking sites to harass, threaten, discriminate or disparage against employees, students, or anyone associated with or doing business with Education Affiliates. Nothing should be posted that is false, misleading, obscene, defamatory, or in violation of any federal, state, or local laws.
- Individuals who identify themselves as Education Affiliates employees should state that views expressed in their blogs or social networking areas are their own and not those of the Company, nor of any person or organization affiliated or doing business with Education Affiliates. Even if an employee is not an official spokesperson and does not identify him/herself as an EA employee, the person's status as an EA employee may be of concern.
- Employees are prohibited from posting on personal blogs or other sites the name, trademark or logo of Education Affiliates or any business with a connection to Education Affiliates. Employees are also prohibited from posting Company-privileged information, including copyrighted information or Company-issued documents.
- Employees may not post on personal blogs or social networking sites photographs of other employees or students, nor can employees post photographs of persons engaged in Company business or at Company events.
- Employees may not post on personal blogs and social networking sites any advertisements or photographs of Company services, nor may they advertise Company services using these or any other media.
- Employees are prohibited from linking to Education Affiliates' internal or external web site from a personal blog or social networking site.
- Employees who are contacted by the media or press about any posting that relates to Education Affiliates business are required to speak with their manager before responding.
- For regulatory reasons, employees are prohibited from disclosures or engaging in online discussions which could be viewed as engaging in advocacy or relating to regulatory initiatives.

CORPORATE PROVIDED CELL PHONE/HANDHELD DEVICE POLICY

Employees without an EA Company-provided cell phone or handheld device may not use personal cell phones or handheld devices to conduct company business without written approval from their direct supervisor or an EA corporate Vice President.

Certain positions may be deemed eligible for Company- provided cell phones or handheld devices; these positions and exceptions are approved by the EA Vice President of Systems/Administration. Company-provided cell phones and handheld devices represent an expense for EA, so this policy is designed to provide guidance on their proper use to help control associated costs and reduce liability.

Company- provided cell phones or handheld devices are to be used for official Company business only. Use should be limited to incoming and outgoing calls and text messages that are of a business nature and directly relevant to the employee's duties at EA. The use of a Company- provided cell phone or handheld device for photo and video messaging, "premium" messaging, data/content downloads, and related activity is prohibited.

Company-provided cell phones or handheld devices must not be used to download, copy, store, create or transmit material that is offensive, defamatory, obscene or discriminatory or otherwise unlawful. Such materials include but are not limited to pornography, slurs, epithets, or other material that is disparaging or offensive based on race, color, national origin, sex, sexual orientation, age, disability, religious or political beliefs, or any individual's status in any protected group or class. Education Affiliates' technology may not be used to download, copy, and store or transmit material that may violate copyright or license restrictions. No software may be loaded onto an EA-provided cell phone or handheld device that would allow for mass texting or email capability.

Employees without an EA Company-provided cell phone or handheld device may not use a personal cell phone or handheld device to conduct Company business without written approval from their direct supervisor or an EA corporate Vice President. In this case, no software may be loaded onto any personal cell phone or handheld device that would allow for mass texting or emailing capability.

As with all other Company-issued equipment, all messages and other data stored on or transmitted to or from a Company-issued cell phone or handheld device are the property of Education Affiliates, and employees do not have a right to privacy when using their Company-issued cell phone or handheld device. Employees should exercise discretion and refrain from sending offensive, defamatory, obscene or discriminatory material from a Company-issued cell phone or handheld device and may not use their Company-issued cell phone or handheld device to solicit other individuals for non-job-related purposes.

The use of a handheld phone or device is prohibited while driving on EA business. Only hands-free phones and devices may be used, whether the vehicle is in motion or stopped at a red light. If you need to use your device to conduct work related business in your vehicle, you must pull over to a safe location, even if the device is being used hands-free. This includes video calls (e.g., Zoom or Microsoft Teams), reading or responding to emails, instant messages, tweets, and text messages. Upon an employee's separation from employment with EA, he/she must promptly return their Company- provided cell phone or handheld device to EA.

Any violation of the Cell Phone/Handheld Device Policy may lead to discipline up to and including termination of an employee, at the discretion of the Company.

PERSONAL CELL PHONE/HANDHELD DEVICE USAGE POLICY

Employees may carry and use personal cell phones or handheld devices for personal business while at work on a sporadic basis. If employee use of a personal cell phone or handheld device causes disruptions or loss in productivity, the employee may be subject to disciplinary action. Cell phones and handheld devices shall be turned off or set to silent or vibrate mode during meetings, conferences, and in other locations where incoming calls or text messages may disrupt normal business activities.

Personal cell phones or handheld devices are not to be used to conduct Company business without written approval from the employee's direct supervisor or an EA corporate Vice President. In this case, employees will not be compensated or reimbursed for any incoming or outgoing calls or messages relating to Company business that are made/sent from a personal cell phone or handheld device unless prior authorization has been obtained from the employee's supervisor. Employees should exercise discretion and refrain from sending offensive, defamatory, obscene or discriminatory material from a personal cell phone or handheld device. There may be situations where personal cell phone or handheld device use is approved for employees of specific departments, in which case policy may be developed to limit the use to specific situations and circumstances. In no case will use of a personal cell phone or handheld device for business purposes be required; rather it is always at the option of the employee.

EMPLOYER INFORMATION AND PROPERTY

The protection of Education Affiliates business information, property and all other Company assets are vital to the interests and success of Education Affiliates. No Education Affiliates related information or property, including without limitation, documents, files, records, computer files, equipment, office supplies or similar materials (except in the ordinary course of performing duties on behalf of Education Affiliates) may therefore be removed from the Company's premises. Additionally, employees may not forward work-related emails to a personal/non-EA email account for remote or long-term storage. When an employee leaves Education Affiliates, the employee must return to the Company all Education Affiliates related information and property that the employee has in his/her possession, including without limitation, documents, files, records, manuals,

information stored on a personal computer, computer discs, external hard drives, flash drives, or other portable storage devices, supplies, and equipment or office supplies. Personal use of Company vehicles is prohibited. Violation of this policy is a serious offense and will result in appropriate disciplinary action, up to and including termination.

LEAVING EDUCATION AFFILIATES

Resignation

When an employee decides to leave for any reason, his/her supervisor and the HR Department would like the opportunity to discuss the resignation before final action is taken. Education Affiliates often finds during this conversation that another alternative may be better. If, however, after full consideration the employee decides to leave, it is requested that the employee provide the Company with a written two-week advance notice period (bear in mind that PTO days may not be included in the two-week notice period), except as described for faculty below. The Company will only compensate employees for unused PTO when the employee works throughout the notice period and is not terminated for gross misconduct or cause; otherwise, unused PTO will be forfeited. Employees who are in possession of company property and do not return it may not receive a payout of their earned, unused PTO. Employees who leave without a proper two-week notice may not be eligible for rehire. If, as sometimes happens, the employee's supervisor wishes for the employee to leave prior to the end of the employee's two weeks' notice period, the employee may be paid for the remainder of that period.

Faculty

Faculty members are required to provide notice that allows the instructor to complete any course which they are currently teaching, or two weeks, whichever is longer.

Dismissals

Every Education Affiliates employee has the status of "employee-at-will," meaning that no one has a contractual right, express or implied, to remain in Education Affiliates' employ. Education Affiliates may terminate an employee's employment, or an employee may terminate his/her employment, without cause, and with or without notice, at any time for any reason. No supervisor or other representative of the Company (except the President) 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.

If a part-time employee has not worked for the Company for an extended period of time, the Company reserves the right to terminate their employment. If the employee is interested in working again, they are welcome to re-apply for employment.

Immediate Dismissal for Misconduct

Any employee whose conduct, actions or performance violates or conflicts with Education Affiliates' policies may be terminated immediately and without warning. The following are some examples of grounds for immediate dismissal of an employee:

- Breach of trust or dishonesty
- Conviction of a felony
- Willful violation of an established policy or rule
- Falsification of Company records
- Gross negligence
- Insubordination
- Violation of the Anti-Harassment and/or Equal Employment Opportunity Policies
- Timecard violations
- Undue and unauthorized absence from duty during regularly scheduled work hours
- Deliberate non-performance of work

Larceny or unauthorized possession of, or the use of, property belonging to any co-worker, visitor, or customer of Education Affiliates
Possession of dangerous weapons on the premises
Fighting or serious breach of acceptable behavior
Violation of the Alcohol or Drug Policy
Theft

This list is intended to be representative of the types of activities that may result in disciplinary action. It is not exhaustive and is not intended to be comprehensive and does not change the employment-at-will relationship between the employee and the Company.

Discipline Other than Immediate Termination

All employees are expected to meet Education Affiliates' standards of work performance. Work performance encompasses many factors, including attendance, punctuality, personal conduct, job proficiency and general compliance with the Company's policies and procedures. If an employee does not meet these standards, the Company may, under appropriate circumstances, take corrective action other than immediate dismissal.

The intent of corrective action is to formally document problems while providing the employee with a reasonable time within which to improve performance. The process is designed to encourage development by providing employees with guidance in areas that need improvement such as poor work performance, attendance problems, personal conduct, general compliance with the Company's policies and procedures and/or other disciplinary problems.

Written Warnings

The supervisor should discuss the problem and present a written warning to the employee. This should clearly identify the problem and outline a course of corrective action within a specific time frame. The employee should clearly understand both the corrective action and the consequence (i.e., termination) if the problem is not corrected or reoccurs. The employee should acknowledge receipt of the warning and include any additional comments before signing it. A record of the discussion and the employee's comments should be placed in the employee's personnel file. Employees who have had formal written warnings may not be eligible for salary increases, promotions or transfers during the warning period specified in the written warning document.

DRUG AND ALCOHOL ABUSE

Education Affiliates is committed to providing a drug-free, safe and secure workplace for all employees and students. That commitment is jeopardized when any one of our employees uses illegal drugs or misuses alcohol while on the job, comes to work under their influence, or possesses, distributes or sells drugs or alcohol in the workplace. If an employee violates the policy on substance abuse, the employee may be subject to disciplinary action, up to and including termination.

It is the responsibility of Education Affiliates' supervisors to counsel employees whenever they see changes in performance or behavior that suggests that someone has a drug or alcohol related problem. Although it is not the supervisor's job to diagnose personal problems, the supervisor should encourage such employees to seek help and advise them of available resources for getting help. Everyone shares responsibility for maintaining a safe work environment and co-workers should encourage anyone who may have a drug or alcohol problem to seek help.

The goal of our policy is to balance our respect for individuals with the need to maintain a safe and productive work environment. The intent of this policy is to show that we support a drug and alcohol-free workplace and to send a clear message that the use of illegal drugs or misuse of alcohol is incompatible with employment at Education Affiliates.

Forms of Drug Testing

There are four types of drug testing that Education Affiliates' employees must agree to.

Pre-employment testing: All employees are required to pass a pre-employment drug screen as a condition of employment.

Post-accident testing: Any employees involved in a work-related accident resulting in damage or injury may be required to take a drug and/or alcohol test.

Reasonable suspicion testing: If a supervisor suspects that an employee is under the influence of drugs or alcohol, subject to specific rules and requirements, the employee maybe required to take a drug and/or alcohol test.

Random testing: All Education Affiliates employees form a pool of individuals who are subject to random drug testing. Each individual subject to random drug and alcohol selection has an equal probability of being selected for testing each time the selection process is administered. An individual's name is returned to the pool after each selection and the possibility of being randomly selected is not affected by any prior or future selections. This may result in certain individuals being selected multiple times and others selected very infrequently, if at all, over a period of years.

Detailed Drug Policy

A detailed copy of this policy is available under separate cover and has been provided to each employee during the hiring process. All employees are required to sign an acknowledgement that they have read and understand this policy as a condition of employment. Employees of EA's Department of Transportation-regulated schools may be subject to a more stringent policy which will be provided, if applicable.

We expect that while an employee is conducting Company business, whether on or off Company premises, the employee will be in appropriate mental and physical condition. EA will not tolerate the unlawful manufacture, distribution, dispensation, possession or use of drugs on Company premises, or while conducting Company business off Company premises. If convicted for violating any criminal drug statute while on Company premises or Company business, the employee must inform the Company within five days after the conviction. If an employee is taking prescription or non-prescription drugs that cause adverse side effects in the performance of their responsibilities, the employee is encouraged to inform their manager.

With the exception of alcohol served at Company functions, and appropriate use of alcohol in entertaining customers or business partners, the use of alcohol on Company premises or while conducting business is prohibited.

DRUG AND ALCOHOL ABUSE PREVENTION PROGRAM

Objective of the Drug & Alcohol Abuse Prevention Policy

The purpose of the Institution's Drug & Alcohol Abuse Prevention (DAAP) Program is to foster a safe and healthy campus where students, faculty, and staff can work and attend in an environment free of the detrimental effects associated with drug and alcohol abuse. Through the DAAP Program, the Institution can inform students, faculty, and staff about the health risks associated with substance abuse, the resources available to help cope with substance abuse, and the sanctions imposed by federal, state, and local authorities, as well as the Institution's standards with regard to the use or abuse of alcohol and/or controlled substances.

Substance Abuse Policy

The use, possession, or distribution of prohibited substances (including alcoholic beverages, illegal chemical substances, or any legally prescribed chemical substances used in a manner contrary to a doctor's prescription) by any employee or student on any campus or on any externship/clinical site during related

experiences is prohibited. Any employee or student found in violation of this rule may be dismissed from employment and/or study, and the school may also report the incident to local law enforcement.

Standards of Conduct

1. Consumption of alcohol is prohibited on all campuses and externship/clinical sites.
2. Drug usage, other than over-the-counter drugs and prescription medications used in accordance with a doctor's prescription, is prohibited while serving as an employee or student representative of the Institution, whether on- or off-campus.
3. The unlawful use, possession, manufacture, or distribution of controlled substances on any campus or externship/clinical site is strictly prohibited.
4. The operation of any vehicle or machinery for Institution business while under the influence of alcohol or drugs is strictly prohibited.
5. The sale of drugs or alcohol on any campus or externship/clinical site is prohibited.

(Note: The term "Campus" also encompasses at any school sanctioned activity/function.)

Health Risks of Drug and Alcohol Abuse

Abuse of drugs and alcohol is a preventable behavior, and the disease of drug/alcohol addiction is a treatable disease. 11 million American adolescents and young adults ages 12-29 need help with drug and alcohol problems; 9 million of these are between the ages of 12-25. (2009 National Study on Drugs and Health)¹ The health and personal risks associated with alcohol and drug abuse may include temporary or permanent physical or mental impairment, injury, or death. Risks can include nausea, emotional volatility, loss of coordination, visual distortions, loss of consciousness, violence, depression, neurologic deficits, hypertension, liver and heart disease, increased heart rate, anxiety, panic attacks, psychosis, addiction, and fatal overdose. Use and abuse of such substances may also give rise to conduct which could result in criminal or civil prosecution and liability. Use and abuse of such substances may also lead to unsafe and/or nonconsensual sex, unwanted pregnancy, and may cause defects, injury, or death in unborn children. Consequences also include temporary or permanent loss of educational or employment opportunities. Below are some specific risks related to the use of alcohol and illegal drugs².

1. Alcohol: Alcohol often has a strong effect on people—and throughout history, people have struggled to understand and manage alcohol's power. While drinking alcohol is itself not necessarily a problem, drinking too much can cause a range of consequences, and increase your risk for a variety of problems. Alcohol interferes with the brain's communication pathways and can affect the way the brain looks and works. These disruptions can change mood and behavior and make it harder to think clearly and move with coordination. Heavy drinking can damage the heart, liver, pancreas and can weaken your immune system. Drinking too much can also increase your risk of developing certain cancers.
2. Cocaine: a powerfully addictive stimulant drug. Cocaine increases levels of the natural chemical messenger *dopamine* in brain circuits controlling pleasure and movement. Short term effects include extreme energy, hypersensitivity to light, sound and touch, irritability and paranoia. Long term effects include constricted blood vessels, dilated pupils, nausea, raised blood pressure, faster heartbeat, muscle twitches and restlessness.
3. Hallucinogens (PCP, LSD, Ketamine, Salvia, Peyote, Psilocybin): Hallucinogens are a diverse group of drugs that alter perception (awareness of surrounding objects and conditions), thoughts, and feelings. They cause hallucinations, or sensations and images that seem real though they are not.
4. Heroin: users report feeling a surge of euphoria ("rush") accompanied by dry mouth, flushing of the skin, heavy feelings in hands and feet, and clouded mental functioning. Long term effects include collapsed veins, abscesses, liver or kidney disease and lung complications. In addition to the effects of the drug itself, street heroin often contains dangerous chemicals that can clog blood vessels leading to the lungs, liver, kidneys, or brain, causing permanent damage. Also, sharing drug injection equipment and having impaired judgment from drug use can increase the risk of contracting infectious diseases such as HIV and hepatitis. People can overdose on heroin. It is also highly addictive.

5. Inhalants: substances such as solvents, aerosols, gases, and nitrites can cause slurred speech, lack of coordination, euphoria, and dizziness. Inhalant abusers may also experience light-headedness, hallucinations, and delusions. With repeated inhalations, many users feel less inhibited and less in control. More serious long-term consequences include liver and kidney damage, hearing loss, or bone marrow damage.
6. Marijuana: effects include altered senses (for example, seeing brighter colors), altered sense of time, changes in mood, impaired body movement, difficulty with thinking and problem-solving and impaired memory. Marijuana also affects brain development as the drug may reduce thinking, memory, and learning functions and affect how the brain builds connections between the areas necessary for these functions.
7. Methamphetamine: can cause extreme weight loss, severe dental problems, intense itching, anxiety, confusion, insomnia, and mood disturbances and display violent behavior. Also, symptoms of psychosis, such as paranoia, visual and auditory hallucinations, and delusions (for example, the sensation of insects crawling under the skin).
8. Prescription Drugs - Some medications have psychoactive (mind-altering) properties and, because of that, are sometimes abused—that is, taken for reasons or in ways or amounts not intended by a doctor, or taken by someone other than the person for whom they are prescribed. In fact, prescription and over the counter (OTC) drugs are, after marijuana (and alcohol), the most commonly abused substances by Americans 14 and older. Commonly abused classes of prescription drugs include opioids (for pain), central nervous system (CNS) depressants (for anxiety and sleep disorders), and stimulants (for ADHD and narcolepsy). All of these drugs have the potential for addiction, and this risk is amplified when they are abused.
9. Synthetic Cannabinoids (K2/Spice) - refer to a growing number of man-made mind-altering chemicals that are either sprayed on dried, shredded plant material so they can be smoked (herbal incense) or sold as liquids to be vaporized and inhaled in e-cigarettes and other devices. They may affect the brain much more powerfully than marijuana; their actual effects can be unpredictable and, in some cases, severe or even life-threatening.
10. Synthetic Cathinones (Bath Salts) - Synthetic cathinones are included in a group of drugs that concern public health officials called "new psychoactive substances" (NPS). NPS are unregulated psychoactive (mind-altering) substances that have become newly available on the market and are intended to copy the effects of illegal drugs. Synthetic cathinones are marketed as cheap substitutes for other stimulants such as methamphetamine and cocaine. Can produce effects such as paranoia, hallucinations, panic attacks and violent behavior.
11. MDMA (Ecstasy/Molly) - synthetic drug that alters mood and perception (awareness of surrounding objects and conditions). It is chemically similar to both stimulants and hallucinogens, producing feelings of increased energy, pleasure, emotional warmth, and distorted sensory and time perception. A person may experience irritability, impulsiveness and aggression, depression, sleep problems, anxiety, memory and attention problems. High doses of MDMA can affect the body's ability to regulate temperature. This can lead to a spike in body temperature that can occasionally result in liver, kidney, or heart failure or even death.

Legal Sanctions for Drug & Alcohol Abuse

The Institution will comply with all federal, state and local laws and policies regarding the abuse of alcohol and other drugs by its employees and students. In addition to disciplinary sanctions imposed by the Institution, all employees and students should be aware that federal, state, and some local laws treat illegal possession, use, sale/distribution, or manufacturing of drugs or alcohol as serious crimes that can lead to imprisonment, fines, and assigned community service. Resulting convictions can prevent a person from entering certain fields of employment and may have to be listed on employment applications. The possession, use, or distribution of illegal drugs is prohibited by federal law. There are strict penalties for drug convictions, including mandatory prison terms for many offenses. For a listing of federal offenses, penalties and sanctions, visit the Department of Justice / U.S. Drug Enforcement Administration- Office of Diversion Control website at <http://www.deadiversion.usdoj.gov/21cfr/21usc/index.html>. (Part D – Offenses and Penalties consists of *Prohibited Acts, Penalties for Simple Possession, Civil Penalties for Possession of Small Amounts, Attempt and Conspiracy, Transportation Offenses, Information for Sentencing, Distribution or Manufacturing Offenses, Sanctions for Testing Positive and Drug Paraphernalia.*) Additional state

penalties and sanctions may also apply; please see *Appendix A* for detail on penalties for each jurisdiction in which the Institution operates. Many localities have ordinances and regulations which prohibit public consumption of alcoholic beverages or consumption of alcoholic beverages on private property without the owner's consent. Similar laws and regulations apply in most other states and in many localities.

Sanctions the Institution Will Impose

1. Any employee or student found consuming alcohol or drugs on any campus or externship/clinical site shall be subject to disciplinary action.
2. Any employee or student found using; possessing, manufacturing, or distributing illegal drugs or transferring alcohol or drugs during normal working/school hours on any campus or externship/clinical site shall be subject to disciplinary action.
3. Any employee or student who reports to work or class under the influence of alcohol or drugs shall not be permitted to remain on campus or the externship/clinical site and will be escorted home. The employee or student shall also be subject to disciplinary action.
4. Consistent with the Drug-Free Workplace Law, as a condition of employment, all employees are required to abide by the terms of this policy and notify Human Resources of any criminal drug conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Compliance with this policy is considered a condition of employment and/or acceptance for study; therefore, if an employee or student violates this policy, discipline will be assessed accordingly, and the individual could be subject to termination or expulsion or referral for prosecution.
6. In all cases, the Institution abides by local, state and federal sanctions regarding unlawful possession of drugs in prohibited areas and/or the use of alcohol by individuals who have not attained the legal drinking age. Any drug identified by the law as illegal is included in this program, as are legal prescription drugs that are used in a manner contrary to a doctor's prescription.

(Note: The term "Campus" includes any school sanctioned activity/function.)

Counseling, Treatment & Rehabilitation Programs

The Institution supports programs that aid in the prevention of substance abuse. Students and employees are encouraged to seek assistance for substance abuse problems. Many health insurance plans include drug, alcohol and mental health services. If you need help in finding a treatment center, the Federal Substance Abuse & Mental Health Services Administration (SAMHSA) offers a free service to help you locate a facility near you. The toll-free Treatment Referral Hotline can be reached 24 hours a day, 7 days a week: 1-800-622-HELP (4357). You can also access their treatment facility location online at <http://www.samhsa.gov/treatment/index.aspx>.

Review & Distribution

This DAAP Program Policy will be reviewed biennially (in even-numbered years) to determine its effectiveness. During the review an analysis of the effectiveness of the methodology will be reviewed in addition to the sanctions imposed therein. The DAAP Program Policy will be distributed to employees and students on an annual basis by October 1st. Employees will receive email notification annually from the Human Resources Director. Students will receive notification annually through an electronic announcement via the Student Portal.

¹ DrugFree.org - <http://www.drugfree.org/wp-content/uploads/2012/04/Partnership-Drug-Alcohol-Fact-Sheet4.pdf>

² DrugAbuse.gov - <https://www.drugabuse.gov/drugs-abuse>

TOBACCO POLICY

Education Affiliates is committed to providing a safe and healthy environment for our employees and students. To that end, smoking and use of other tobacco products and electronic smoking devices (e-cigarettes) in any EA building is prohibited, and is limited to designated outside areas at the discretion of the campus in accordance with state and local law.



General Policies

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

Equal Employment Opportunity has been and will continue to be a fundamental principle at Education Affiliates, where employment is based upon personal capabilities and qualifications without discrimination because of race, color, religion, sex, age, national origin, disability, sexual orientation, transgender status, or any other protected characteristic as established by law.

This policy of Equal Employment Opportunity applies to all policies and procedures relating to recruitment and hiring, compensation, benefits, termination and all other terms and conditions of employment.

The HR Department has overall responsibility for this policy and maintains reporting and monitoring procedures. Employees' questions or concerns should be referred to the Corporate HR Department.

Appropriate disciplinary action may be taken against any employee willfully violating this policy.

DIVERSITY, EQUITY AND INCLUSION POLICY

Education Affiliates is committed to fostering, cultivating and preserving a culture of diversity, equity, and inclusion. We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, race, religion, sexual orientation, transgender status, socio-economic status, veteran status, and other characteristics that make our employees unique.

Education Affiliates' diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection, compensation and benefits, professional development and training, promotions, transfers, layoffs, terminations, and the ongoing development of a work environment that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for diversity.

All employees of Education Affiliates have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other Company-sponsored and participative events. Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the Company's diversity policy and initiatives should seek assistance from their supervisor, Campus President, or HR representative.

VIOLENCE IN THE WORKPLACE

As stated in EA's Core Values, the Company strongly believes that all employees have the right to be treated with dignity and respect. Threats, intimidation, or acts of violence will not be tolerated. Any instance

of violence that causes one to reasonably fear for his/her safety or the safety of others must be reported to the employee's supervisor and/or the HR Department. All complaints will be fully investigated. The Company will promptly respond to any incident or suggestion of violence. Violation of this policy will result in disciplinary action, up to and including immediate termination.

The following rules should be observed:

Threatening, harassing, intimidating, profane, obscene or similar inappropriate language or gestures is prohibited;

Any logos or graphics worn by employees must not reflect any form of violent, discriminatory, abusive, offensive demeaning or otherwise unprofessional message;

Threatening, intimidating, coercing, or otherwise acting in a manner that interferes with the job performance of a fellow employee or visitor is prohibited;

Specific examples of the types of prohibited behaviors include, but are not limited to:

- Unwelcome name calling, obscene language, and other abusive behavior
- Intimidation through explicit or veiled, written or verbal. Verbal threats include those communicated through electronic means such as voice mail, email or social media. Statements such as "you won't get away with this" or "I'll get you" would be examples of statements that could be interpreted by a reasonable person as conveying an intent to cause physical harm.
- Throwing objects in the workplace regardless of the size or type of object being thrown, or whether a person is the target of the thrown object
- Physically touching another person in an intimidating, malicious, or harassing manner, including such acts as hitting, slapping, poking, kicking, pinching, grabbing, and pushing
- Physically intimidating others, including such acts as obscene gestures, shouting, fist shaking, and stalking

No harassment of employees, customers or visitors;

No use of racial slurs, derogatory comments or insults.

NON-DISCRIMINATION AND ANTI-HARASSMENT/VIOLENCE POLICY

Education Affiliates is committed to a work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in a professional atmosphere that promotes equal employment opportunities and prohibits discriminatory practices, including harassment or sexual violence. Therefore, Education Affiliates expects that all relationships among persons in the workplace will be business-like and free of bias, prejudice and harassment.

Education Affiliates owned schools do not discriminate on the basis of gender, sexual orientation, age, physical disability, race, creed or religion in its admission to the school or treatment in its programs, activities, advertising, training, placement, or employment. Penny Hosey, Director of Human Resources is the coordinator of Title IX, the Education Amendments Act of 1972, which prohibits discrimination on the basis of sex in any education program or activity receiving federal financial assistance. All inquiries or complaints under the sex discrimination provision of Title IX should be directed to Penny. The *Consumer Information Guide* contains more detailed information about the School's Title IX grievance procedures. The *Consumer Information Guide* is available online at the following locations:

<https://www.fortis.edu/consumer-information.html> <https://www.allstatecareer.edu/consumer-information.html><https://www.denvercollegeofnursing.edu/consumer-info.aspx>
<https://www.stpaulsschoolofnursing.edu/consumer-information.html>

Grievance procedures for Corporate employees are located in the Grievance Procedures section of this handbook.

Definitions of Harassment

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to: unwanted sexual advances or requests for sexual favors; sexual jokes and innuendo; verbal abuse of a sexual nature; commentary about an individual's body, sexual prowess or sexual deficiencies; leering, catcalls or touching; insulting or obscene comments or gestures; display or circulation in the workplace of sexually suggestive objects or pictures (including through e-mail and text messaging); and other physical, verbal or visual conduct of a sexual nature. Sex-based harassment that is, harassment not involving sexual activity or language (e.g., male manager yells only at female employees and not males) may also constitute discrimination if it is severe or pervasive and directed at employees because of their sex.

Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, immigration or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation, or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

Harassing conduct includes, but is not limited to: epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; denigrating jokes and display or circulation in the workplace of written or graphic material that denigrates or shows hostility or aversion toward an individual or group (including through e-mail and text messaging).

Definition of Sexual Violence

Sexual Violence refers to physical sexual acts perpetrated against a person's will or where a person is incapable of giving consent (*e.g., due to the person's age or use of drugs or alcohol, or because an intellectual or other disability prevents them from having the capacity to give consent*). A number of different acts fall into the category of sexual violence, including rape, sexual assault, sexual battery, sexual abuse, and sexual coercion. Sexual violence can be carried out by Education Affiliates employees, students, or third parties. All such acts of sexual violence are forms of sex discrimination prohibited by Education Affiliates and Title IX.

Individuals and Conduct Covered

These policies apply to all applicants and employees, and prohibit harassment, discrimination and retaliation whether engaged in by fellow employees, by a supervisor or manager or by someone not directly connected to Education Affiliates (e.g., an outside vendor, consultant or customer).

Conduct prohibited by these policies is unacceptable in the workplace and in any work-related setting outside the workplace, such as during business trips, business meetings and business-related social events.

Retaliation Is Prohibited

Education Affiliates and Title IX prohibit retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action up to and including termination. The Company has created a Title IX/Violence Against Women Act (VAWA) Training to help employees understand these important regulations and know how to appropriately respond to Title IX related incidents. This training is offered through the Virtual Training Academy and must be completed during the first 60 days of employment.

POLICY ON VIOLENCE AGAINST WOMEN ACT (VAWA)

Education Affiliates is committed to maintaining a healthy and safe learning environment that promotes responsibility and respect in matters of sexual conduct. Title IX offenses are a violation of trust and respect, are prohibited and will not be tolerated. This policy applies to academic, educational, co-curricular, and off-campus conduct. Title IX offenses include rape and sexual assault, domestic violence, dating violence and stalking. Education Affiliates will support and assist victims of sexual violence by directing them to community resources for medical care, counseling and to local law enforcement. Education Affiliates will investigate complaints, and an employee who has committed a Title IX offense will be subject to the school's Disciplinary Action Policy which could result in dismissal from employment. Education Affiliates will provide employees with educational materials on sexual violence so that employees can be informed of risks and take steps to ensure they do not become a victim or a perpetrator of a Title IX offense.

TITLE IX POLICY STATEMENT

Education Affiliates Inc. ("Institution") is committed to maintaining a safe and healthy educational and work environment free from discrimination or harassment based on age, race, color, sex, gender, sexual orientation or identity, religion or creed, national or ethnic origin, or disability.

Institution, in accordance with Title IX of the Education Amendments of 1972 and 34 C.F.R. Part 106, does not discriminate on the basis of sex, including in admissions and employment, nor will it permit or tolerate sex discrimination or sexual harassment against a student, employee, or other member of the Institution community.

All students and employees are expected to comply with this Title IX Policy and take appropriate measures to create an atmosphere free of harassment and discrimination. Any inquiries regarding Title IX or Institution's Title IX Policy and Procedures can be directed to the Title IX Coordinator as provided below, the U.S. Assistant Secretary of Education for Civil Rights, or both.

A complete copy of the Title IX policy, including the applicable grievance procedures, is available on the Institution's website.

Title IX Coordinator

Attention: Title IX Coordinator
Penny Hosey
Address: 5026D Campbell Blvd.
Baltimore, Maryland 21236
Telephone: 443-461-1667
E-Mail Address: TitleIXCoordinators@edaff.com

GRIEVANCE PROCEDURES

Reporting a General Grievance

Supervisors and employees should mutually strive to develop and maintain good working relationships. EA encourages open and honest dialogue about work standards and performance. Employees who believe that they have been inappropriately treated or who desire clarification of Company policies and procedures should address their concerns with their immediate supervisor and provide a written summary of their grievances. Individuals who are unable or prefer not to discuss their concerns with their immediate supervisor should contact their Campus President or the Director of Human Resources for assistance. The Campus President, Human Resources representative or the Regional Vice President will meet with the employee to discuss applicable Company policies as well as reasonable solutions to remedy the situation consistent with those policies.

Reporting an Incident of Harassment, Violence, Discrimination or Retaliation

Education Affiliates strongly urges the reporting of all incidents of discrimination, harassment, violence, or retaliation, regardless of the offender's identity or position. Individuals who believe they have experienced conduct that they believe is contrary to Education Affiliates' policy or who have concerns about such matters should file their complaints with their immediate supervisor, any member of the Corporate HR department or the Title IX Coordinator before the conduct becomes severe or pervasive. Individuals should not feel obligated to file their complaints with their immediate supervisor first before bringing the matter to the attention of one of the other Education Affiliates designated representatives identified above.

Early reporting and intervention have proven to be the most effective method of resolving actual or perceived incidents of harassment. Therefore, while no fixed reporting period has been established, Education Affiliates strongly urges the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Education Affiliates will make every effort to stop alleged harassment before it becomes severe or pervasive but can only do so with the cooperation of its employees.

The availability of this complaint procedure does not preclude individuals who believe they are being subjected to harassing conduct from promptly advising the offender that his or her behavior is unwelcome and requesting that it be discontinued.

The Investigation

Any reported allegations of harassment, violence, discrimination or retaliation will be investigated promptly, thoroughly and impartially. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge.

Confidentiality will be maintained throughout the investigatory process to the extent consistent with adequate investigation and appropriate corrective action.

Responsive Action

Misconduct constituting harassment, violence, discrimination or retaliation will be dealt with promptly and appropriately. Responsive action may include, for example, training, referral to counseling, monitoring of the offender and/or disciplinary action such as warning, reprimand, withholding of a promotion or pay increase, reduction of wages, demotion, reassignment, temporary suspension without pay or termination, as Education Affiliates believes appropriate under the circumstances. Written notice to the complainant and alleged perpetrator of the outcome of the complaint will be provided. If the employee making a complaint does not agree with its resolution, the employee may appeal to Corporate Human Resources.

AMERICANS WITH DISABILITIES ACT POLICY STATEMENT

The Company is committed to complying with all applicable provisions of the Americans with Disabilities Act ("ADA"). It is the Company's policy not to discriminate against any qualified employee or applicant with regard to any terms or conditions of employment because of such individual's disability or perceived disability so long as the employee can perform the essential functions of the job. Consistent with this policy of nondiscrimination, the Company will provide reasonable accommodations to a qualified individual with a disability, as defined by the ADA, who has made the Company aware of his or her disability, provided that such accommodation does not constitute an undue hardship on the Company.

Employees with a disability who believe they need a reasonable accommodation to perform the essential functions of their job should contact the Corporate HR department. Education Affiliates encourages individuals with disabilities to come forward and request reasonable accommodation.

Procedure for Requesting an Accommodation

On receipt of an accommodation request, the employee will meet with his/her supervisor and a member of the Corporate HR Department to discuss and identify the precise limitations resulting from the disability and the potential accommodation that Education Affiliates might make to help overcome those limitations.

Education Affiliates will determine the feasibility of the requested accommodation considering various factors, including, but not limited to the nature and cost of the accommodation, the availability of tax credits and deductions, outside funding, Education Affiliates' overall financial resources and organization, and the accommodation's impact on the operation of the Company, including its impact on the ability of other employees to perform their duties and on Education Affiliates' ability to conduct business.

Education Affiliates will inform the employee of its decision on the accommodation request or on how to make the accommodation. If the accommodation request is denied, employees will be advised of their right to appeal the decision by submitting a written statement explaining the reasons for the request. If the request on appeal is denied, that decision is final. The ADA does not require Education Affiliates to make the best possible accommodation, to reallocate essential job functions, or to provide personal use items (i.e., eyeglasses, hearing aids, wheelchairs etc.).

Education Affiliates prohibits bringing a pet (a domestic animal kept for pleasure or companionship) to work or having a pet in any EA-controlled buildings and premises, with the exception of service animals providing reasonable accommodations under the Americans with Disabilities Act (ADA) for a person with a disability. Employees requesting accommodation for a disability that includes a service animal must contact the Human Resources department and complete the ADA paperwork. All service animals must be registered with the Human Resources department. Students requesting accommodation for a disability that includes a service animal must contact the Campus President. Cases will be individually considered by Human Resources to determine approval of the service animal, and whether other reasonable accommodations can be provided to assure equal access to the activity.

An employee or job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should notify the Corporate HR department. All such inquiries or complaints will be treated as confidential to the extent permissible by law.

Reasonable Accommodations for Disabilities Due to Pregnancy – State-Specific Policies

In compliance with Maryland law, if a pregnant employee requests an accommodation for a disability caused or contributed to by the pregnancy, the Company will explore reasonable accommodations, including leave, with the pregnant employee, and it will endeavor to provide a reasonable accommodation unless doing so would impose an undue hardship on the Company.

In compliance with Colorado law, employees and applicants have the right to be free from discriminatory or unfair employment practices because of pregnancy, a health condition related to pregnancy, or the physical

recovery from childbirth. An employer may require an employee or applicant to provide a note stating the necessity of a reasonable accommodation from a licensed health care provider before providing such accommodation. If an applicant or an employee requests an accommodation, the employer and applicant or employee shall engage in a timely, good-faith, and interactive process to determine effective, reasonable accommodations for the applicant or employee for conditions related to pregnancy, physical recovery from childbirth, or a related condition. If you need an accommodation, please contact Human Resources.

CONFLICT OF INTEREST AND OUTSIDE EMPLOYMENT STATEMENT

Employees are prohibited from holding any financial interest in any outside business that sells products or services that compete with the Company or with whom the Company does business. This includes accepting gifts, money or services from an outside business. Similarly, employees should refrain from any activity or from having any financial interest that is inconsistent with the Company's best interests, including specifically, activities, investments or associations that compete with the Company, interferes with one's judgment concerning the Company's best interests, or exploits one's position with the Company for personal gain.

Outside Employment

Employees are not prohibited from having outside employment. If any outside employment results in the following, prior permission is required: prevents the employee from fully performing work for which he or she is employed at the Company, including overtime assignments; involve organizations that are doing or seek to do business with the Company, including actual or potential vendors or customers; or violates provisions of law or the Company's policies or rules.

From time to time, Company employees may be required to work beyond their normally scheduled hours. Employees must perform this work when requested. In cases of conflict with any outside activity, the employee's obligations to the Company must be given priority. Employees are hired and continue in Education Affiliates' employ with the understanding that Education Affiliates is their primary employer and that other employment or commercial involvement which is in conflict with the business interests of Education Affiliates is strictly prohibited. There are cases regarding part-time employees to which this does not apply.

Financial Interest in Other Business

An employee and his or her immediate family may not own or hold any significant interest in a supplier, customer or competitor of the Company without permission from Corporate Human Resources, except where such ownership or interest consists of securities in a publicly owned company and whose securities are regularly traded on the open market.

Acceptance of Gifts

No employee may solicit or accept gifts of significant value (i.e., in excess of \$25.00), lavish entertainment or other benefits from potential and actual customers, suppliers or competitors. Special care must be taken to avoid even the impression of a conflict of interest. An employee may entertain potential or actual customers if such entertainment is consistent with accepted business practices, does not violate any law or generally accepted ethical standards and the public disclosure of facts will not embarrass the Company. Any questions regarding this policy should be addressed to the Corporate HR department.

Work Product Ownership

All Education Affiliates employees must be aware that Education Affiliates retains legal ownership of the product of their work. No work product created while employed by Education Affiliates can be claimed, construed, or presented as property of the individual, even after employment by Education Affiliates has been terminated or the relevant project completed. This includes written and electronic documents, audio and video recordings, system codes, and also any concepts, ideas, or other intellectual property developed

for Education Affiliates, regardless of whether the intellectual property is actually used by Education Affiliates. Although it is acceptable for an employee to display and/or discuss a portion or the whole of certain work product as an example in certain situations (e.g., on a resume, in a freelancer's meeting with a prospective client), one must bear in mind that information classified as confidential must remain so even after the end of employment, and that supplying certain other entities with certain types of information may constitute a conflict of interest. In any event, it must always be made clear that work product is the sole and exclusive property of Education Affiliates. Freelancers and temporary employees must be particularly careful in the course of any work they discuss doing, or actually do, for a competitor of Education Affiliates.

Reporting Potential Conflicts

An employee must promptly disclose actual or potential conflicts of interest, in writing, to his or her supervisor. Approval will not be given unless the relationship will not interfere with the employee's duties or will not damage the Company's relationship.

CONFIDENTIAL NATURE OF WORK

Employees are prohibited from making any unauthorized disclosure of business secrets or other confidential information. The misuse or unauthorized disclosure of confidential information not otherwise available to persons or firms outside of our Company is cause for disciplinary action, including termination. Do not disclose confidential financial data or other non-public proprietary Company information regarding our business, vendors, or customers.

NON-SOLICITATION POLICY

As a condition of employment with Education Affiliates, employees agree that they will not solicit any employees or officers to leave EA Institutions to accept employment with the employee or with any other employer or solicit or encourage customers to cease doing business with EA Institutions and/or to transfer any or all of their business relationships to any institution or competitor. This policy will remain in effect during the term of each employee's employment with EA and for a period of one (1) year following termination of his or her employment with EA. Employees will receive and sign an agreement to this effect during the hiring process.

NON-COMPETE AGREEMENTS

Due to the nature of a specific job, certain Education Affiliates employees may be subject to a non-compete agreement. Employees to whom this policy applies will receive and sign the non-compete agreement during the hiring process. Compliance with the non-compete agreement is a condition of employment for those to whom it applies.

IMPORTANT INFORMATION - READ CAREFULLY

This handbook is the property of the Company. No part of this handbook may be reproduced or transmitted in any form or by any means, for any business/commercial venture without our express written permission. The information contained in this handbook is strictly limited to use by the Company and its employees. The disclosure of this handbook to any competitor is strictly prohibited.

This handbook, which replaces all previously issued handbooks and policy statements, is provided only as a matter of reference and is not an employment contract.

The employment relationship is "at-will employment" which means regardless of anything contained in the handbook and regardless of any custom or practice, the Company makes no promises and remains free to

change policies, benefits, and all other working conditions without having to consult anyone or obtain anyone's agreement. Just as any employee has the right to terminate his employment for any reason, the Company retains the absolute power to terminate anyone at any time, with or without cause, and without prior notice.

The at-will relationship can only be changed by a written document that 1) is signed by both the President of Education Affiliates and the employee, 2) specifically identifies the employee, 3) expressly states that the employee is not employed at-will, and 4) sets forth a specific duration of employment. No person other than the President of Education Affiliates has the authority to adopt new policies or to change or eliminate existing ones, in writing, and no other person has the authority to make any commitment which modifies or contradicts any provision contained in this handbook.



Appendices

Appendix A: State Penalties & Sanctions for Drug/Alcohol Abuse

Alabama

The state of Alabama has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Alabama Code - Title 13A – Chapter 12-Article 5.

Arizona

The state of Arizona has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Arizona Revised Statutes - Title 13 – Criminal Code -Chapter 34.

Colorado

The state of Colorado has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Note that while Colorado has decriminalized small quantities of Cannabis, the use of Cannabis remains a federally restricted activity in all instances; users face the possibility of Federal penalties. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Colorado Revised Statutes, Title 18, Article 18 -19.

Florida

The state of Florida has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Florida Code, Title XLVI, Chapter 893.

Georgia

The state of Georgia has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Official Code of Georgia, Title 16, Chapter 13, Article 5.

Indiana

The state of Indiana has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Indiana Code , Title 35, Article 48.

Louisiana

The state of Louisiana has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging

from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Louisiana Revised Statutes 40:966 – 1022.

Maryland

The state of Maryland has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Maryland Criminal Law Code Title 5.

New Jersey

The state of New Jersey has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the New Jersey Revised Statutes, Title 2C Section 35.

New York

The state of New York has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the New York State Laws, Article 33.

Ohio

The state of Ohio has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Ohio Revised Code, Title 29 XXIX Crimes – Procedure, Chapter 2925.

Pennsylvania

The state of Pennsylvania has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Pennsylvania Health and Safety Code, Title 35, Section 780-113.

South Carolina

The state of South Carolina has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the South Carolina Code of Laws: Title 44, Chapter 53.

Tennessee

The state of Tennessee has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Tennessee Code of Laws: 39-17-401.

Texas

The state of Texas has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Note that in Texas, any drug conviction can result in the removal of driving privileges. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Texas Administrative Code, Title 37, Part 1, Chapter 13.

Utah

The state of Utah has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Utah Code, Title 58, Chapter 37.

Virginia

The state of Virginia has a broad range of penalties for the use and distribution of controlled substances. These penalties range from fines to imprisonment and seizure of property. Crimes pertaining to the use and/or distribution of controlled substances can be prosecuted along a varying scale of seriousness, ranging from misdemeanor to felony. Full details on all crimes relating to Controlled Substances, their use and distribution can be found in the Code of Virginia, Title 54.1, Chapter 34.

Appendix B: Campus Security Report URLs

<i>Campus - Location</i>	<i>Exact URL to Campus Security Report</i>
All-State Career - Baltimore, MD	http://www.allstatecareeredu.info/Portals/0/ComplianceFiles/Annual_Security_Report_ASC_Baltimore.pdf
All-State Career - Essington, PA	http://www.allstatecareeredu.info/Portals/0/ComplianceFiles/Annual_Security_Report_ASC_Essington.pdf
All-State Career - Lester, PA	http://www.allstatecareeredu.info/Portals/0/ComplianceFiles/Annual_Security_Report_ASC_Lester.pdf
All-State Career - Pittsburgh, PA	http://www.allstatecareeredu.info/Portals/0/ComplianceFiles/Annual_Security_Report_ASC_Pittsburgh.pdf
Denver College of Nursing - Denver, CO	https://www.denvercollegeofnursing.edu/Portals/0/ComplianceFiles/Annual_Security_Report_Denver.pdf
Fortis College - Baton Rouge, LA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Baton Rouge.pdf
Fortis College - Centerville, OH	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Centerville.pdf
Fortis College - Cincinnati, OH	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Cincinnati.pdf
Fortis College - Columbia, SC	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Columbia.pdf
Fortis College - Columbus, OH	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Columbus.pdf
Fortis College - Cutler Bay, FL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Cutler Bay.pdf
Fortis College - Cuyahoga Falls, OH	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Cuyahoga-Akron Combined.pdf
Fortis College - Dothan, AL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Dothan.pdf
Fortis College - Foley, AL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Foley.pdf
Fortis College - Houston, TX	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Houston South.pdf
Fortis College - Indianapolis, IN	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Indianapolis.pdf
Fortis College - Landover, MD	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Landover.pdf
Fortis College - Mobile, AL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Mobile.pdf
Fortis College - Montgomery, AL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Montgomery.pdf
Fortis College - Montgomery, AL (Nursing Campus)	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Montgomery Nursing.pdf
Fortis College - Norfolk, VA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Norfolk.pdf
Fortis College - Orange Park, FL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Orange Park.pdf
Fortis College - Richmond, VA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Richmond.pdf
Fortis College - Salt Lake City, UT	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Salt Lake City.pdf
Fortis College - Smyrna, GA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Smyrna.pdf
Fortis Institute - Birmingham, AL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Birmingham.pdf
Fortis Institute - Cookeville, TN	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Cookeville.pdf

Fortis Institute - Forty Fort, PA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Forty Fort.pdf
Fortis Institute - Houston, TX	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Houston North.pdf
Fortis Institute - Lawrenceville, NJ	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Lawrenceville.pdf
Fortis Institute - Nashville, TN	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Nashville.pdf
Fortis Institute - Pensacola, FL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Pensacola.pdf
Fortis Institute - Port Saint Lucie, FL	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Port St Lucie.pdf
Fortis Institute - Scranton, PA	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Scranton.pdf
Fortis Institute - Towson, MD	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Towson.pdf
Fortis Institute - Wayne, NJ	http://www.fortis.edu/Portals/0/ComplianceFiles/Campus Crime Report - Fortis - Wayne.pdf
St. Paul's School of Nursing - Queens, NY	http://www.stpaulsnursingedu.info/Portals/0/ComplianceFiles/Annual_Security_Report_Queens.pdf
St. Paul's School of Nursing - Staten Island, NY	http://www.stpaulsnursingedu.info/Portals/0/ComplianceFiles/Annual_Security_Report_Staten_Island.pdf