



EMPLOYEE HANDBOOK  
**Explore Academy, LLC**



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## INJURY & ILLNESS PREVENTION PROGRAM / EMPLOYEE SAFETY MANUAL



## Explore Academy Welcome

Explore Academy is built to provide secure, reliable childcare for Gallatin Valley families. When you are looking for an individualized, professional, Explore Academy will keep your children engaged and ask to come back.

## Mission Statement

Unlocking each child's genius through kindness, community, and delight.

## Brand Values: Education, Community, Kindness & Delight

**Education** is instilled in our centers from the curated classrooms that encourage imaginative play, to our skilled teachers who instill a love of learning in each of our students. Explore Academy is much more than a typical school. We provide tailored learning experiences in academics, social/emotional development and physical education.

**Community** is a critical piece of our day at Explore Academy. We strive to make families feel welcome and unite children from different classrooms through acts of love service towards one another.

**Kindness** is a trait that children come across naturally. We lift them up by honoring and celebrating those moments of kindness. Our school guides are sure to always model kindness with all interactions.

**Delight** is the fuel that makes our school special. We strike a balance between play and work. If each child delights in their experience here at Explore and leaves us with a desire to attend school with excitement and joy, we have done our job.

## Employee Handbook

The purpose of this Employee Handbook is to provide you with a summary of the rules, regulations and available benefits pertaining to your work assignments and work activity as an employee of Explore Academy. Please read the contents carefully. This Employee Handbook supersedes any and all previous documents pertaining to rules and regulations at Explore Academy. During the course of your employment, you will want to refer back to it when you have a question.

This Employee Handbook is further intended to help you feel comfortable in your job and assist you in finding satisfaction in your job performance. Should you have any problem or concern relating to any action or situation affecting your work assignments or work conditions, please feel free to communicate your concerns. The Problem Resolution Procedure presented in this Employee Handbook is for the expressed purpose of helping you find a satisfactory resolution to any and all problems.

The specific rules, regulations and available benefits pertaining to your work assignments and work activity at Explore Academy are summarized in the Employee Handbook. Your compensation and duties will be governed by your assigned job position and/or job description.

We hope you find your work satisfying and rewarding. We look forward to a successful business relationship.

## Right to Revise

This Employee Handbook contains the employment policies and practices of Explore Academy in effect at the time of publication. All previously issued Employee Handbooks and any inconsistent policy statements or memoranda are superseded.

Explore Academy reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this Employee Handbook or in any other document.

Any written changes to this Employee Handbook will be distributed to all employees so that the employees will be aware of the new policies or procedures. No oral statements or representations can in any way alter the provisions of this Employee Handbook.

This Employee Handbook sets forth the entire agreement between you and Explore Academy for the duration of employment and the circumstances under which employment may be terminated. Nothing in this Employee Handbook or in any other personnel document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee.

## **Employment Eligibility/Immigration Reform and Control Act**

The law requires employees to present documentation that establishes identity and employment eligibility. The Form I-9 was developed for verifying that persons are eligible to work in the United States. Explore Academy will furnish you with a copy of the Form I-9. Read it carefully and fully complete Section 1 of the form at the time of hire – when you begin to work. Explore Academy must review your document(s) and fully complete Section 2 of the form within 3 business days of your hire. If you are unable to present the required document(s) within 3 business days of the date employment begins, you must present a receipt for the application for the document(s) within 3 business days. You must present the actual document within 90 days of the date employment begins or your employment will be terminated.

## **Probationary Employment Period**

When Explore Academy hires a new employee, the first one hundred eighty (180) days of employment is a period called the Probationary Employment Period. During this time, you are able to learn about your job and your new surroundings.

During the first one hundred eighty (180) day period, your job performance, attendance, attitude and overall interest in your job will be observed by your supervisor. During this period, you may not be eligible for most benefits. Throughout the Probationary Employment Period, Explore Academy will be assessing your selection as an employee. Employees who fail to demonstrate the commitment, performance and attitude expected by Explore Academy may be terminated at any time during the Probationary Employment Period. The Probationary Employment Period may be extended up to an additional six months.

As a result of any excused absence(s) during your Probationary Period, or for other reasons identified by management, Explore Academy may choose to extend your Probationary Period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your Probationary Period is extended, you will be notified.

## **Equal Employment Opportunity (EEO)**

Equal Employment Opportunity has been, and will continue to be, a fundamental principle at Explore Academy, where employment is based upon personal capabilities and qualifications without discrimination based on age, race, color, creed, national origin, ancestry, religion, (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, or related conditions), gender, gender identity, gender expression, sexual orientation, marital status, genetic information, disability (mental and physical, including HIV and AIDS), military and veteran status, denial of pregnancy disability leave or reasonable accommodation, 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.

## **Non-Discrimination in Employment**

Explore Academy complies with federal and state laws regarding non-discrimination in employment. Applicants for employment are considered for employment and employees shall hold their employment without discrimination because of their age, race, color, creed, national origin, ancestry, religion, (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, or related conditions), gender,

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gender identity, gender expression, sexual orientation, marital status, genetic information, disability (mental and physical, including HIV and AIDS), military and veteran status, denial of pregnancy disability leave or reasonable accommodation, or any other protected characteristic as established by law, except when reasonable business demands so require and law requires such distinction. In no event shall the hiring of any employee be considered as creating a contractual agreement or specified time period of employment.

Explore Academy is committed to compliance with all applicable laws providing equal employment opportunities. This commitment applies to all persons involved in the operation of Explore Academy and prohibits unlawful discrimination by any employee of Explore Academy including supervisors and co-workers.

## **Harassment / Sexual Harassment**

Explore Academy is committed to providing a work environment free of harassment. Committing of or involvement in any act of unlawful harassment of another individual will not be tolerated. All forms of harassment including any degrading work assignment(s), word(s), or action(s) toward an individual or an individual's age, race, color, creed, national origin, ancestry, religion, (including religious dress and grooming practices), sex (including pregnancy, childbirth, breastfeeding, or related conditions), gender, gender identity, gender expression, sexual orientation, marital status, genetic information, disability (mental and physical, including HIV and AIDS), military and veteran status, denial of pregnancy disability leave or reasonable accommodation, or any other protected characteristic as established by law.

It is specifically emphasized that sexual harassment in any form is expressly prohibited. Conduct of any kind that is perceived to be sexual harassment by a supervisor or employee will not be tolerated. Sexual harassment conduct includes, but is not limited to: explicitly or implicitly subjecting an employee to sexual advances as a condition of the employee's employment, evaluation, salary, advancement, assigned duties, shifts, or any other condition of employment; sexual flirtations, touching, advances, or proposition; the development of a perceived flirtatious personal relationship between two employees where one employee is in a position to assign or review the work of the other; verbal abuse of a sexual nature; graphic or suggestive comments about an individual's dress or body; sexually degrading words to describe an individual; the display in the work place of sexually suggestive objects or pictures, including nude photographs; and/or any unwelcome conduct which unreasonably interferes with the employee's job performance or creates a hostile or offensive work environment. Any employee who engages in the conduct of harassment will be subject to discipline and/or termination.

Prohibited unlawful harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss, and offers of employment benefits in return for sexual favors; and
- Retaliation for reporting or threatening to report harassment.

### **Abusive Conduct/Bullying**

Employers shall institute measures to prevent or stop abusive conduct/bullying in the workplace. These measures will include employer and employee training as required by law.

“Abusive conduct” or “bullying” means conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests. Abusive conduct may include repeated infliction of verbal abuse, such as the use of derogatory remarks, insults, and epithets, verbal or physical conduct that a reasonable person would find threatening, intimidating, or humiliating, or the gratuitous sabotage or undermining of a person's work performance. A single act shall not constitute abusive conduct, unless especially severe and egregious.

## **Reporting an Act of Harassment**

Explore Academy has a zero tolerance policy regarding any discriminatory, harassing, or retaliatory conduct in the workplace. Pursuant to that policy, we have subscribed to a telephone reporting/complaint service called the Harassment Hotline so that our employees can readily report such acts, including theft and safety matters without fear of retaliation, job loss, or embarrassment.

Sexual harassment, discrimination, retaliation and other inappropriate behavior cannot and will not be tolerated under any circumstances. The only way we can stop such behavior in the workplace is bring it out in the open by communication and total employee/employer commitment.

You are requested and strongly urged to report immediately to your supervisor any act of harassment. Supervisors are required to report all complaints of harassment to Explore Academy's management team. All complaints of harassment will be treated seriously and employee confidentiality will be respected. Employee confidentiality will be respected and maintained to the extent possible.

Explore Academy prohibits 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 or termination of employment.

Remember that Explore Academy's management cannot correct any situation that is of concern to you unless it knows about it. In this regard, your cooperation is needed and appreciated.

You also should be aware that the Federal Equal Employment Opportunity Commission and various state agencies investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency.

## **The Americans with Disabilities Act (ADA)**

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAAA) are federal laws that prohibit employers from discriminating against applicants and individuals with disabilities. These acts require employers to reasonably accommodate individuals with disabilities who are qualified for a job, with or without reasonable accommodations, so they may perform the essential job duties of the position. An individual who can be reasonably accommodated for a job, without undue hardship, will be given the same consideration for that position as any other applicant.

It is the policy of the company to comply with all Federal and state laws concerning the employment of persons with disabilities.

It is Explore Academy policy not to discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions and privileges of employment.

All employees are required to comply with safety standards. Applicants who pose a direct threat to the health or safety of other individuals in the workplace, which cannot be eliminated by reasonable accommodation, will not be hired. Current employees who pose a direct threat of safety of the other individuals in the workplace will be placed on appropriate leave until an organizational decision has been made in regard to the employee's immediate employment situation.

## **Family and Medical Leave Act (FMLA)**

The Family and Medical Leave Act (FMLA) provides **eligible** employees, who are employed in a business with 50 or more employees within a 75 mile radius, with up to 12 work weeks of unpaid leave for certain family and medical reasons during a 12-month period. An eligible employee may also qualify for FMLA military caregiver

leave during a single 12-month period. FMLA leave already taken for other circumstances will be deducted from the military caregiver leave.

Explore Academy has chosen the 12-month period measured forward from the date an employee's first FMLA leave begins as the method for determining the period of FMLA protection. During this leave an eligible employee is entitled to continued group health plan coverage as if the employee had continued to work. At the conclusion of the leave, subject to some exceptions, an employee generally has a right to return to the same or to an equivalent position.

An employee should request FMLA leave by completing the Employee's Request for Leave form supplied by your supervisor or Explore Academy.

FMLA leave or return to work may be delayed or denied if the appropriate documentation is not provided in a timely manner. Also, a failure to provide requested documentation of the reason for an absence from work may lead to termination of employment.

Family leave is governed by Federal law and certain State laws and may require 30-day advance notice.

Please consult Explore Academy for a more detailed description of the FMLA and the acceptable qualifying events.

## **Problem Resolution**

Explore Academy is interested in your ideas and suggestions, as well as your questions, concerns, problems, or grievances. You should feel free to communicate your ideas, suggestions, concerns, problems, or grievances to management.

If you have a grievance, you must follow the problem resolution procedure contained in this employee handbook. This procedure is your exclusive remedy for any dispute resolution. You will not be retaliated against for use of the procedure.

### **Problem Resolution Procedure**

If you feel you have a problem or grievance, you must use the following procedure within seven (7) days of the occurrence. Indicate to your immediate supervisor that you are initiating the problem resolution procedure.

This procedure will be concluded within ninety (90) days of the initial report of problem or grievance.

The problem resolution procedure will use calendar days for monitoring the time line, failure to respond within the outlined time line by either party will terminate the process. The procedure must always begin with the first step and continue until resolution is resolved. Skipping steps is not permissible.

- Step One:** Immediately bring the problem or grievance to the attention of your immediate supervisor and attempt to resolve it informally. Provide your supervisor with facts, dates, times, number of occurrences, anything that can assist with a reasonable solution.
- Step Two:** If you are unable to resolve your problem or grievance informally, present it in writing to your immediate supervisor within ten (10) days of the occurrence. Include in your written response factual information that can be used to resolve the matter. Include dates, times, locations and any other important details. Additionally, include any suggestions for resolution to the problem or grievance. Your supervisor will respond in writing within ten (10) days of receipt of your response.
- Step Three:** If your problem or grievance is still not resolved to your satisfaction with the conclusion of step two, present it in writing to the Owner or any member of management other than your immediate supervisor within fifteen (15) days. The owner or other member of management will then have fifteen (15) days to review and respond to the matter with a written conclusion.
- Step Four:** If your problem or grievance is still not resolved to your satisfaction with the conclusion of step three, within fifteen (15) days, present in writing to the Director of Human Resources your request for a review panel hearing. This panel will consist of five individuals; yourself and a

current employee of the business, of your choosing, Explore Academy, or their designee, and two agreed upon business designees. The business designees may include additional employees, supervisors or members of management. A designee cannot be an individual involved in previous steps of this procedure.

This panel will convene within fifteen (15) days of your request to hear the facts of the grievance or problem. The panel will hear facts, consider supporting documentation and issue a final written conclusion to the procedure.

## **Employment**

### **Employee Classification**

Employees will be classified as full-time or part-time. Employees may be eligible for benefits as defined by the Terms and Conditions of the individual Plan.

#### **Full-Time Employees**

Regular full-time employees are those who are scheduled for and work more than 36 hours per week. Please see your supervisor for more detailed information related to the definition of full time work. Employees may be eligible for benefits as defined by the Terms and Conditions of the individual Plan.

#### **Part-Time Employees**

Part-time employees are those who are scheduled for and do work fewer than full time per week, but at least 10 hours. Employees may be eligible for benefits as defined by the Terms and Conditions of the individual Plan.

#### **Temporary Employees**

A temporary employee is one who is employed full-time or part-time for a specific job assignment with limited duration or during certain periods of time depending upon the demand of work. A temporary employee is not eligible for benefits.

### **Exempt Employees**

An exempt employee is an executive, administrative, professional or certain commissioned employee who is exempt from minimum wage or overtime requirements as determined by Federal and State Wage and Hour Laws.

### **Non-Exempt Employees**

Non-Exempt employees receive overtime pay in accordance with Federal and State Wage and Hour Laws.

### **Hours of Work**

The normal workday hours and work week may vary from employee to employee. Work periods may vary from assignment to assignment and may require overtime. Each non-exempt employee is required to know their work schedule and be in attendance as assigned. Exempt employees are expected to meet the requirements of their job, which may necessitate varied hours of work.

### **Work Schedules**

Your supervisor will assign your individual work schedule. Failure to observe work schedules, including any assigned rest and lunch periods is not permitted. All employees are expected to be in their classroom at the start of their scheduled shifts, ready to work. Any personal care should be done prior to the workshift. Employees are expected to work all of their scheduled hours, leaving work for any reason during normal working hours without permission may be considered job abandonment.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work-schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations or results in excessive overtime.

## **Tardiness**

Reporting to work on time is required. "On-time" is defined as being properly dressed, being at your assigned work station and being prepared to begin work at the start of the scheduled work period. Anytime you are absent or late it impacts Explore Academy's operation and places an additional burden on your co-workers.

Employees are expected to report to work as scheduled, on time and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal periods or when they are required to leave on company business. Sleeping or malingering on the job is not permissible. Late arrival, early departure or other absences from scheduled hours are disruptive and must be avoided.

## **Attendance / Absenteeism**

Regular attendance is required. If you are unable to report for work on any particular day, you must personally contact your supervisor two hours prior to your scheduled shift. In all cases of absences or tardiness, employees must provide their supervisor with an honest reason or explanation. Employees must also inform their supervisor of the expected duration of any late arrival and/or absence. Failure to notify a supervisor when unable to report to work may result in disciplinary action up to and including termination.

If you are going to be absent for more than one day and are not on an approved leave of absence, you are required to contact your immediate supervisor each day prior to the start of your shift to inform him/her of your status. Additionally, if you are absent due to illness your supervisor may request that you provide a physician's statement verifying your illness. Failure to provide a physician's certificate when requested or required to do so, excessive absenteeism (excused or not) and/or irregular attendance may be grounds for discipline up to and including termination of employment. Each situation of excessive absenteeism or tardiness shall be evaluated on a case-by-case basis. However, even one unexcused absence may be considered excessive, depending on the circumstance.

Voluntary termination results when an employee voluntarily resigns his or her employment, or fails to report to work without notice to, or approval by, his or her supervisor. All Explore Academy owned property, including vehicles, keys, uniforms, identification badges, and credit cards, must be returned immediately upon termination of employment.

## **Job Duties**

You will be trained on your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of Explore Academy. Your cooperation and assistance in performing such additional work is expected. Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management or the use of abusive or threatening language toward a supervisor or member of management will not be tolerated.

Explore Academy reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## **Reductions in Force**

Under some circumstances, Explore Academy may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, Explore Academy will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff

will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite.

In determining which employees will be subject to layoff, Explore Academy will take into account, among other things, operation and requirements, the skill, productivity, ability, and past performance of those involved, and also, when feasible, the employee's length of service.

## **Discipline / Termination**

Violation of Explore Academy policies and rules can warrant disciplinary action. When deemed necessary, Explore Academy may utilize corrective action to improve employee performance and/or behavior. These actions may include verbal warnings, written warnings, suspension or termination. Explore Academy may, in its sole discretion, utilize whatever form of corrective action it deems appropriate under the circumstances.

## **Personal Information**

For accurate administration of your wages and benefits, and for compliance with Federal and State regulations, it is necessary that current and accurate personnel records be maintained. This information is also necessary in the event you must be reached for an emergency or available work. If there are changes, or if you observe any errors in your personnel records, please notify your supervisor immediately. Please report any of the following changes as they occur:

- Name
- Address
- Telephone number
- Marital status
- Number of dependents
- Education (courses completed and other training or skills required)
- Selective service status
- Emergency contact person(s)

## **Personnel Records**

You have a right to inspect certain documents in your personnel file, as provided by law, in the presence of an authorized Explore Academy representative at a mutually convenient time. No copies of documents in your file may be made, with the exception of documents that you have previously signed.

Explore Academy will restrict disclosure of your personnel file to authorized individuals within Explore Academy. Any request for information contained in personnel files must be directed to the supervisor at your primary Explore Academy location. Disclosure of personal information to outside sources will be limited. However, Explore Academy will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required. Falsification of any employment records, personnel information, or employment information is cause for termination.

## **Employee References**

All requests for references should be directed to the owner of Explore Academy. By policy, Explore Academy discloses only the dates of employment and the last position held. If you authorize the disclosure in writing, Explore Academy also will inform prospective employers of the amount of salary or wage you last earned.

Explore Academy reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## **Employment of Relatives and Personal Relationships**

Explore Academy wants to ensure that corporate practices do not create situations such as conflict of interest or favoritism. This extends to practices that involve employee hiring, promotions and transfers. Close relatives, partners, those in a dating relationship or members of the same household may not be permitted to be in positions that have a reporting responsibility to each other. Close relatives are defined as husband, wife, domestic partner, father, mother, father-in-law, mother-in-law, grandfather, grandmother, son, son-in-law, daughter, daughter-in-law, uncle, aunt, nephew, niece, brother, sister, brother-in-law, sister-in-law, step relatives, cousins and domestic partner relatives.

If employees begin a dating relationship or become relatives, partners or members of the same household and if one party is in a supervisory position, that person is required to inform management and Human Resources of the relationship. Employees who become immediate family members or establish a romantic relationship may continue employment as long as it does not have the potential for creating an adverse impact on work performance or create either an actual conflict of interest or the appearance of a conflict of interest.

If the potential for creating an adverse impact on work performance or creating either an actual conflict of interest or the appearance of a conflict of interest does occur, attempts will be made to find a suitable position within Explore Academy to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, the employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide at its sole discretion which employee will remain in their current position.

Explore Academy reserves the right to apply this policy to situations where there is a conflict or the potential for conflict because of the relationship between employees, even if there is no direct-reporting relationship or authority involved.

## **Standards of Conduct**

### **Honesty / Ethics**

All employees are expected to contribute to the success of Explore Academy by performing their jobs as required and conducting themselves in a professional manner consistent with the company's business philosophy, values and standards of business conduct.

Regardless of whether or not it is job related, employee honesty and integrity are essential to ethical business practices. Employees are required to prepare all reports, including expense reports and time cards accurately and truthfully. Clocking in/out or modification of timecards other than your own is strictly prohibited.

Except for special circumstances, employees are prohibited from remaining on company premises or making use of company facilities while not on duty.

Misuse of Explore Academy's property, time, materials, or facilities during work time or while not on duty, including the company's equipment, company records, customer lists, supplies, e-mail, intranet, and computer and voicemail systems, for your personal convenience, profit or non-profit organizations, can constitute unethical conduct. These tools and resources are intended to assist employees in conducting legitimate company business, and any other use of such property is discouraged. It is also prohibited for you to take advantage in this manner of outside individuals or organizations doing business, or seeking business, with your employer unless you have written permission from Explore Academy.

Unacceptable conduct that is considered detrimental to the company's best interests, such as fraud or a breach of trust, may result in immediate disciplinary action, up to and including termination of employment.

### **Conflict of Interest and Outside Employment**

Due to the nature of the business and the professional liability that may accrue, you must give your primary attention to your assigned job position. You may not be permitted to work, own or acquire, directly or indirectly,

a substantial beneficial interest in any concern you have reason to believe may supply goods or services to, or purchases from, or compete at any other job or in any other business during your employment if there are business dealings that appear to create a conflict between the interests of an employer and an employee it will be deemed unacceptable.

Employees who wish to engage in additional employment that may create a real or apparent conflict of interest must submit a written request to Explore Academy explaining the details of the additional employment. If the additional employment is authorized, Explore Academy assumes no responsibility for it. Explore Academy shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of additional employment. Authorization to engage in additional employment can be revoked at any time.

## **Proprietary and Other Confidential Information**

You may have access to records and/or other information about your employer, other employees and/or customers. Employees may not be permitted to discuss or otherwise divulge any information concerning the business affairs of any customer of the company, or private information regarding co-workers. Any action or expression by an employee considered objectionable by customers, prospective customers, co-workers or your supervisor may be cause for disciplinary action including termination.

Unless duly authorized, you may not provide information to any outside organization or individual about operation procedures, trade secrets, intellectual property, bids, specifications, financial data or transactions, product features, process details or other matters (including computer-generated information of any nature), where such disclosure involves confidential or proprietary information or might otherwise be contrary to the best interests of Explore Academy and/or other employees. Any such disclosure will result in disciplinary action up to and including termination.

Anything your employer does to design, produce and market its products that competitors cannot or do not do is treated as proprietary information, often called trade secrets. Any information that would damage the business of the company, if it became public knowledge or was disclosed to a competitor, is considered a trade secret. This includes, but is not limited to, information on production, service, sales, or financial matters.

You are not to discuss proprietary information with any person from outside your company or with other employees in any public place where it is possible to be overheard. Should you leave, your employer for any reason, the obligation not to disclose proprietary information will continue.

Explore Academy may require certain employees to sign a Non-Disclosure Agreement or other similar documents as a condition of employment. Your supervisor will advise which employees are required to sign any Agreement or document. Refusal to sign may result in termination of employment.

## **Customer Relations**

To preserve and foster the public's trust and confidence in Explore Academy, it is imperative that all employees act with complete honesty and fairness. Employees are expected to be knowledgeable about their job and applicable laws and regulations pertaining to their job. Whenever you have a question relating to applicable laws or regulations, you should seek out appropriate advice before acting.

In dealing with the public, employees are expected to exercise good judgment and common sense. Commitments to others should be made only if such commitments can realistically be met. In this regard, the products and services of Explore Academy should be presented accurately and fairly.

You should always be mindful of the position of your employer in the community. Good reputation and success requires continuing adherence to high standards.

- All employees are required to refrain from using abusive language, slang, profanity and/or offensive remarks concerning age, sex, race, religion, marital status, disability, national origin and sexual orientation.
- Each employee reflects the image of the employer and is required to wear suitable attire. Wearing disturbing, unprofessional or inappropriate styles of dress or hair while working is not permitted.



- All employees must maintain personal grooming habits that reflect a presentable image for themselves and Explore Academy.
- All employees are required to refrain from fighting, threats of violence or physical assault (whether serious or playful) on or with a customer or co-worker. Participating in horseplay or practical jokes, causing, creating, or participating in a disruption of any kind on company time or on company property is prohibited. Violation of any safety, health, security or Explore Academy policy, rule, or procedure is cause for disciplinary action up to and including termination.

If you should become aware of actual or potential problems in any area of the business of Explore Academy, you are expected to inform your supervisor immediately. If you are aware of improvements to policies, procedures, products and/or possible business opportunities that will contribute to customer satisfaction and enhance Explore Academy, you are urged to bring those improvements to the attention of your supervisor.

## **Code of Conduct**

You should always be mindful of the position of your employer in the community. A good reputation and success requires continuing adherence to high standards.

Employees are expected to behave in a certain manner while at work and the list below, although not intended as an exhaustive list of every circumstance possible, should act as examples of prohibited standards of conduct.

- Insubordination or other disrespectful demeanor towards individuals in a supervisory role.
- Gross misconduct
- Harassment of any kind
- Bullying or violence, including physical or verbally threatening actions.
- Theft or unauthorized use of company property or equipment
- Falsifying employment or work records, including applications or time cards
- Solicitation for companies in direct or indirect competition of Explore Academy, at work, online or in any other manner which would not be beneficial to the interests of Explore Academy
- Excessive tardiness or absenteeism
- Sleeping on the job
- Unsatisfactory job performance
- Discourtesy, rudeness or other inappropriate language to management, other employees and/or customers and clients

Violations of this policy may result in disciplinary action, up to, and including termination and/or legal charges in the case of theft of money, property, or information.

## **Personal Appearance**

It is important for all employees to project a professional image while at work by being appropriately dressed. Explore Academy employees are expected to be clean, neat and well-groomed while on the job. Clothing must be consistent with the standards for a childcare environment and must be appropriate to the type of work being performed. An employee who is improperly dressed will be counseled or in severe cases may be sent home to change clothes. Continued disregard of this policy may be cause for disciplinary action.’

- All employees must wear their uniform t-shirt that must be neat and clean.
- Employees may wear appropriate pants or shorts with their t-shirt.
- Appropriate pants must not have any tears, rips, or holes, and must be completely opaque.
- Shorts must be longer than fingertips when standing with hands straight at one’s sides.
- An employee who may require more than the standard issue of uniform t-shirt may purchase more at their own expense.

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- Employees should follow strict hygiene, including bathing and brushing teeth regularly.
- Please note that scents of any kind, such as perfumes, fragrances or cigarette smoke, should be avoided as they may be offensive to some.

## Workplace Safety

Employee safety is a primary concern of Explore Academy. As a condition of employment all employees are expected to work safely at all times and to follow all OSHA rules and the guidelines. Any violation of the safety rules and/or general safe working practices, as set forth in the safety manual, is grounds for disciplinary action up to and including termination of employment.

These rules include but are not limited to:

- Report all unsafe conditions on the job to your supervisor.
- Damaged or unsafe equipment should not be used, and must be reported to your supervisor.
- All wet or slippery floor conditions in the buildings in use by the public or employees must be posted with appropriate signs. Spills should be cleaned up immediately.
- Never mix cleaning chemicals except as directed by the label, or your supervisor.
- All chemicals must be in their original labeled container. If any labels have been removed notify your supervisor.
- All locations must have *Material Safety Data Sheets (MSDS)*, *Safety Data Sheets (SDS)* for each chemical in use at that location. You are required to be knowledgeable in their use in case of any possible health hazards and/or any emergency first aid procedures to follow. If the location is missing any *MSDS* or *SDS* Sheets notify your supervisor who will obtain replacement copies.

### Accident or Injury Reporting

If you are injured on the job, or involved in an accident involving Explore Academy's equipment, you **MUST REPORT THE ACCIDENT IMMEDIATELY (on the same work shift)** to be in compliance with the policies/procedures of Explore Academy.

Proper injury reporting includes a supervisor or employee completing the "**Employee Injury Report**" and the injured employee completing the **WORKERS COMPENSATION "FIRST REPORT OF INJURY"**. Supervisors are to assist the employee in properly completing and mailing of all forms. Both forms can be found in the Employee Portal at Explore-Academy.com. Failure to complete the proper forms on time may jeopardize workers' compensation insurance benefits and may result in injury expenses not being covered by insurance.

### Visitors

On occasion visitors may be required to visit an employee. Visitation is to take place in a designated area determined by your supervisor. Excessive interruptions by visitors may be grounds for disciplinary action including termination. Visitors are not allowed on job sites due to liability and safety considerations, and visitors are not allowed to enter the children's area. Employees are asked to consult with the job site supervisor in the event an emergency necessitates a visit.

### Weapons

Possession of firearms, handguns, or any other dangerous weapons or materials while performing job duties or while on an employer's premises is prohibited unless directed by Explore Academy or State laws. Violation of this policy may lead to suspension or termination.

## **Arrests (Reporting of)**

All arrests or summons for legal violations while on company business and/or while operating company equipment must be reported immediately to your supervisor.

## **Abuse / Violence**

Explore Academy mandates a “**zero tolerance for violence**”. It is specifically emphasized that violent acts or incidents in any form are expressly prohibited. Each employee has a responsibility to help prevent violence by reporting what they see in the workplace that could be interpreted as a violent or abusive act or incident. A violent act or incident is defined as, “any action or behavior that can be viewed as ill-treatment or abuse towards another.” A violent act includes provoking a fight or fighting during working hours or on company property, physically harming another, shouting, shoving, bullying, pushing, harassment, abusive language, intimidation, coercion, brandishing weapons, physical or verbal threats.

Prompt and accurate reporting of all violent acts or incidents, whether or not physical injury has occurred, is required. Any person witnessing a violent act or incident is responsible for immediately reporting the act or incident to their supervisor. Any violent act by an employee will result in immediate discipline and/or termination.

## **Smoking and Smokeless Tobacco**

Explore Academy are required to comply with State Smoking Laws. You may not bring tobacco or marijuana on to the premises, nor are you permitted to smell like tobacco products while working. No smoking is allowed in uniform.

## **Alcohol / Drugs**

The purpose of this policy is to assure worker fitness for duty and to protect employees, customers, and the public from the risks posed by employee use of alcohol and controlled substances.

Explore Academy is concerned about the use of alcohol, legal or illegal drugs, or controlled substances as it affects the workplace. Therefore personal use, sale, purchase, transfer, manufacture, distribution or possession of alcohol, legal or illegal drugs or controlled substances while performing job duties at Explore Academy location is prohibited. Use of these substances, whether on or off the job, can detract from an employee’s work performance, efficiency, safety, and health, and therefore seriously impair the employee’s value to Explore Academy. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of employees and exposes Explore Academy to the risks of property loss or damage or injury to other persons.

Furthermore, the use of prescription drugs and/or over-the-counter drugs also may affect an employee’s job performance and may seriously impair the employee’s value to Explore Academy.

Violation of these rules and standards of conduct will not be tolerated. Explore Academy also may bring the matter to the attention of appropriate law enforcement authorities.

# **Operational Considerations**

## **Housekeeping**

You are responsible for good housekeeping practices and for keeping your assigned work area clean. Good housekeeping is essential to a safe, clean and pleasant work atmosphere and includes proper disposal of trash or waste materials.

Employees should place all personal items in the teachers area upstairs, as applicable to your workplace. Explore Academy is not responsible for any lost or stolen items. Items of value should not be brought to the workplace.

## **Bulletin Boards**

Slack, your virtual bulletin board, may be used to provide various types of information that pertain directly to you and your job, including benefits, work schedules, business information and special notices. It is your responsibility to read the information that may be posted. Certain information changes frequently and you should check the bulletin board or Slack on a routine basis.

Only authorized personnel may be permitted to approve the posting and/or removal of notices and information. The posting or removal of information by anyone other than authorized personnel is not permitted.

## **Solicitation and Distribution of Literature**

In order to ensure efficient operation of Explore Academy's business and to prevent disruption to employees, we have established control of solicitations and distribution of literature on company property. Explore Academy has enacted rules applicable to all employees governing solicitation, distribution of written material, and entry onto the premises and work areas. All employees are expected to comply strictly with these rules. Any employee who is in doubt concerning the application of these rules should consult with his or her supervisor.

No employee shall solicit or promote support for any cause or organization during his or her working time, or during the working time of the employee or employees at whom such activity is directed.

No employee shall distribute or circulate any written or printed material in work areas at any time, or during his or her working time or during the working time of the employee or employees at whom such activity is directed.

Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on company property.

## **Re-Certification and State License**

Staff members who are required to be licensed or certified in order to perform their job duties are responsible for continuously maintaining valid, current licenses by attending the necessary number of continuing education courses required for re-certification. Explore Academy assumes no responsibility for employees who become delinquent in the number of units needed for re-certification and who, as a result lose their license. Maintenance of licensure or certification required in performance of duties is a condition of employment.

## **Company Equipment**

Damage or needed repair of Explore Academy's equipment must be reported immediately to your supervisor. Removing or borrowing company property without prior authorization, theft and deliberate or careless damage or destruction of any company property or the property of any employee or customer is cause for disciplinary action.

## **Telephone / Equipment Usage**

The telephone and other company equipment are furnished for the operation of the business. Telephone use for personal calls shall be kept to a minimum. Excessive making or accepting of personal telephone calls during working hours, except in cases of emergency are cause for disciplinary action up to and including termination.

No personal long distance calls are to be made and charged to the company unless authorized by your supervisor. No personal use of other company equipment is permitted without prior approval by management.

## **Use of Cell Phones and other Personal Communication Devices**

Cell phone usage for personal reasons is not allowed while working at Explore Academy. Cell phones may be used for business purposes while working.

## **Computer, Internet and E-mail Usage**

Explore Academy recognizes that use of the Internet has many benefits for it and its employees. The Internet and e-mail make communication more efficient and effective. Therefore, employees are encouraged to use the Internet appropriately. Unacceptable usage of the Internet can place Explore Academy and others at risk. This policy discusses acceptable usage of the Internet.

### **Guidelines**

The following guidelines have been established for using the Internet and e-mail in an appropriate, ethical and professional manner.

1. Internet and e-mail access may not be used for transmitting, retrieving or storing of any communications of a defamatory, discriminatory or harassing nature or materials that are obscene or X-rated. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes or sexual preference shall be transmitted. Harassment of any kind is prohibited.
2. Disparaging, abusive, profane, or offensive language; materials that would adversely or negatively reflect upon Explore Academy or be contrary to Explore Academy's best interests; and any illegal activities -- including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail -- are forbidden.
3. Copyrighted materials belonging to entities other than Explore Academy may not be transmitted by employees on the company's network. All employees obtaining access to other companies' or individual's materials must respect all copyrights and may not copy, retrieve, modify or forward copyrighted materials, except with permission or as a single copy to reference only. If you find something on the Internet that may be interesting to others, do not copy it to a network drive. Instead, give the URL (uniform resource locator or "address") to the person who may be interested in the information and have that person look at it on his/her own.
4. Do not use the system in a way that disrupts its use by others. This includes excessive dial-in usage, sending or receiving many large files and "spamming" (sending e-mail messages to thousands of users.).
5. The Internet is full of useful programs that can be downloaded, but some of them may contain computer viruses that can extensively damage our computers. Be sure to virus-check downloaded files immediately. Instructions on how to check for viruses are available through the IT Department. Also, many browser add-on packages (called "plug-ins") are available to download. There is no guarantee that such will be compatible with other programs on the network and such may cause problems; therefore, please refrain from downloading such plug-ins.
6. Passwords to company systems are provided in order to protect sensitive information and messages from unauthorized use or viewing. Such passwords are not intended to prevent appropriate review by company management. Under NO circumstances should you provide any co-worker or non-company personnel your password and user codes.
7. At no times should networked workstations with internet access be left in an accessible state that could potentially allow unauthorized access.
8. Each employee is responsible for the content of all text, audio or images that he/she places or sends over the company's Internet and e-mail system. No e-mail or other electronic communications may be sent which hides the identity of the sender or represents the sender as someone else.
9. E-mail is not guaranteed to be private or confidential. All electronic communications are Explore Academy property. Therefore, Explore Academy reserves the right to examine, monitor and regulate e-mail messages,

directories and files, as well as Internet usage. Also, the Internet is not secure so don't assume that others cannot read -- or possibly alter -- your messages.

10. Internal and external e-mail messages are considered business records and may be subject to discovery in the event of litigation. Be aware of this possibility when sending e-mail within and outside the Company.
11. Use of Instant Messaging, either with internal employees or persons outside the office must fall within company guidelines.

### **Explore Academy's Right to Monitor and Consequences**

All company-supplied technology, including computer systems and company-related work records, belong to Explore Academy and not the employee. Explore Academy routinely monitors usage patterns for its e-mail and Internet communications. Although encouraged to explore the vast resources available on the Internet, employees should use discretion in the sites that are accessed.

Since all the computer systems and software, as well as the e-mail and Internet connection, are owned by Explore Academy, all company policies are in effect at all times. Any employee who abuses the privilege of Explore Academy's facilitated access to e-mail or the Internet, may be denied access to the Internet and, if appropriate, be subject to disciplinary action up to and including termination.

Managers are responsible for ensuring that assigned personnel understand Internet acceptable use policy.

Company management reserves the right to periodically monitor employees' use of any computer systems or network.

### **Questions Regarding the Use of the Internet or E-mail**

If you have questions regarding the appropriate use of the Internet or E-mail, contact your supervisor.

## **Social Media**

At Explore Academy, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established these guidelines for appropriate use of social media.

This policy applies to all employees who work for Explore Academy.

### **Guidelines**

In the rapidly expanding world of electronic communication, social media can mean many things. *Social Media* includes all means of communicating or posting information or content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with Explore Academy, as well as any other form of electronic communication.

The same principles and guidelines found in Explore Academy policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow associates or otherwise adversely affects members, customers, suppliers, people who work on behalf of Explore Academy or the legitimate business interests of Explore Academy may result in disciplinary action up to and including termination.

### ***Know and Follow the Rules***

Carefully read these guidelines, Explore Academy Statement of Ethics Policy, Explore Academy Customer and Confidentiality Policies and the Discrimination & Harassment Prevention Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

### ***Be Respectful***

Always be fair and courteous to fellow employees, customers, members, suppliers or people who work on behalf of Explore Academy. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet.

Nevertheless, if you decide to post complaints or criticisms, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage customers, members, associates or suppliers, or that might constitute harassment or bullying.

Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or Explore Academy policy.

### ***Be Honest and Accurate***

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about Explore Academy, fellow employees, members, customers, suppliers, or people working on behalf of Explore Academy or competitors.

### ***Post Only Appropriate and Respectful Content***

- **Maintain the confidentiality** of Explore Academy trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications.
- **Respect financial disclosure laws.** It is illegal to communicate or give a "tip" on inside information to others so that they may buy or sell stocks or securities. Such online conduct may also violate the Insider Trading Policy.
- **Do not create a link** from your blog, website or other social networking site to Explore Academy website without identifying yourself as a Company associate.
- **Express only your personal opinions.** Never represent yourself as a spokesperson for Explore Academy. If Explore Academy is a subject of the content you are creating, be clear and open about the fact that you are an associate and make it clear that your views do not represent those of Explore Academy, fellow associates, members, customers, suppliers or people working on behalf of Explore Academy. If you do publish a blog or post online related to the work you do or subjects associated with Explore Academy, make it clear that you are not speaking on behalf of Explore Academy. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of Explore Academy."

### ***Using Social Media at Work***

Refrain from using social media while on work time or on equipment we provide, unless it is work-related as authorized by your manager or consistent with Explore Academy's Computer, Internet, and E-mail Usage Policy. Do not use Explore Academy email addresses to register on social networks, blogs or other online tools utilized for personal use.

### ***Retaliation is Prohibited***

Explore Academy prohibits taking negative action against any associate for reporting a possible deviation from this policy or for cooperating in an investigation. Any associate who retaliates against another associate for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### ***Media Contacts***

Employees should not speak to the media on Explore Academy behalf without contacting the Human Resources Department. All media inquiries should be directed to them.

### ***For More Information***

If you have questions or need further guidance, please contact your Human Resources representative.

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# Compensation

Explore Academy observes pre-determined pay period/pay days. When you receive your paycheck, review your paycheck stub to be certain your name, address and other pertinent information are correct. Please make sure to review your hours every pay period to assure all hours worked have been properly recorded and paid. If you observe an error on your check, please report it immediately to your supervisor. If you cannot resolve the problem, contact Jessica Dehn 406-581-5525 for assistance. Employees will be charged a fee for each requested additional copy of their check stub and W-2. Employees will be charged stop payment fees for lost, stolen or misplaced checks.

## Pay Period / Pay Day

Explore Academy employees will be paid twice a month, 24 paychecks annually. Paydays are the 1<sup>st</sup> and 15<sup>th</sup> of every month and the workweek is defined below.

Pay periods run:

- The 9th of the month through the 23rd of the month and are paid on the 1st of the following month.
- The 24th of the month through the 8th of the following month and are paid on the 15th of the month.

If paydays fall on a holiday or weekend, Explore Academy pays the weekday prior.

## Overtime

### Non-Exempt Employees

Non-exempt employees may be required to work overtime as necessary. Only actual hours worked in the given workday or workweek can apply in calculating overtime. The workweek is defined as Sunday through Saturday. All overtime work must be previously authorized by a supervisor. Working overtime without authorization or refusing to work assigned overtime may be grounds for termination. Explore Academy provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law.

### Exempt Employees

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

An exempt employee is an executive, administrative, professional, computer professional or some outside sales commissioned employee who is exempt from minimum wage or overtime requirements as determined by Federal and State Wage and Hour Laws.

This salary pay policy is intended to comply with the salary pay requirements of the Fair Labor Standards Act and shall be construed in accordance with the Act. Employees are encouraged to direct any questions concerning their salary pay to your supervisor so that any inadvertent error can be corrected.

## Time Reporting

All non-exempt employees will be required to keep track of their time for management to compute eligibility and amount of pay and/or evaluation of job specifications and requirements. There are various methods used to keep track of employee time. Please consult with your supervisor for the method to be used to track your time.

Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's is not permitted and is a cause for termination.

Any errors on your time card should be reported immediately to your supervisor. Employees are paid for mandatory training and meetings. Explore Academy also offers tuition reimbursement if class is preapproved by the owner and the employee provides a certificate of completion.



## **Meal and Rest Periods**

Meal and rest Periods will be administered in accord with State law and local worksite jurisdiction. The scheduling of meal and rest periods is set by the employee's immediate manager with the goal of providing the least possible disruption to company operations.

## **Direct Deposit Options**

Explore Academy offers automatic payroll deposit directly to your bank account or to a pay card. You may begin and stop automatic payroll deposits at any time. To begin automatic payroll deposit, you must complete a form (available from Explore Academy) and return it at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

To stop automatic payroll deposit, complete the form and return it to Explore Academy at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the form, provided it is received no later than 10 days before the end of the pay period.

## **Final Pay**

Explore Academy believes you should be given the opportunity to satisfactorily perform in your job. In the event of failure to perform, you may be disciplined and/or terminated. When termination/separation occurs, payment of final wages will be made at the time of the next regularly scheduled pay period or within 15 days of the resignation date, whichever is earlier.

# **Employee Benefits**

Various Explore Academy sponsored employee benefits may be available to you. Eligibility is dependent upon length of service, and hours worked. More detailed information regarding these benefits is available by contacting Jessica Dehn.

Explore Academy reserves the right, to amend, modify or terminate, in whole or in part, any or all of these provisions of the benefits described herein. Nothing contained herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between Explore Academy and its employees, retirees or their dependents, for benefits or for any other purpose. Further, Explore Academy reserves the right, power and authority, in its discretion, to administer, apply and interpret the benefits described herein, and to decide all matters arising in connection with the operation or administration of such benefits.

## **Health Insurance Benefits**

Employees of Explore Academy may be eligible for health insurance benefits based on the class status below.

Salaried Executive classified employees and owners are offered health benefits that are covered at 100% by Explore Academy. Salaried Management and Hourly Full Time classified employees are offered health insurance and Explore Academy covers 50% of the cost of the premium. Part Time classified employees are not eligible for health insurance through Explore Academy.

## **Childcare Benefits**

All employees are eligible to bring up to two dependents to Explore Academy while they work at Explore Academy at 35% off the current rate.

## Paid Time Off (PTO)

Time away from work is important to the health and well-being of all employees for rest, relaxation, family-time, and overall rejuvenation. Therefore, full-time employees are eligible for paid time off (PTO) benefits.

Paid Time Off (PTO) is an all-purpose time off policy for eligible employees to use for vacation, illness, injury, or personal business. PTO combines traditional vacation and sick/personal leave plans into one flexible, inclusive policy, that is neither earned nor accrued by the employee. PTO is payable in the same manner as regular pay and is subject to the same withholding elections.

PTO begins after 6 months of continuous employment and follows the schedule outlined in this policy. After completion of 6 months continuous employment employees are eligible for 40 hours/5 days of PTO, but not before. PTO can be used only after the date of hire anniversary each calendar year. Employees are encouraged to use this PTO time during each calendar year. A maximum amount of 40 hours is allowable to be carried over each calendar year, all other PTO hours will be taken and paid each year.

Tenure	PTO Allowed	Amount allowed/ hour worked	Maximum hours
6 months – 1 year	40 hours/ 5 days	0.0192/hour worked	Up to 40 hours*
1+ years – 5 years	80 hours/ 10 days	0.0385/hour worked	Up to 80 hours
5+ years	120 hours/15 days	0.0577/hour worked	Up to 120 hours

Any break in employment greater than 6 months and the employee will start over with PTO benefits. PTO may be used in minimum increments of one hour and may not be used to supplement pay in excess of 40 hours per week. Employees with an unexpected need (i.e. sudden illness or emergency) to request PTO should notify their direct supervisor as early as possible.

To schedule PTO or unpaid leave, employees will submit a completed absence request in Deputy (or other scheduling software) or to their supervisor at least four (4) weeks before the requested leave. Requests will be approved based on a number of factors, including operating and staffing requirements. The supervisor will notify the employee upon its approval, normally within five (5) business days of the date it is submitted. If the request for PTO is denied, the supervisor will provide an appropriate reason on the form returned to the employee. No concrete travel plans should be made until the request is approved regardless of if the time will be paid or unpaid time off. If the employee's required time off request is at the same time as another employee, they are encouraged to speak to that person about a possible trade.

### **Taking unapproved personal time, Paid or Unpaid**

Absence from work on a day that was requested but denied due to staffing requirements will result in a written warning and treated as an absence from work, subject to the absenteeism policy listed on p13.

PTO will be paid at the employee's regular wage at the time the leave is taken. PTO is not included in overtime calculation and does not include any special forms of compensation such as incentives, commissions, or bonuses. Leave taken beyond an employee's available PTO balance may be unpaid unless otherwise required under state or federal law.

Unused PTO is forfeited by the employee and not paid.

It seems there has been some confusion on how school closures and holidays work at Explore. This is the first year we have been closed more than the standard days of Labor Day, Thanksgiving, Christmas Day, New Years Day, Memorial Day, and the 4th of July.

This change was to allow folks who wanted time off to easily have the ability to spend time with their families, while allowing for prep days and teacher trainings for other employees.

### **Holiday Pay**

Hourly staff are paid for the hours they work and PTO after 6 months.

Hourly contracted employees are paid for the hours they work, Holidays after 6 months, and PTO after 6 months.

Salary contracted employees are paid for the job they do. This means there are weeks you'd likely work more and weeks you may work less. This also means if you work at the center at all in a day you will be paid for the whole day. If you are unable to come in for your shift that day you will not be paid for that day per the deductions from pay clause, listed above. Salaried employees are also able to work from home on special projects, if room ratios are covered and with approval from management.

Closed school days are not paid days off unless PTO is used. They are teacher work days for prep, cleaning, classroom maintenance, and projects. You are allowed to request these off even if others have them already scheduled off unless they are Mandatory Training Days.

Mandatory training days for the 2023-24 school year are October 20-21, January 15th, February 19th, and August 30th. If you choose to be off on a closed school day you can choose to take it unpaid or use PTO.

### **Deductions from Pay – Exempt Employees**

Explore Academy follows proper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position or compensation.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are allowed include:

- Absence from work for one or more full days for personal reasons.
- Deductions for taxes, or employee benefits when authorized by the employee.
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week when an exempt employee begins employment for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave.

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from their pay, the employee should immediately report the deduction to the Owner. If it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

## **Unpaid Time Off**

All regular employees employed for a minimum of 90 days are eligible for unpaid personal leave of absence. The employee must return to work on the scheduled return date or be considered to have voluntarily resigned from his or her employment. Extensions of leave will be considered on a case-by-case basis.

## **Leaves of Absence**

Leaves of Absence may be granted for reasons of bona fide illness or for other reasons mutually agreed upon with your employer after 90 days of employment. Leaves must be requested in writing and shall state the reason for the leave and the dates desired and are unpaid. Benefit contributions and benefit accruals may be suspended during leaves. Upon expiration of the leave, or upon notification to your employer of your intent to return, you will be returned to the next available job opening in your classification. If you do not report upon the expiration of the leave, or any extension authorized by your employer, you may be considered as having voluntarily given your resignation.

State law shall govern a maternity leave of absence.

## **Inactive Status**

Employees, who are on any type of leave of absence, work-related or non-work-related, will be placed on inactive status. During the time the employee is on inactive status, benefits such as PTO, vacation, or sick leave will not be earned.

## **Bereavement Leave**

An employee who wishes to take time off due to the death of an immediate family member should notify the owner immediately. Bereavement leave will be unpaid.

## **Jury Duty**

Upon receipt of notification from the state or federal courts of an obligation to serve on a jury, employees must notify an owner and provide a copy of the jury summons. This leave is unpaid.

## **Lactation/Breastfeeding**

Explore Academy is committed to offering a supportive environment to enable breastfeeding employees to express their milk during work hours. This policy is applicable to mothers of children up to 2 years old.

Supervisors are responsible for alerting pregnant and breastfeeding employees about the company's worksite lactation support program. It is expected that all employees will assist in providing a positive atmosphere of support for breastfeeding employees. Employees who wish to express breast milk during the work period shall keep supervisors informed of their needs so that appropriate and reasonable accommodations can be made to satisfy the needs of both the employee and the company.

## **Military Leave**

An employee who is a member of the United States Armed Forces, National Guard, Reserves or Public Health Service may be granted a leave of absence for military service, training or related obligations in accordance with applicable law. At the conclusion of the leave, upon the satisfaction of certain conditions, an employee generally has the 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.

During 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 continued to work. For military leaves of more than 30 days, an employee may elect to continue his or her health plan coverage for up to 18 months of uniformed service but may be required to pay all or part of the premium for the continued coverage.

Upon receipt of orders for active or reserve duty, an employee should notify his or her supervisor, as well as Human Resources, as soon as possible and submit a copy of the military orders to his or her supervisor.

Upon return from military service, an employee must provide notice of or submit an application for reemployment to Explore Academy.

Some states may provide greater protection for employees serving in the military than the Federal law, USERRA.

## **Industry Specific Policies**

### **Gifts or Favors**

Acceptance of money, gifts or favors from any individual or concern which you have reason to believe may transact business, or may seek to transact business, with Explore Academy constitutes a violation of this policy. All offers of gifts or favors of more than nominal value are to be immediately reported to your supervisor.

### **Mandatory Reporting Requirements for Montana Regarding Children**

#### **Who must report?**

Any of the following persons when acting as a result of information they receive in their professional or official capacity:

- A physician, resident, intern, or member of a hospital's staff engaged in the admission, examination, care, or treatment of persons;
- A nurse, osteopath, chiropractor, podiatrist, medical examiner, coroner, dentist, optometrist, or any other health or mental health professional;
- Religious leaders;
- School teachers, other school officials, and employees who work during regular school hours;
- A social worker, operator or employee of any registered or licensed day-care or substitute care facility, staff of a resource and referral grant program organized under Montana state law or of a child and adult food care program, or an operator or employee of a child-care facility;

- A foster care, residential, or institutional worker;
- A peace officer or other law enforcement official;
- A member of the clergy;
- A guardian ad litem or a court-appointed advocate who is authorized to investigate a report of alleged abuse or neglect; and
- An employee of an entity that contracts with the department of public health and human services to provide direct services to children.

## **Standard of Knowledge**

Knowledge or reasonable cause to suspect that a child is being abused or neglected.

Cause for suspicion should be based upon “a perceived present real harm or a perceived present imminent risk of harm. This perception need not always be based entirely upon current, culpable acts of those responsible for the child.” The suspicion could be based on past acts, present acts, or both. *Gross v. Myers*, 748 P.2d 459, 462 (Mont. 1987).

## **Definition of Applicable Victim**

A child is any person under 18 year of age.

## **Reports Made To**

Child Abuse Hotline (1-866-820-5437) through the Department of Public Health and Human Services.

## **Contents of Report**

- The names and addresses of the child and the child’s parents or other persons responsible for the child’s care;
- To the extent known, the child’s age and the nature and extent of the child’s injuries, including any evidence of previous injuries;
- Any other information that the reporter believes might be helpful in establishing the cause of the injuries or showing the willful neglect and the identity of person or persons responsible for the injury or neglect; and
- The facts that led the reporter to believe that the child has suffered injury or willful neglect.

## **Timing/Other Procedures**

Reports to be made promptly. No written report required.

## **Other**

### **Failure to Report**

- Failure to report (or preventing another person from reporting) can result in civil liability for damages proximately caused by the failure to report; a person who purposefully or knowingly fails to report or prevents another from doing so is guilty of a misdemeanor.

### **Dangerous Drugs**

- Professionals in categories 1 and 2 above must report infants known to be affected by dangerous drugs (including, for example, opiates and hallucinogens).

### **Members of the Clergy**

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Updated 11/20/2023

- Members of the clergy or priests are not required to report if (1) the knowledge or suspicion came from a statement or confession made to him or her in his or her capacity as a clergy member or priest; (2) the statement was intended to be part of a confidential communication; and (3) the person who made the statement or confession does not consent to the disclosure.
- In addition, a member of the clergy or a priest is not required to make a report if the communication is required to be confidential by cannon law, church doctrine, or established church practice.

**Source/Applicable Statute(s)**

MT ST §§ 41-3-201, 41-3-207 (2009); MT ST § 41-3-102, *updated by* Ch. 179 (2009).

Information compiled by RAINN and last updated December 2009.

## Employee Handbook Acknowledgment and Receipt

The employee handbook describes important information about **Explore Academy** and I understand that I should consult my manager regarding any questions not answered in the handbook. I have entered into my employment relationship with **Explore Academy** voluntarily and acknowledge that there is no specified length of employment.

I understand that the handbook will need periodic revisions and that my employer retains the right to amend any and all policies, guidelines as outlined in this document. All changes will be communicated through official notices, and I understand that revised information may supersede, modify or eliminate existing policies. Only the owners have the ability to adopt any revisions to the policies in this handbook.

**I understand and agree that nothing in this Employee Handbook creates, or is intended to create, a promise or representation of continued employment, employment contract or contractual obligation of any kind. Furthermore, I acknowledge and agree to follow the guidelines set forth in this guide as a condition of my continued employment and failure to do so may result in disciplinary action including termination of my employment.**

I have received the handbook, and I understand that it is my responsibility to read, comply and acknowledge the policies contained in this handbook and any revisions made to it.

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Employee's Signature

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Employee's Name (Print)

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Date



**TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE**

**EMPLOYEE NON-DISCLOSURE AGREEMENT**

FOR GOOD CONSIDERATION, and in consideration of being employed by Explore Academy LLC, the undersigned employee hereby agrees and acknowledges:

1. That during the course of my employ there may be disclosed to me certain trade secrets of the Company; said trade secrets consisting but not necessarily limited to:
  - (a) Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, computer programs.
  - (b) Business information: Customer lists, pricing data, sources of supply, financial data and marketing, production, or merchandising systems or plans.
2. I agree that I shall not during, or at any time after the termination of my employment with the Company, use for myself or others, or disclose or divulge to others including future employees, any trade secrets, confidential information, or any other proprietary data of the Company in violation of this agreement.
3. Content and intellectual property developed while at Explore Academy will remain the property of Explore Academy.
4. That upon the termination of my employment from the Company:
  - (a) I shall return to the Company all documents and property of the Company, including but not necessarily limited to: drawings, reports, manuals, correspondence, customer lists, computer programs, and all other materials and all copies thereof relating in any way to the Company's business, or in any way obtained by me during the course of employ. I further agree that I shall not retain copies, notes or abstracts of the foregoing.
  - (b) The Company may notify any future or prospective employer or third party of the existence of this agreement, and shall be entitled to full injunctive relief for any breach.
  - (c) This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of the Company, its successors and assigns.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Company

\_\_\_\_\_  
Employee