

5001 - Employee Policies



ODYSSEY CHARTER SCHOOL, INC.

EMPLOYEE HANDBOOK ADDENDUM

OCS, Inc. Board Approved 6/21/18

Any policies contained in this Handbook Addendum will supersede those policies contained in the Employee Handbook or any state-specific handbook you may have been given.

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Welcome!

Welcome Employee!

Odyssey Charter School, Inc. (hereinafter “the School”) wish you every success. We believe that each employee contributes directly to the School’s growth and success, and we hope you will take pride in being a member of our team.

This Employee Handbook was developed to describe some of the expectations of our employees and to outline the policies, programs, and benefits available to eligible employees. Employees should familiarize themselves with the contents of the employee handbook as soon as possible, for it will answer many questions about employment with the School.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

Organization Description

The School wishes to provide you with the best benefits and employee services possible. Therefore, the School has contracted the services of Paychex, Inc. a Professional Employer Organization, which will be responsible for providing, at the direction of the School, human resource services, a comprehensive benefits and retirement package to you at the start of your employment. Under its co-employment agreement with the School, Paychex, Inc. will be your employer of record.

Ultimately, the success of the School depends on you and you are an important asset to the education program. The School wants to create the best

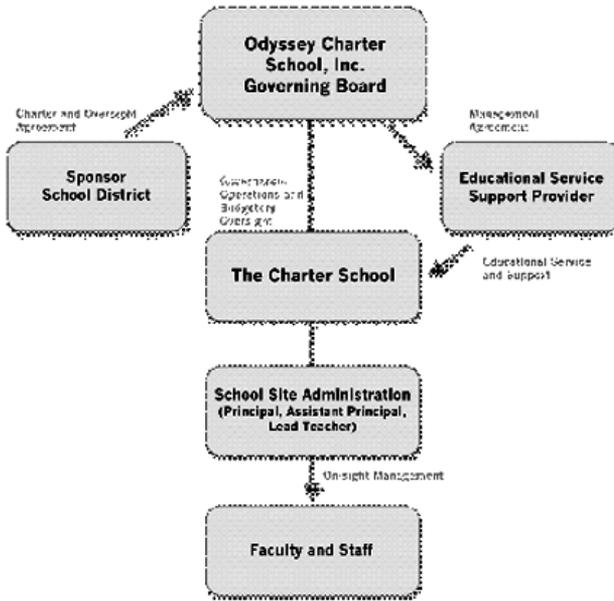
environment for you by providing encouragement and recognition to develop your talents as an educator.

This employee handbook ("Handbook") is a source of information about payroll, privileges, benefits, and procedures, along with a few general rules and policies. It is to advise you of certain policies that may affect your employment. This Handbook is not a legal document and should not be construed as creating any kind of employment contract, since the School reserves the right to add, change or delete benefits and policies, as it deems necessary.

The School, upon resolution by its Board of Directors, reserves the right to amend, add or change the policies, protocols, procedures and/or employee benefits listed or offered in this Handbook, including any supplements at any time it deems necessary. Please contact Green Apple School Management, LLC, the School's Services and Support Provider, directly should you have any questions at (321) 676-8737.

We look forward to working with you to provide quality educational services to the students and parents we serve.

Organizational Chart



School Board of Directors for Odyssey Charter School, Inc.

The Board of Directors of the School has the overall responsibility for the affairs and management of the school. The Board will be the primary policy making for the body of the school. The Board includes members who are experienced both in the establishment of Charter Schools and in the structure and control of business enterprises. Each Director will take on a proactive role in specific areas that reflect his or her area(s) of expertise.

Green Apple School Management, LLC

The Board of Directors will utilize the services of Green Apple School Management, LLC, a professional Charter School management organization that specializes in the management of Charter Schools.

Any questions relating to your rights as an employee, benefits, payroll, etc., should be directed to the Green Apple School Management, LLC Human Resources Director. If you are uncertain about whom to contact at any time regarding any matter or situation, please contact any member of Green Apple School Management, LLC staff at (321) 676-8737.

School-Site Administrator

The School's on-site administration will consist of the Site Administrator, Assistant Principal, Discipline Dean(s), and/or Lead Teacher and secretarial staff who will be responsible for working with the teaching staff, addressing student-related issues, assisting in curriculum development, and overseeing the parental involvement agreements. The Site Administrator of your school is considered your direct supervisor, and is responsible for, in conjunction with the Discipline Dean(s) or Lead Teacher, training and the day-to-day supervision of your work.

All questions regarding your school's position should be directed to your Administrator.

New Hires/Condition of Employment

Your position requires additional pre-employment criteria, such as a drivers' examination, fingerprinting, a background investigation and/or a pre-employment drug test. If you have been offered employment before any such investigation or test is completed, your employment is contingent on a satisfactory result on all required tests.

In addition, your continued employment is contingent upon maintaining satisfactory fingerprint clearance as well as active and current acceptable state teaching certification.

- An OCS Employment Application and Employee Data Sheet
- Three professional references, including Supervisor from last place of employment.
- Official sealed college transcripts (Master's Degree only)
- Produce valid documentation from the Form I-9 List of Acceptable Documents for Form I-9 review and verification.
- Complete W4 (Online- Paychex Flex)
- Florida Department of Education Teaching Certificate, DOE Letter of Eligibility, and Montessori Certification, if applicable
- Verification of Experience (VOE) forms for all previous teaching experience - **Previous teaching experience presented after October 1st will be issued for the following school year.**
- All other required paperwork as designated by OCS

Categories of Employment

INTRODUCTORY PERIOD: Full-time and part-time employees are on an introductory period during their first 90 days of employment.

During this time, you will be able to determine if your new job is suitable for you and your site administrator will have an opportunity to evaluate your work performance. However, the completion of the

introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

For purposes of this handbook, FULL-TIME EMPLOYEES regularly work at least a 30-hour workweek. For other purposes, such as eligibility for health care benefits, the definition of FULL-TIME EMPLOYEES may be different.

PART-TIME EMPLOYEES work less than 29 hours each week.

Termination of Employment

The School may terminate employment as follows:

1. For an employee in his/her first year with the School, a decision by the Administrator to discontinue employment after the 90-day evaluation/probation period.
2. An unsatisfactory result of background, fingerprinting, and/or drug screenings at any time during employment.
3. For failure to perform the duties required of the employee, or for a transgression by the employee which endangers the safety of anyone at the School or which involves conduct that is disruptive to the operation of the school or the academic advancement of the School. In such case, the School may require the employee to immediately cease presence and activity at the School.
4. For illness, accident or disability that incapacitates the employee for a period of more than 60 days (FMLA excluded).

5. For cause. The employee agrees that the following events may result in her/his termination, yet are not exhaustive. School may terminate employment, during its term, for any of the following acts by the employee: (i) failure to perform her/his essential duties; (ii) dishonesty; or (iii) gross misconduct or gross dereliction of duty; or (iv) misrepresentation or other acts of moral turpitude or criminal conduct; or (v) insubordination; or (vi) obtainment of a score of failure on a formal evaluation system conducted by the administration; or (vii) failure of a teacher to complete daily responsibilities such as lesson plans, grading, parent conferences, etc.; or (viii) participating in illegal or questionable activities that would reflect negatively on the School such as drinking alcohol outside school premises while wearing the school uniform or school emblem; or (ix) use of inappropriate language within the classroom or in the presence of students.
6. Upon termination of employment created hereby, whatever may be the cause of such termination, the School shall pay to the employee any compensation earned by the employee up to the date of termination and the employee shall accept such payment as full discharge and release of the School from any further obligations to the employee.
7. It is mutually covenanted and agreed that a teacher desiring to terminate their Teacher Employment Agreement is required to give, in writing, thirty (30) working days written notice of such termination, and notice of termination is of the essence of the agreement and the compensation paid by the School to the teacher.
8. The Teacher Employment Agreement may be terminated by the mutual agreement of the parties.

Anniversary Date

The first day you report to work will be recorded in school records as your anniversary date. This date may be used to calculate many different school benefits. If you have any questions regarding your anniversary date, please see your school-based HR representative.

Driver's License/Driving Record

Employees in positions where the operation of a motor vehicle is an essential duty of the position must present and maintain a valid driver's license and acceptable driving record to our insurer. Changes in your driving record must be reported to your Site Administrator immediately. Violations of this policy may result in immediate termination of your employment.

Suggestions and Ideas

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted to your Site Administrator.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

Talk to Us

We encourage you to bring your questions, suggestions and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your site administrator so that the problem can be settled by examination and discussion of the facts. We hope that your site administrator will be able to satisfactorily resolve most matters.

If you still have questions after meeting with your site administrator or if you would like further clarification on the matter, request a meeting with the Human Resource Manager. (S)he will review the issues and meet with you to discuss possible solutions.

Finally, if you still believe that your problem has not been fairly or fully addressed, you may address the Board of Directors at a regularly scheduled Board meeting.

Your suggestions and comments on any subject are important, and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

If at any time you do not feel comfortable speaking with your site administrator or the next level of management, discuss your concern with any other member of school leadership or the Management Company with whom you feel comfortable.

Recording Your Time

All teachers, unless otherwise scheduled, must arrive at school no later than one half hour before the school's designated start time.

All employees, salary and hourly, are required to sign-in and out as designated by the school. Non-Exempt, hourly employees, should accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period using the school's approved time keeping system. Employees should also record the beginning and ending time of any split shift or departure from work for personal reasons. Overtime hours must always be pre-approved, in writing by the Site Administrator before it is performed.

If for any reason an employee's own time records show any sort of disparity from the school's time records or the workers' pay stubs, then the employee must report that disparity immediately to their school-based HR Representative and submit those records in order to ensure accurate wage payments.

Altering, falsifying, tampering with time records, or recording time on another employee's time record may result in disciplinary action, up to and including termination of employment.

Non-Exempt, hourly, employees should not report to work no more than 7 minutes prior to their scheduled starting time nor stay more than 7 minutes after their scheduled stop time without expressed, prior authorization from the Site Administrator.

Payday

Salary base employees will be paid semimonthly on the 5th of the month and the 20th of the month. Hourly staff employees will be paid biweekly on Friday.

When our payday is a holiday, you normally will be paid on the last working day before the holiday. If our payday is a Saturday or Sunday, you normally will be paid on Friday.

Performance Reviews

Your performance is important to our school. Your Site Administrator will review your job progress annually within our school and help you set new job performance plans.

Official evaluations will be conducted two (2) times during the school year for employees who have been with the school for three (3) years or less and one (1) time during the school year for employees who have been with the school greater than three (3) years. The evaluation and performance review form varies by grade level. These reviews are an evaluation tool for both you as an educator, and the Site Administrator as an administrator and director of your educator skills and talents. Satisfactory performance reviews do not necessarily result in merit increases, but they assist in annual evaluations and pay increases.

In the event that you are unsatisfied with a performance review, please complete the appropriate section of the review to note your dispute. Further, if you feel that your administrator is not objectively reviewing your skills as an educator, you may file a grievance by contacting the

Human Resource Manager within five (5) school days of the disputed review.

Our performance review program provides the basis for better understanding between you and your site administrator, with respect to your job performance, potential and development within the school.

Job Descriptions

The school maintains a job description for each position in the school. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the job description is revised to reflect those changes. If you have any questions or wish to obtain a copy of your position's job description, please see your school-based HR Representative.

Promotions and Transfers

We believe that career advancement is rewarding for both the employee and the school. We will promote qualified employees to new or vacated positions whenever possible. You can discuss transfer opportunities with your Site Administrator. In addition, individuals wishing to transfer must have received excellent evaluations for two (2) consecutive evaluation periods. Transfers will be considered on a first come-first serve basis. Any transfer within an Odyssey Charter School, Inc. School is subject to position availability.

Job openings may be posted in-house. If you are interested in applying for one of these positions, notify your site administrator and speak to the person indicated on the notice.

Compensation

The School's Salary Schedule has been established as the guide for determining salaries. Although it is the School's intent to offer salaries comparable to that offered by the public school system where the School is located, please be reminded that the School is a Public Charter School and not a traditional Public School. Thus, the salary schedule used may not be a "replica" of the one used by the County. Because the School's budget is established at the onset of the year, the School will not make changes to salaries during the fiscal year (Masters, Specialist and Doctorate degrees conferred within the year are the exception to the policy), unless the Board of Directors approves such changes.

Teachers that will be working the entire School Year (10 months) will have their salary paid throughout 12 months, including the summer months. There are teachers who will work less than the 10 months of the School Year, i.e. maternity leave, hired after the first day of School, etc. These teachers will be paid from the date they begin working through the last day worked (not including summer months).

Annual pay increases based on exceptional performance and merit may be determined on a case-by-case basis, as evaluated by the School's Board of Directors. The School is not obligated to provide increases based on the increases issued by the County Public School Board.

If the School receives School Recognition Funds (Grade “A” Funds), the School’s staff, along with the School’s Governing Body, determines how the funds will be used. In the event that the school awards a monetary bonus to employees, the employee must (1) be employed at the school at the time the school received the grade and (2) be employed by the school at the time the funds are dispersed. If an employee resigns or is terminated prior to the school dispersing the funds, the employee forfeits the monetary bonus. The school reserves the right to pro-rate the funds in the event that the employee is not employed for the entire school year. The School’s Board of Directors has the discretion to approve how the funds are dispersed. The requirements for receipt remain the same.

Salaries of all employees shall be determined by the OCS, Inc. Board of Directors on the recommendation of the Site Administrator or Designee and shall be outlined in the annual salary schedule adopted by the OCS, Inc. Board of Directors.

Pay Advances

Pay advances will not be granted to employees.

Holidays

The school follows the same calendar as the County Public School District in which the school is located, and may include additional pre-planning and post-planning days and holidays.

The school will grant holiday time off to all eligible full-time hourly employees, with up to four (4) paid holidays per year. Holidays for hourly and salary employees will be listed on the Employee Calendars approved annually by the OCS, Inc. Board of Directors.

Exempt employees will receive holiday pay in compliance with state and federal wage and hour laws.

Employees must work their scheduled workday before and after the holiday in order to be paid for the holiday unless you are absent with prior written permission from the Site Administrator.

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at their straight-time rate for the hours worked on the holiday.

Paid time off for holidays will not be counted as hours worked for the purposes of determining overtime.

Paid Time Off (PTO)

Full-time employees are eligible for Paid Time Off (PTO).

PTO is calculated according to the following schedules:

Full-time 10 month salary employees are granted up to ten (10) PTO days annually and is accrued as follows based on the school year:

At the beginning of the school year in August, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued ten (10) days of PTO.

Full-time 11 month salary employees are granted up to eleven (11) PTO days annually and is accrued as follows based on the company fiscal year:

At the beginning of the fiscal year in July, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued eleven (11) days of PTO.

Full-time hourly employees are granted up to four (4) PTO days annually and is accrued as follows based on the school year:

At the beginning of the school year in August, you will accrue one (1) day of PTO per month.

Full-time 10 month salary employees are granted up to ten (10) PTO days accrued as follows:

At the beginning of the school year in August, you shall be entitled to three (3) earned days of PTO. Then you will accrue one (1) day of PTO per month, until you have accrued ten (10) days of PTO.

Exempt employees will receive sick pay in compliance with state and federal wage and hour laws.

Submit PTO requests in writing at least one week in advance to your Site Administrator. When possible, PTO requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling PTO times. Due to the potential for disruption, the Site Administrator has the right to refuse a teacher a requested day where it would result in the absence of 2 or more teachers on the same day.

PTO can be used as sick time or to take care of personal matters. PTO may not be used for vacation time, except for certain exemptions upon written approval by your Site Administrator.

You may use accrued PTO to care for a child who is sick. Employees may be asked to provide written proof of “need” by their physician when requesting personal days for an illness exceeding three days, PTO cannot be carried over from one year to the next nor is pay granted in lieu of taking the actual time off.

PTO shall not be granted for any vacation time or for extended vacation times (i.e. Winter or Spring Break) or school holidays. PTO will not be granted during critical times of the school year, including the first or last weeks of school, or weeks prior to or during standardized testing. Please consult the annual 10 and 11-month employee calendars to avoid conflicts.

Emergency exceptions to this PTO policy may be granted in writing by the Site Administrator at their sole discretion.

At the end of employment, eligible employees will not be paid for earned but unused PTO, unless state law dictates otherwise.

Voting Leave

The school believes that every employee should have the opportunity to vote in any state or federal election, general primary or special primary. Any employee, whose work schedule does not provide him/her with time to vote either before or after their regular work schedule, or during their non-working hours, should discuss the situation with your Site Administrator. An employee must have prior approval from your Site Administrator as least two (2) working days prior to Election Day.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued paid time off (PTO) (if any) may be used for this leave if the employee chooses, but the school will not require the employee to use paid time off (PTO). Military orders should be presented to your school-based HR representative and arrangements for leave made as early as possible before departure. Employees are required to give advance notice of their service obligations to the school unless military necessity makes this impossible. You must notify your school-based HR representative of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Additional information regarding military leaves may be obtained from your school-based HR representative.

Civil Air Patrol Leave

Eligible employees who serve as members of the Florida Wing of the Civil Air Patrol (“Civil Air Patrol member”) will be provided with 15 days of unpaid leave annually for participation in Civil Air Patrol training or missions.

To be eligible, the employee must be a senior member of the Florida Wing of the Civil Air Patrol with at least an emergency services qualification. In addition, the employee must have been employed with the school for at least 90 days immediately preceding the commencement of leave.

The school will not require a Civil Air Patrol member to use vacation, annual, compensatory, or other paid leave which may be offered by the school during the period for which the employee is on Civil Air Patrol leave. However, an employee may request to use accrued unused vacation, paid time off or other paid leave available during the commencement of his or her Civil Air Patrol leave.

An employee with such a commitment is expected to notify and provide the school with a copy of the orders as soon as possible.

The school will not discriminate or retaliate against any employee taking leave in accordance with this policy.

At the completion of leave, the employee must promptly notify the school of his or her intent to return to work.

The granting of a leave of absence does not guarantee that there will be a position available upon your return from leave. The school endeavors, however, to place employees returning from leave in their former position, or in a position comparable in status and pay.

Bereavement Leave

Full-time employees are eligible immediately upon hire for two paid days for the death of an immediate family member. Members of the immediate family include spouses, parents, brothers, sisters, children; the employee's spouse's parent, child, or sibling; the employee's child's spouse; grandchildren, and grandparents.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Requests for bereavement leave should be made to your school-based HR representative as soon as possible.

Jury Duty

Unless county statute dictates otherwise, after completing 90 days of service, eligible employees summoned for jury duty will be paid the difference between their normal rate of pay and all monies paid to them by the court, for a maximum of five (5) working days. Thereafter, employees may use any available paid time off or the leave is unpaid. All other employees are given an unpaid leave in order to serve, unless county statute dictates otherwise.

Exempt staff members may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your Site Administrator as soon as you receive your summons.

We reserve the right to request proof of jury service issued by the Court upon return.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

Professional Leave

All full-time employees who have completed one year of employment are eligible for a paid professional leave of absence to permit employees to attend meetings of professional or educational organizations, when the experience shall be deemed to be a substantial benefit to the school and shall have an immediate application to the current role of the employee. Professional leaves may not exceed thirty (30) calendar days during which time no benefits will accrue.

Your application for a professional leave of absence must be made and approved by your Site Administrator prior to registration.

We will make reasonable efforts to return you to the same or similar position you held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please ask your Site Administrator.

Education Leave

All full-time employees who have completed one year of employment are eligible for an unpaid education leave of absence to attend college or vocational school full-time. Education leaves may not exceed one year during which time no benefits will accrue.

Your application for an education leave of absence must be made and approved by your Site Administrator prior to registration.

We will make reasonable efforts to return you to the same or similar position you held prior to the leave, unless business conditions dictate otherwise. For more information about an education leave of absence, please ask your school-based HR representative.

Leave of Absence

Under special circumstances, full time employees who have completed one year of employment may be granted a leave of absence without pay.

The following general provisions apply to all leaves of absence:

- A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a physician's statement that certifies the need for the extension. The application for a leave of absence shall receive the approval of the Site Administrator or Designee prior to the effective date of the leave. Except in cases of emergency, the request shall be filed with the Site

Administrator or Designee at least ten (10) days before the date on which the proposed leave is to become effective.

- Failure to return to work on the first workday following the expiration of an approved leave of absence shall be considered a resignation/voluntary termination.
- Employees will not accrue length of continuous service for the portion of a leave of absence in excess of 30 days.
- Employees on leave of absence will be subject to lay off on the same basis as employees who are actively at work.
- Employees on leave of absence must communicate with the School on a regular basis, at least once each month or more frequently if requested by the School, regarding their status and anticipated return to work date.
- Employees on leave of absence who seek or accept other employment without the School's prior written approval will be subject to disciplinary action, up to and including possible termination.
- Employees who falsify the reason for their leave of absence will be subject to disciplinary action, up to and including possible termination.
- All leaves of absence must be approved in advance, in writing, by the Administrator.
- All leave shall expire no later than June 30th of each school year. When a second year of leave is being requested, the employee shall reapply for leave effective July 1.
- Coverage under the School's group insurance plans will be continued on the following basis:
 - For the first 30 days of an approved leave of absence, the School will continue to contribute to premiums as if the employee were actively at work.
 - Employees will be required to pay the entire premium for continued coverage

during the portion of an approved leave of absence in excess of 30 days.

- Employees must make arrangements with the School to pre-pay their share of group insurance premiums before going on leave of absence.

An employee shall be returned to position after leave under the following conditions:

(a) An employee on leave who is eligible for reassignment for the next school year shall request reassignment in writing to the Site Administrator or Designee by March 1st.

(b) An employee returning from a leave of absence for extended illness or maternity leave shall submit a physician's statement verifying satisfactory health for working. Persons returning from the other leaves of absences may be required to submit a physician's statement verifying health.

(c) Upon return, an employee granted professional leave to continue education shall present a transcript verifying at least twenty-four (24) semester hours of credit or its equivalent during the year of absence.

(d) In the event an employee on leave does not carry out the purposes for which the leave was granted, the leave shall be canceled and the employee's right to a position be terminated unless prior approval for the Board is obtained for a change.

NOTE: Personal leave and/or sick days do not accrue while an employee is on leave without pay or on disability.

We will make reasonable efforts to return you to the same or similar job you held prior to the leave of

absence, subject to our staffing and business requirements.

Medical Insurance

Eligible employees who are regularly scheduled to work and regularly do work a minimum of 30 hours each week may enroll in an employee only, an employee plus children, an employee plus spouse, or a family contract on the first of the month following sixty days of employment. Eligible employees may also choose to “opt” out of the medical plan. If an employee elects to decline participation, the employee may receive a fixed amount per month as determined by the OCS, Inc. Board of Directors. Eligibility may be defined by state law and/or by the insurance contract.

Information and enrollment forms may be obtained from your school-based HR representative.

To assist you with the cost of this insurance, our school pays a portion of employee only medical insurance. Employees are responsible for paying for employee plus children, an employee plus spouse, or a family through payroll deduction.

Participating employees are also covered under our medical insurance plan's individual term life insurance policy in the amount of 10K and prescription drug programs.

A booklet containing the details of the plan and eligibility requirements may be obtained from your school-based HR representative.

Refer to the actual plan document and summary plan description if you have specific questions regarding your

eligibility for coverage or other aspects of this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group medical insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact your school-based HR representative.

Dental Insurance

Eligible employees who work an average of 30 hours or more each week may enroll in an employee only, an employee plus children, an employee plus spouse or a family contract on the first of the month following sixty days of employment.

Information and enrollment forms may be obtained from your school-based HR representative.

You will be responsible for the full cost of this insurance through payroll deduction.

A booklet containing the details of the plan and the eligibility requirements may be obtained from your school-based HR representative.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group dental insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact your school-based HR representative.

Vision Care Plan

Eligible employees who work an average of 30 hours or more each week may enroll in this plan on the first of the month following sixty days of employment.

You will be responsible for the full cost of this plan through payroll deduction.

Complete details of this plan may be obtained from your school-based HR representative.

Information and enrollment forms may be obtained from your school-based HR representative.

Refer to the actual plan document and summary plan description if you have specific questions regarding this benefit plan. Those documents are controlling.

At the end of employment you may be entitled to continuation or conversion of the group vision care insurance plan in accordance with the terms of the policy and/or applicable state and federal law. For more information, contact your school-based HR representative.

COBRA

You and/or your covered dependents will have the opportunity to continue medical and/or dental and vision benefits for a period of up to 36 months under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical and/or dental and vision coverage for you and/or your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical and/or dental and vision plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact your school-based HR representative.

Life Insurance

Eligible employees who work an average of 30 hours or more each week may enroll.

You must complete an insurance form and designate your beneficiary.

The cost of this insurance is fully paid by the employee.

Participating employees may also be covered under the plan's Accidental Death and Dismemberment rider.

You also have the option of purchasing additional insurance through our group plan.

Complete details of this plan may be obtained from your school-based HR representative.

Section 125 Plans

Our school offers a pretax contribution option for employees. This employee benefit is known as a Section 125 plan.

A Section 125 plan is a benefit plan that allows you to make contributions toward premiums for medical insurance, dental insurance, vision care insurance and out-of-pocket medical expenses or dependent care expenses on a “before tax”, rather than an “after tax” basis. Your premium contributions and qualified expenses are deducted from your gross pay before income taxes and Social Security is calculated.

To participate in this plan, complete an election form and return it to your school-based HR representative.

You cannot make any changes to your pretax contributions until the next open enrollment period, unless your family status changes or you become eligible for a special enrollment period due to a loss of coverage. Family status changes include marriage, divorce, death of a spouse or child, birth or adoption of a child or discharge of employment of your spouse. A change in election due to a change in family status is effective the following month.

Short-Term Disability Insurance

You may be eligible for short-term disability insurance benefits if you are ill or injured and unable to work.

Eligible employees who work an average of 30 hours or more each week are eligible for the short-term disability insurance program on the first of the month after 60 consecutive days of employment. This insurance program is designed to provide income for you when you are absent from work for more than 15 calendar days due to non-occupational illness, injury or pregnancy-related disability.

The benefits are calculated as a percentage of your salary up to a weekly maximum of \$500, for up to 13 weeks.

The cost of this insurance is fully paid by the school.

Please check with your school-based HR Representative for additional information concerning this benefit.

Social Security

During your employment, you and the school both contribute funds to the federal government to support the Social Security program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

401(k) Qualified Retirement Plan

Our school provides eligible employees with a 401(k) Qualified Retirement plan which is an excellent means of long-term savings for your retirement.

The plan allows you to elect how much salary you want to contribute so you can tailor your own retirement package to meet your individual needs. The School will provide a match of up to 3% of compensation. The Schools match will be automatically credited to your retirement account. Please note, there is no vesting schedule for your schools match.

Because your contribution to a Retirement/401(k) plan is automatically deducted from your pay before federal and state tax withholdings are calculated, you save tax dollars now by having your current taxable amount reduced. While the amounts deducted generally will be taxed when they are finally distributed, favorable tax rules typically apply to distributions.

You can obtain a copy of the Summary Plan Description which contains the details of the plan including eligibility and benefit provisions from your school-based HR representative. In the event of any conflict in the description of any plan, the official plan documents, which are available for your review, shall govern. If you have any questions regarding this plan, see the plan administrator.

Employee Bonuses

Employees may receive bonuses from time to time. These are based on individual merit, the school's profitability and any other factor(s) deemed significant by the school. Whether or not bonuses are granted and the amounts granted are within the sole discretion of the Board.

Professional Development

Our company believes in supporting the individual growth of its employees. Where it can be demonstrated that the School will benefit from an employee's participation in an educational program or professional organization, with your Site Administrator approval, a portion or all of the related reasonable expenses may be paid by the school. Requests for payment of expenses related to educational programs and professional organizations must be approved in advance by your Site Administrator.

Tuition Assistance Program

The School recognizes that the skills and knowledge of its employees are critical to the success of the institution. The educational assistance program encourages personal development through formal education so that employees can maintain and improve job-related skills or enhance their ability to compete for reasonably attainable jobs within the School.

The following criteria will be used for Tuition Reimbursement for Full-time Certified Teacher Employees:

All full-time certified teachers shall be eligible to receive tuition reimbursement for up to six (6) graduate semester hours, per contract year, from an accredited institution of higher learning at a rate not to exceed \$150.00 per semester hour, up to a total of 36 graduate semester hours leading to an advanced degree in subject field.

1. The period in which the six (6) hours may be taken extends from the fall term to the succeeding fall term for the particular institution the employee is attending. Tuition reimbursement shall be limited to:
 - a. Graduate level courses leading to a Master's Degree, Specialist Degree, or Doctorate Degree in the teacher's subject area.
 - b. Undergraduate and/or graduate level courses leading to state certification in a subject area designated as critical staff shortage area.
 - c. Graduate level courses in the teacher's subject area, in the event the teacher's Master's Degree, Specialist Degree, or Doctorate Degree is not in his/her subject area.
 - d. Graduate level courses leading to state certification in Educational Leadership are subject to additional requirements and approvals.
 - i. Employee's wishing to submit Educational Leadership courses for reimbursement must apply prior to beginning the program.

- ii. The application process begins with the Site Administrator at your School.
 - iii. Approval for reimbursement will be based on school needs.
 - iv. A minimum of 3 years teaching experience is required. In addition, one (1) year must have been at an Odyssey Charter School, Inc. School.
 - v. All evaluations must be excellent.
2. Teachers receiving reimbursement must have obtained a “B” average or better in the course(s) for which reimbursement is expected.
 3. In order to receive reimbursement, receipt(s) for paid tuition and official transcript(s) shall be submitted to the Human Resources Department upon completion of the course(s), along with the completed tuition reimbursement request form.
 4. Request for reimbursement must be submitted within 90 days of completion of the course. You must provide the tuition reimbursement request form, transcripts and a copy of the paid receipt. Please note, you will not be reimbursed for parking decals, etc.

Child Care

Employees may participate in the before-care and after-care program for their children at a reduced cost established yearly by the OCS Board of Directors. Full day care or care during in-service days shall be at a reduced fee also determined by the OCS Board of Directors.

Employee Assistance Program

Eligible full-time and part-time employees may participate in our employee assistance program after completing sixty days of employment.

Our BalanceWorks®, Employee Assistance Program (EAP), and Work/Life Benefit help eligible employees and their immediate families with a wide range of problems. Situations addressed by the EAP include marriage and family problems, emotional problems, alcoholism and alcohol abuse, drug abuse and dependency, financial problems, compulsive gambling and eating disorders. Your conversations and all records are strictly confidential.

The administrative cost of this program is fully paid by the school.

Additional information regarding this program is available at www.eniweb.com or by calling 1-800-EAPCALL. Complete details of this program may be obtained from your school-based HR representative.

Confidentiality of Parents and Student Matters

Our professional ethics require that each employee maintain the highest degree of confidentiality when handling parents and student matters.

To maintain this professional confidence, no employee shall disclose parents and student information to other parents and students, friends, or members of one's own family.

Questions concerning parents and student confidentiality may be addressed with your Site Administrator.

Discussions with Parents and Students

When working with a parents and student, you may be asked to offer specific suggestions or comments regarding his or her practices.

Prior to discussing any suggestions with a parents and student, your recommendations must first be approved by your Site Administrator.

Employee-Student Relationships

All personnel are strictly prohibited from engaging in unacceptable relationships and/or communications with students. This includes, but is not limited to the following: dating, and form of sexual touching or behavior, making sexual, indecent or illegal proposals, gestures or

comments, and/or demonstrating any other behavior which gives an appearance of impropriety.

Treating students under their care kindly, considerately, and humanely, administering discipline in accordance with regulations of the State Board of Education and the School Board, provided that in no case shall cruel or inhumane punishment be administered to any child attending the public schools; the students to observe personal cleanliness, neatness, order, promptness, and gentility of manners, to avoid vulgarity and profanity, and to cultivate habits of industry and economy, a regard for the rights and feelings of others, and responsibilities and duties as citizens. If any staff member is aware of another staff member conducting inappropriate behavior with a student, he/she must report it to the Administration immediately.

Professional Judgment

1. Maintain a professional barrier between you and the students. You are the adult, teacher, and the professional; act like the expert, not like another one of the "kids". Teachers should not give out personal e-mail addresses or cell phone numbers; only their work e-mail address.
2. Keep the classroom door open when talking with students.
3. Refer students to the appropriate resource person for counseling and/or discussions about personal matters.
4. Do not flirt with students.
5. Do not participate in making inappropriate jokes or allow your students to make inappropriate jokes.
6. Do not discuss your personal life or personal matters with students. Do not discuss you

husband, wife, girlfriend, boyfriend, or dates with students.

7. When transporting students, coordinate transportation ahead of time, and use school or mass transportation if possible. If necessary, call a taxi for the student. If you must transport a student in your vehicle, ask a co-worker to accompany you.
8. Avoid leaving your students unsupervised; have an alternative plan of action.
9. Keep your hands and other parts of your body to yourself.
10. Use verbal praise and reinforcement.
11. Know your school policies and District and State laws governing corporal punishment. Establish and follow a consistent behavior plan. Treat each student with respect. Know the student's rights.
12. Chaperone only school-sponsored functions. Do not socialize with students. If you chaperone a field trip, put in writing what your responsibilities will be.
13. Do not drink alcoholic beverages in front of your students, while representing the School or wearing your school uniform.
14. Do not take children home with you.
15. Do not make telephone calls or write notes of a personal nature to students.
16. Do not harass students; respect their differences. What you intend as humor, may in fact, be cultural bias or harassment.
17. Keep your co-workers and supervisors informed; work and communicate as a team; plan and teach together.
18. Communicate with parents and document your communication.
19. Dress and act appropriately and professionally. You are a role model in the community as well as in the school; be a good example for students.

20. Use common sense and judgment.
21. Avoid putting yourself in a position where you have to defend, explain, or justify your behavior or actions.
22. Maintain a professional reputation in the community. Even when you are off the job, be discreet.

****Non-Instructional Personnel****

1. Do not discipline, counsel, or touch students. Notify an administrator if you believe a student is misbehaving.
2. Do not flirt with students, staff members, or co-workers.
3. Do not discuss your personal life or personal matters with students, staff members, and co-workers.
4. Know and follow your school's policy regarding reporting absences and tardies. Be present and on time each day.
5. Wear your uniform if your job requires it. Otherwise, professional dress and appropriate footwear is required.
6. Do not use profanity.

Self-Reporting Rule

All employees shall self-report, in writing, to the Site Administrator and the Human Resources Department at Green Apple School Management, LLC, within forty-eight (48) hours of any arrests, citations, or charges involving the abuse of a child, the sale and/or possession of a controlled substance, or charges involving sexual misconduct, sexual battery, possession (including e-mail transmission) or sale of pornography involving minors, and sexual relations with students.

Such notice shall not be considered an admission of guilt nor shall be admissible for any purpose in any proceeding, civil or criminal, administrative or judicial.

It is the responsibility of the employee to immediately notify the Site Administrator and the Human Resources Department at Green Apple School Management, LLC, with forty-eight (48) hours of receipt of notice from the local school district and/or Florida Department of Education of any issues that arise regarding fingerprint clearance and/or the issuance of a Florida teaching certificate.

In addition, all persons shall self-report, in writing, within forty-eight (48) hours, any arrest, conviction, finding of guilt, withholding of adjudication, commitment to a pretrial diversion intervention program, or entering a plea of guilty or nolo contendere for any criminal offense other than minor traffic violations. DUI and DWI are not considered minor and must be reported.

Care of Parents and Student Records

The impression that parents and students have of our school is based, in part, on the way we care for their records. If we are careless with their files and records, parents and students may conclude that we have the same attitude toward our technical work. As professionals, we must respect the confidence in which we are entrusted and ensure that parents and student files are handled with care.

When possible, obtain all material from parents and student files and then return the material back to the files. Material should be returned in the same condition or better than when it was received.

Under no circumstances will outside requests for parents and student material be fulfilled unless prior written permission is received from your Site Administrator.

Social Security Number Privacy and Protection of Personal Information

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with school policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for the information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include Social Security numbers and personal information will be maintained in accordance with federal and state laws.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action up to and including discharge.

Where this school policy and operating procedures may conflict with state law, the state law shall supersede this policy.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

For more information about this policy and the school's operating procedures, please contact your Site Administrator.

Deviations in Parents And Student Records

Occasionally you may find what appears to be an obvious clerical or mathematical error on the part of the parents and student. Mistakes of this nature should tactfully be brought to the attention of the appropriate person. When discussing such an error, be certain of the mistake, be careful with whom it is discussed and most importantly, be diplomatic in handling the misunderstanding.

During your career, you may discover or suspect evidence of theft, embezzlement, defalcation or some other irregular practice on the part of the parents and student or parents and student personnel. If such an event occurs, inform your Site Administrator immediately. Under no circumstances should you discuss the matter with the parents and student or parents and student personnel.

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our school. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your Site Administrator as far in advance as is feasible under the circumstances, but before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours if possible.

No school employee shall be absent from the duties to which he/she has been assigned except as authorized

by the Site Administrator or Designee. An employee who is willfully absent from duty without leave shall forfeit compensation for the time of such absence. His/Her contract or appointment shall be subject to cancellation by the Board and he/she shall be subject to immediate dismissal.

If you are absent for three days without notifying the school, it is assumed that you have voluntarily abandoned your position with the school, and you will be removed from the payroll.

Meal Time – Hourly Staff

A 30-minute, unpaid meal break should be taken each day. Approving the scheduling of this time is the responsibility of your Site Administrator.

Employees will be relieved from duty during their meal break and are not permitted to eat at their work spaces. Employees remaining on work premises during their meal break may eat in the break room, cafeteria or designated areas. Please speak to your Site Administrator for additional information.

Lactation Breaks

The school will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The school will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Notify your Site Administrator to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state or local law, or regulation. If you have knowledge of such a conflict or a potential conflict you should contact your Site Administrator.

Work Assignments

Work assignments will be distributed by your Site Administrator. When necessary, salary employees may be required to work beyond their regularly scheduled hours to complete work assignments or attend meetings outside of school operating hours. When possible, you will be advised of future assignments in advance, so you will have ample time to prepare for the assignment.

Once you have begun an assignment you will report directly to your Site Administrator for all matters relating to its completion.

Contact with the School

The school should know your location at all times during business hours. Your Site Administrator will keep a record of your assignments, and (s)he should be notified of your whereabouts outside the school during working hours.

On The Job Training

The initiation of all on-the-job training for employees within your department is the responsibility of your Site Administrator. This may include safety training, participation in off-site training and continuing education when necessary for job safety and work performance. Training will be conducted during regular working hours whenever possible.

The school will pay for any required training programs. Employees may be tested from time to time to evaluate the effectiveness of the training program.

If you have any questions regarding training, please see your Site Administrator.

Access to Personnel Files

Upon written request, you may inspect your own personnel file once each year. Inspections will be held on school premises in the presence of a school official. Contact your school-based HR Representative to arrange a time to view these records. You will be permitted to review records related to your qualification for employment, compensation and disciplinary action. You are not permitted access to any letter of reference maintained by the school. If you disagree with the accuracy of any statement in the records and no correction can be agreed upon, you may submit an explanatory statement, which will be attached to the records.

For more information, contact your school-based HR representative.

Computer Software Licensing

The school purchases or licenses the use of various computer software programs. Neither the school nor any of the school's employees have the right to duplicate this computer software or its related documentation. Unauthorized duplication of computer software is a federal offense, punishable by up to a \$250,000 fine and up to five years in jail.

The school does not condone the illegal duplication of software. You must use the software in accordance with the license agreement. This policy applies not only to individual desktop computers and laptops but to local area networks as well.

Employees learning of any misuse of software or related documentation within the school shall notify a member of management. Employees who reproduce, acquire or use unauthorized copies of computer software will be subject to discipline, up to and including discharge.

Non-Solicitation

The school believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc.). Such interruptions can be both detrimental to the

quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution by employees of any type (materials, goods, paper) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the school's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on school premises at any time. Literature that violates the school's EEO and No Harassment policies, includes threats of violence, or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents or changes in next of kin and/or beneficiaries should be given to your school-based HR representative promptly.

Personal Relationships in the Workplace

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that may be reasonably expected to lead to the formation of a consensual "romantic" or sexual relationship.

Relatives of current employees may not occupy a position that will be working directly for or supervising their relative. Individuals involved in a dating relationship with a current employee may also not occupy a position that will be working directly for or supervising the employee with whom they are involved in a dating relationship. The School also reserves the right to take prompt action if an actual or potential conflict of interest arises involving relatives or individuals involved in a

dating relationship who occupy positions at any level (higher or lower) in the same line of authority that may affect the review of employment decisions.

If a relative relationship or dating relationship is established after employment between employees who are in a reporting situation described above, it is the responsibility and obligation of the supervisor involved in the relationship to disclose the existence of the relationship to management. The individuals concerned will be given the opportunity to decide who is to be transferred to another available position. If that decision is not made within thirty (30) calendar days, management will decide who is to be transferred or, if necessary, terminated from employment.

In other cases where a conflict or the potential for conflict arises because of the relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. Employees in a close personal relationship should refrain from public workplace displays of affection or excessive personal conversation.

Travel/Expense Accounts

The company will reimburse employees for reasonable expenses incurred through pre-approved business travel or approved business related expenses.

The following business travel expenses will be reimbursed:

- Travel Expense
- Automobile/Mileage
- Lodging

Tips

Business Meals (in accordance with our per diem rates; room service excluded)

This list is not all-inclusive. Employees who are involved in an accident while traveling on business must promptly report the incident to their immediate supervisor. Vehicles owned, leased, or rented by the School may not be used for personal use without prior approval. Car rental insurance is not a reimbursable expense. See your Site Administrator regarding additional reimbursable business travel expenses. When travel is completed, employees should submit completed travel expense reports within 30 days. Reports should be accompanied by receipts for all individual expenses. The employee should review the form for accuracy of completion, since incomplete forms will only delay reimbursement.

Abuse of this business travel expenses policy, including falsifying expense reports to reflect costs not incurred by the employee, can be grounds for disciplinary action, up to and including termination of employment.

Other Business Expenses

Employees will be reimbursed for all approved business-related expenses, upon submission of an accurate and receipted Expense Reimbursement Form. All requests for the expenditure of funds must be approved by the Site Administrator prior to the purchase. Unapproved purchases may not be subject to reimbursement. All invoices must be checked for accuracy and signed by the employee making the purchase and approved in writing by the Site Administrator.

When it is absolutely necessary to buy something for which the employee expects to be reimbursed and which cannot be charged, the employee shall secure a signed sales slip or invoice marked PAID before making a request for reimbursement. NO reimbursement shall be

made on purchases without prior approval. No member of the administrative or instructional staff is authorized to contract for services without the express written consent from the Site Administrator. The school is exempt from paying sales tax. The school's tax number shall be given to the company from which goods are bought for the school.

Identification Badges

You will be issued an identification badge upon hire. It must be worn where it can be seen at all times when you are working.

Visitors must wear a badge if they will be going beyond the reception area.

Visitors

If you are expecting a visitor, please notify your Site Administrator. All visitors must first check in at the reception area. Visitors are not allowed in any area of the building without being accompanied by an authorized employee. Under no circumstances will visitors be allowed in confidential, unauthorized or potentially hazardous areas.

Punching In and Out

A biometric time clock is used to maintain an accurate record of each employee's location. Please use this time clock whenever you enter or leave our building.

Severe Weather

Severe weather is to be expected during certain months of the year. Although driving may at times be difficult, when caution is exercised the roads are normally passable. Except in cases of severe storms, we are all expected to work our regular hours. Time taken off due to poor weather conditions while the business remains open is unpaid.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

If extreme weather conditions require closing of the building, you will be notified by your Site Administrator.

Natural Disasters

Natural disasters, including earthquakes, hurricanes, mudslides, floods and fires are to be expected from time to time. Although driving may be difficult in some areas due to damaged freeways and streets, when caution is exercised the roads are normally passable or alternate routes are available. Except in severe cases, we are all expected to work our regular hours. Time taken off due

to natural disasters while the business remains open is unpaid.

If extreme weather conditions require closing of the building, you will be notified by your Site Administrator. When operations are officially closed due to emergency conditions, the time off from scheduled work will be paid. Employees in essential operations may be asked to work on a day when operations are officially closed. In these circumstances, employees who work will receive regular pay. The school may resume operations before the school district.

Personal Telephone Calls

It is important to keep our telephone lines free for parents and student calls. Although the occasional use of the school's telephones for a personal emergency may be necessary, routine personal calls should be kept to a minimum.

Unless used for business purposes, personal cellular telephones must be turned off or set to a silent alert during working hours while on school premises.

Using cellular telephones to text message during working hours while on school premises is discouraged.

Acceptable Use of Electronic Communications

This policy contains guidelines for electronic communications created, sent, received, used,

transmitted, or stored using the school's communication systems or equipment and employee provided systems or equipment used either in the workplace, during working time or to accomplish work tasks. "Electronic communications" include, among other things, messages, images, text data or any other information used in e-mail, instant messages, text messages, voice mail, fax machines, computers, personal digital assistants (including Blackberry, iPhone, iPad or similar devices), pagers, telephones, cellular and mobile phones including those with cameras, Intranet, Internet, back-up storage, information on a memory or flash key or card, jump or zip drive or any other type of internal or external removable storage drives. In the remainder of this policy, all of these communication devices are collectively referred to as "systems."

Acceptable Uses of Our Systems: Employees may use our systems to communicate internally with co-workers or externally with parents and students and other business acquaintances for business purposes.

School Control of Systems and Electronic Communications: All electronic communications contained in school systems are school records and/or property. Although an employee may have an individual password to access our systems, the systems and communications belong to the school. The systems and electronic communications are accessible to the school at all times including periodic unannounced inspections. Our systems and electronic communications are subject to use, access, monitoring, review, recording and disclosure without further notice. Employee communications on our system are not confidential or private.

The school's right to use, access, monitor, record and disclose electronic communications without further notice applies equally to employee-provided systems or

equipment used in the workplace, during working time, or to accomplish work tasks.

Personal Use of Our Systems: Personal communications in our systems are treated the same as all other electronic communications and will be used, accessed, recorded, monitored, and disclosed by the school at any time without further notice. Since all electronic communications and systems can be accessed without advance notice, employees should not use our systems for communication or information that employees would not want revealed to third parties. Personal use of our system should be limited to non-working time. Personal use of our system must be conducted in such a manner that it does not affect smooth system operation or use a disproportional amount of the system's functional capacity.

Proprietary Business Information: Proprietary business information means confidential and proprietary information related to the school's trade secrets, business models, parents and student lists, vendor agreements, strategic business or marketing plans, contracts, non-public financial performance information and other information that derives economic value by being protected from public consumption or competitors may only be used on school systems. Proprietary business information may not be downloaded, saved, or sent to a personal laptop, personal storage device, or personal email account under any circumstances without advance written approval from a member of management. Proprietary business information does not restrict employee rights to discuss their wages, hours or other terms of employment.

Prohibited Uses of Our Systems: Employees may not use school systems in a manner that is unlawful, wasteful of school resources, or unreasonably compromises employee productivity or the overall integrity or stability of the school's systems. These tools

are provided to assist employees with the execution of their job duties and should not be abused. Examples of prohibited uses include, among other things, sexually explicit messages, images, cartoons, or jokes; propositions or love letters; ethnic or racial slurs; or any other message or image that may be in violation of school policies.

In addition, employees may not use our school systems:

- To download, save, send or access any discriminatory, obscene, or malicious or knowingly false material;
- To download, save, send or access any music, audio or video file unless business related;
- To download anything from the internet (including shareware or free software) without the advance written permission of your Site Administrator;
- To download, save, send or access any site or content that the school might deem "adult entertainment;"
- To attempt or to gain unauthorized or unlawful access to computers, equipment, networks, or systems of the school or any other person or entity;
- In connection with any infringement of intellectual property rights, including but not limited to copyrights;
- In connection with the violation or attempted violation of any law; and
- To transmit proprietary business information or client material such as pricing information or trade secrets.

Electronic Forgery: An employee may not misrepresent, disguise, or conceal his or her identity or another's identity in any way while using electronic communications; make changes to electronic communications without clearly indicating such changes;

or use another person's account, mail box, password, etc. without prior written approval of the account owner and without identifying the actual author.

Intellectual Property Rights: Employees must always respect intellectual property rights such as copyrights and trademarks.

System Integrity, Security, and Encryption: All systems passwords and encryption keys must be available and known to the school. You may not install password or encryption programs without the written permission of the Technology Manager. Employees may not use the passwords and encryption keys belonging to others.

Applicable Laws: Numerous state and federal laws apply to electronic communications. The school complies with applicable laws. Employees also must comply with applicable laws and should recognize that an employee could be personally liable and/or subject to fine and imprisonment for violation of applicable laws.

Consequences of Policy Violations: Violations of this policy may result in disciplinary action up to and including immediate termination of an employee's employment as well as possible civil liabilities or criminal prosecution. Where appropriate, the school may advise legal officials or appropriate third parties of policy violations and cooperate with official investigations. We will not, of course, retaliate against anyone who reports possible policy violations or assists with investigations.

If you have questions about the acceptable use of our systems or the content of electronic communications, ask the Technology Manager for advance clarification.

Social Media

“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 the school.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem-solving procedure than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames parents and students, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the school, fellow employees, parents and students, and people working on behalf of the school or competitors.

Do not create a link from your blog, website or other social networking site to the school's website without identifying yourself as a school employee. Express only your personal opinions. Never represent yourself as a spokesperson for the school or make knowingly false representations about your credentials or your work. If the school is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the school. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the school." You must refrain from using social media while on working time, unless authorized by the school.

Employees are encouraged to report violations of this policy. The school prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the school complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

If you have questions or need further guidance, please contact your Site Administrator.

Security of Electronic Devices

Each employee provided with a laptop computer, iPad, iPhone, smart phone, tablet or similar device is responsible for the physical security of that device. All devices acquired for or on behalf of the school are school property. The device must be locked up and stored in a secure location when it is not in the immediate possession of the authorized user. In addition, the user must return the device immediately upon request of the school. You must notify the Technology Manager immediately if the device is lost, stolen, misplaced, or damaged. All work created or performed on the device is school property. The device is subject to inspection by the school at any time without further advance notice. The device must be used in a manner that complies with all school policies including the Acceptable Use of Electronic Communications, Confidentiality of Parents and student Matters, and Care of Parents and student Records.

Violations of this policy may be grounds for disciplinary action up to and including discharge.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our parents and students' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct parents and student contact, you represent the school with your appearance as well as your actions. The properly-attired individual helps to create a

favorable image for the school, to the public and fellow employees.

The school maintains a business casual environment. All employees should use discretion in wearing attire that is appropriate for their job.

Without unduly restricting individual tastes, the following personal appearance guidelines should be followed:

- Company provided shirts must be worn.
- Shoes must provide safe, secure footing, and offer protection against hazards.
- Canvas or athletic type shoes are not appropriate professional attire. No flip flops or beach footwear.
- Tank tops, tube or halter tops, or shorts may not be worn under any circumstances.
- Mustaches and beards must be clean, well-trimmed, and neat.
- Hairstyles are expected to be in good taste.
- Unnaturally colored hair and extreme hairstyles, such as spiked hair and shaved heads, do not present an appropriate professional appearance.
- Long hairstyles should be worn with hair pulled back off the face and neck to avoid interfering with job performance.
- Excessive makeup is not permitted.
- Offensive body odor and poor personal hygiene is not professionally acceptable.
- Jewelry should not be functionally restrictive, dangerous to job performance, or excessive.
- Facial jewelry, such as eyebrow rings, nose rings, lip rings, and tongue studs, is not professionally appropriate and must not be worn during business hours.
- Multiple ear piercings (more than one ring in each ear) are not professionally appropriate and must not be worn during business hours.

- Torso body piercings with visible jewelry or jewelry that can be seen through or under clothing must not be worn during business hours.
- Visible tattoos and similar body art must be covered during business hours.

Dress-Down Fridays

- Knee-length walking shorts, or
- Dark-wash intact jeans with no rips
- No leggings

Personal Hygiene

Maintaining a professional, business-like appearance is very important to the success of our school. Part of the impression you make on others depends on your choice of dress, personal hygiene and courteous behavior. A daily regimen of good grooming and hygiene is expected of everyone. Please ensure that you maintain good personal hygiene habits. While at work, you are required to be clean, dressed appropriately and well groomed.

Reference Checks

Our school will not honor any oral requests for references. All requests must be in writing and on school letterhead. Generally, we will only confirm our employees' dates of employment, salary history, and job title.

Under no circumstances should an employee provide another individual with information regarding current or former employees of our school. If you receive a request for reference information, please forward it to your school-based HR representative.

Outside Employment

We hope that you will not find it necessary to seek additional outside employment. However, if you are planning to accept an outside position, you must notify your Site Administrator in writing.

Outside employment must not conflict in any way with your responsibilities within our school. You may not work for competitors nor may you take an ownership position with a competitor.

Employees may not conduct outside work or use school property, equipment or facilities in connection with outside work while on school time.

Parking

Parking facilities are available to employees. You are required to park in the areas designated during the employee orientation session by your Site Administrator.

The school is not responsible for loss, damage or theft of your vehicle. Therefore, we suggest that you lock your vehicle doors.

Bulletin Board

The school maintains a bulletin board(s) in our facility as an important source of information. These bulletin boards are to be used solely for school announcements and government postings.

Lunch Room

A lunch room is available for your use. Although the school provides general custodial care, you are expected to clean up after eating. This room should be kept clean for the next person's use.

Contact with the Media

All media inquiries regarding the school and its operations must be referred to your Site Administrator. The authorization to make or approve public statements on behalf of the school rests solely with your Site Administrator. No employees, unless specifically designated by your Site Administrator, are authorized to make statements on behalf of or as a representative of the school.

Candidate for Political Office

In view of employment obligations, a school employee who offers himself/herself as a candidate for public office shall notify the Site Administrator immediately upon qualifying for election. He/She shall file with the Site Administrator a written plan to conduct a campaign that will not interfere with fulfilling his/her obligations to the School.

Supporting Political Candidates

No employee shall solicit support for any political candidate during regular work hours or on school property. Candidates for public office or their representatives shall not be permitted to solicit support during the employee's regular work hours or on school property without the written permission of the Site Administrator.

Office Supplies

Our school maintains a stock of basic office supplies such as pens, paper clips, staples, note pads, etc. used on a day-to-day basis by employees. All office supplies will be provided to you by your Site Administrator.

If you need additional items not regularly stocked, please speak to your Site Administrator to place a special order.

All office supplies are for business use only and should not be removed from the office for non-business use. Violations of this policy may result in disciplinary action up to and including discharge.

If You Must Leave Us

Should you decide to leave your employment with us, we ask that educators provide at least 30 days' advance notice to the school. All other employees are asked to provide at least two weeks' advance written notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the school.

Employee benefits will be affected by employment termination in the following manner. All accrued, vested benefits that are due and payable at termination will be paid. Some benefits may be continued at the employee's expense if the employee so chooses. The employee will be notified in writing of the benefits that may be continued and of the terms, conditions, and limitations of such continuance.

Employees who are rehired following a break in service, other than an approved leave of absence, must serve a new initial introductory period whether or not such a

period was previously completed. Such employees are considered new employees from the effective date of their reemployment for all purposes, including the purposes of measuring benefits.

Generally, we will confirm upon request our employees' dates of employment, salary history, and job title.

Additionally, all resigning employees should complete a brief exit interview prior to leaving. All school property must be returned at the end of employment. Otherwise, the school may take action to recoup any replacement costs and/or seek the return of school property through appropriate legal recourse.

You should notify the school if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Non-Competition

The Teacher agrees that in the event of his/her breach of any term and/or condition of this Agreement, she/he will not thereafter, either directly or indirectly, seek employment for a period of (3) months after leaving said employment with any school, private or public, within a ten (10) mile radius of their OCS School, for a period of 12 months after separating from employment with the school.

Safety Training

In addition to “Each Employee’s Responsibility” and “Hazard Communication” policies of the PEO Employee Handbook, if any employee believes that they are being exposed to a known or suspected hazard when working with toxic chemicals or substances, the employee has the right under the Hazard Communications Law to know about such hazards through Material Safety Data Sheets (MSDS). A supervisor will review the MSDS with employees. In addition, employees will receive information on what hazardous substances are in the work area and regular training on the adverse effects of each toxic substance with which the employee may come into contact in the workplace. Employees will be protected against discipline or termination that results from exercising employee rights under the law.

All employees shall have appropriate training on procedures to protect them from blood borne pathogens, including universal precautions; and have understanding on the use of personal protective equipment. Universal precautions shall be observed to prevent contact with blood or other potentially infectious materials. Under circumstances in which differentiation between body fluid types is difficult or impossible, all fluids shall be considered potentially infectious. (OSHA 1910.1030)

If an employee has not been offered the opportunity for safety training, it is the employee’s responsibility to notify the Site Administrator to receive such training.

Fire Drills

Fire drills are scheduled periodically throughout the year. These drills are an important aspect in employee safety. We expect your complete cooperation during these drills. If you have any questions concerning evacuation procedures, see your Site Administrator.

Workplace Searches

To protect the property and to ensure the safety of all employees, parents and students and the school, the school reserves the right to conduct personal searches consistent with state law, and to inspect any packages, parcels, purses, handbags, brief cases, lunch boxes or any other possessions or articles carried to and from the school's property. In addition, the school reserves the right to search any employee's office, desk, files, locker, equipment or any other area or article on our premises. In this regard, it should be noted that all offices, desks, files, lockers, equipment, etc. are the property of the school, and are issued for the use of employees only during their employment. Inspection may be conducted at any time at the discretion of the school.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. Employees working on or entering or leaving the premises who refuse to cooperate in an inspection, as well as employees who after the inspection are believed to be in possession of stolen property or illegal substances, will be subject to disciplinary action, up to and including discharge, if upon investigation they are found to be in violation of the school's security procedures or any other school rules and regulations.

Whistleblower Policy

Whereas the Board of Directors of Odyssey Charter School, Inc. has determined that it would be in the best interests of the School to consider and to adopt a written policy relating to whistle blowers;

Whereas, the Board of Directors has reviewed the terms of the following policy, and following a report from counsel and discussion at a duly called meeting of the Board;

It is hereby resolved by the Board of Directors that the following policy is hereby adopted and ratified:

No employee of the School or person acting on behalf of the School in attempting to comply with any policy established by Odyssey Charter School, Inc. (including ethics, conflicts, or anti-fraud) shall:

- Be dismissed or threatened to be dismissed;
- be disciplines or suspended or threatened to be disciplined or suspended;
- be penalized or any other retribution imposed, or
- be intimidated or coerced,

Based to any extent upon the fact that the employee has reported an incident or participated in an investigation in accordance with the requirements of this policy. Violation of this section of the policy will result in disciplinary action, up to and including dismissal.

Smoking in the Workplace

Our school is committed to providing a safe and healthy environment for employees and visitors. Smoking, including the use of e-cigarettes, is not permitted.

Violations of this policy may result in disciplinary action, up to and including discharge.

In An Emergency

Your Site Administrator should be notified immediately when an emergency occurs. Emergencies include all accidents, medical situations, bomb threats, other threats of violence, and the smell of smoke. In the absence of your Site Administrator, contact the nearest school official.

Should an emergency result in the need to communicate information to employees outside of business hours, your Site Administrator will contact you. Therefore, it is important that employees keep their personal emergency contact information up to date. Notify your Site Administrator when this information changes.

When events warrant an evacuation of the building, you should follow the instructions of your Site Administrator or any other member of management. You should leave the building in a quick and orderly manner. You should assemble at the pre-determined location as communicated to you by your Site Administrator to await further instructions or information.

Please direct any questions you may have about the school's emergency procedures to your Site Administrator.

Substance Abuse

The school has vital interests in ensuring a safe, healthy and efficient working environment for our employees, their co-workers and the parents and students we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the school the following substance abuse policy.

The school has implemented a drug testing program in compliance with local, state and federal laws. Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale or possession of illegal or unauthorized substances and alcohol in the workplace including: on school paid time, on school premises, in school vehicles, or while engaged in school activities. Our employees are also prohibited from reporting for duty or remaining on duty with any alcohol in their systems. Employees are further prohibited from consuming alcohol during working hours, including meal and break periods.

Your employment or continued employment with the school is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the school maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The school will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence and other measures consistent with the school's policies and applicable federal, state or local laws.

The school further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of school issued lockers, desks or other suspected areas of concealment, as well as an employee's personal property when the school has reasonable suspicion to believe that the employee has violated this substance abuse policy.

Although the state has legalized marijuana for medicinal purposes, the school is not required to allow the medicinal use of marijuana in the workplace. Use is strictly prohibited on school property and may result in discipline, up to and including immediate discharge.

This policy represents management guidelines. For more information, please speak to your Site Administrator.

Receipt of Employee Handbook Addendum and Employment-At-Will Statement

This is to acknowledge that I have received a copy of the Odyssey Charter School, Inc. Employee Handbook Addendum and I understand that it contains information about the employment policies and practices of the school. I agree to read and comply with this Employee Handbook Addendum. I understand that the policies outlined in this Employee Handbook Addendum are management guidelines only, which in a developing business will require changes from time to time. I understand that the school retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the school. I understand that this Employee Handbook Addendum supersedes and replaces any and all prior Employee Handbooks Addenda and any inconsistent verbal or written policy statements.

I understand that except for the policy of at-will employment, the school reserves the right to revise, delete and add to the provisions of this Employee Handbook Addendum at any time without further notice. All such revisions, deletions or additions to the Employee Handbook Addendum will be in writing and will be signed by the president of the school. I understand that no oral statements or representations can change the provisions of this Employee Handbook Addendum.

I understand that this Employee Handbook Addendum is not intended to create contractual obligations with respect to any matters it covers and that the Employee Handbook Addendum does not create a contract guaranteeing that I will be employed for any specific time period.

THIS SCHOOL IS AN AT-WILL EMPLOYER. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK ADDENDUM, THE SCHOOL OR I MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK ADDENDUM OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE SCHOOL IS AUTHORIZED TO ENTER INTO AN AGREEMENT— EXPRESS OR IMPLIED—WITH ME OR ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME. ANY AGREEMENT TO EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME WILL BE PUT INTO WRITING AND SIGNED BY THE PRESIDENT OF THE SCHOOL.

I understand that this Employee Handbook Addendum refers to current benefit plans maintained by the school and that I must refer to the actual plan documents and summary plan descriptions as these documents are controlling.

I have read and understand the Paid Time Off (PTO) Policy in this Employee Handbook Addendum.

Initials _____ Date _____

I also understand that if a written contract is inconsistent with the Employee Handbook Addendum, the written contract is controlling.

If I have questions regarding the content or interpretation of this Employee Handbook Addendum, I will ask my supervisor or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

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If I have questions regarding the content or interpretation of this Employee Handbook Addendum, I will ask my supervisor or a member of management.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

EMPLOYEE HANDBOOK

Welcome To Our Company!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with our company and answer many of your initial questions.

As an employee of our company, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality products and services to our customers and to do so more efficiently and economically than our competitors. By satisfying our customers' needs, they will continue to do business with us and will recommend us to others.

You are an important part of this process for your work directly influences our company's reputation.

We are glad you have joined us and we hope you will find your work to be both challenging and rewarding.

Important Definitions

The company has entered into an agreement with Paychex Business Solutions, LLC (herein after referred to as "PBS"), a Professional Employer Organization. This is a co-employment arrangement. PBS was selected by the company to help employees enjoy the many company benefits offered through this concept.

The term *company*, as used throughout this Employee Handbook refers exclusively to your worksite employer who is primarily responsible for directing your day-to-day duties. The terms "we," "us" and "our" refer to the company (your worksite employer) and not PBS, unless otherwise stated.

Please refer to the New Employee Packet you completed prior to receiving this Employee Handbook for additional information.

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The Way We Work

A Word About This Handbook

This Employee Handbook contains information about the employment policies and practices of the company. We expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and the company. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time-to-time. The company retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the company. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements.

The company complies with federal and state law and this handbook and supplement generally reflect those laws. The company also complies with any applicable local laws, even though there may not be an express written policy contained in the handbook.

Except for the policy of at-will employment, the company reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions, or additions must be in writing and must be signed by the President of the company. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period. Any agreement to employment for a specified period of time

will be put into writing and signed by the President of the company.

Any such contract signed by the President of the company is not binding on PBS unless it is also executed by the President of PBS.

Nothing in this Employee Handbook is intended to unlawfully restrict an employee's right to engage in any of the rights guaranteed them by Section 7 of the National Labor Relations Act, including but not limited to, the right to engage in concerted protected activity for the purposes of their mutual aid and/or protection.

Nothing in this Employee Handbook will be interpreted, applied or enforced to interfere with, restrain or coerce employees in the exercise of Section 7 rights.

OUR COMPANY AND PBS ARE AT-WILL EMPLOYERS. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE COMPANY OR PBS MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE OR NOTICE. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT-AT-WILL. NO OFFICER, EMPLOYEE OR REPRESENTATIVE OF THE COMPANY OR PBS IS AUTHORIZED TO ENTER INTO AN AGREEMENT – EXPRESS OR IMPLIED – WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AN AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY. ANY SUCH CONTRACT SIGNED BY THE PRESIDENT OF THE COMPANY IS NOT BINDING ON PBS UNLESS IT IS ALSO EXECUTED BY THE PRESIDENT OF PBS.

When this Employee Handbook refers to current benefit plans maintained by the company and/or PBS, refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

The employment policies and/or benefit summaries found in this Employee Handbook are written for all employees. When questions arise concerning the interpretation of these policies as they relate to employees who are covered by a collective bargaining agreement, the answers will be determined by reference to the actual union contract, rather than the summaries contained in this Employee Handbook.

PBS is not bound by the terms of any contract between an employee and the company unless it is executed by the President of PBS.

If a written contract *between you and the company* is inconsistent with the Employee Handbook, the written contract is controlling. However, as to PBS, the written contract between you and the company does not control if it is inconsistent with the Employee Handbook.

This policy may not be appropriate in its entirety for employees working in Montana. Please see your state-specific employee handbook or speak to your supervisor for additional information.

Equal Employment Opportunity

We are committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: race; color; religion; genetic information; national origin; sex; pregnancy, childbirth, or related medical conditions; age; disability; citizenship status; uniform servicemember status; or any other protected class under federal, state, or local law.

You may discuss equal employment opportunity related questions with your supervisor or any other designated member of management.

Pregnancy Accommodation

The company will provide reasonable accommodations to female employees related to pregnancy, childbirth or related medical conditions, to the extent the accommodation can be made without imposing an undue hardship on the business.

When an employee requests a reasonable accommodation, the company will explore with the employee the possible means of providing the reasonable accommodation, which may include, but are not limited to:

- allowing more frequent breaks or periodic rest;
- assistance with manual labor;
- modifying job duties;
- modifying work hours/schedules;
- temporary transfer to a less strenuous or less hazardous position; or
- providing a leave of absence.

The company may require the employee to provide a certification in connection with a request for reasonable accommodation, that includes the following:

- the date the reasonable accommodation became medically advisable;
- the probable duration of the reasonable accommodation; and
- an explanatory statement as to the medical advisability of the reasonable accommodation.

If leave is provided as a reasonable accommodation, such leave may run concurrently with the federal Family and Medical Leave Act and/or any other leave where permitted by state and federal law.

For more information, or if you require an accommodation, please contact your supervisor.

Americans with Disabilities Act

We are committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for an accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician, or other medical, or rehabilitation professionals. The company will not seek genetic information in connection with requests for accommodation. All medical information received by the company in connection with a request for accommodation will be treated as confidential.

A Word About our Employee Relations Philosophy

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal.

In order to maintain an atmosphere where these goals can be accomplished, we provide a comfortable and progressive workplace. Most importantly, we have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

No Harassment

We prohibit harassment of one employee by another employee, supervisor, or third party for any reason based upon an individual's race; color; religion; genetic information; national origin; sex (including same sex); pregnancy, childbirth, or related medical conditions; age; disability; or any other category protected by federal, state, or local law ("protected class").

Violation of this policy will result in disciplinary action, up to and including immediate discharge.

If you have any questions about what constitutes harassing behavior or what conduct is prohibited by this policy, please discuss the questions with a member of management. At a minimum, the term "harassment" as used in this policy includes any of the following activities pertaining to an individual's protected class:

- Offensive remarks, comments, jokes, slurs, threats, or verbal conduct.
- Offensive pictures, drawings, photographs, figurines, writings, or other graphic images, conduct, or communications, including text messages, instant messages, websites, voicemails, social media postings, e-mails, faxes, and copies.
- Offensive sexual remarks, sexual advances, or requests for sexual favors regardless of the gender of the individuals involved; and
- Offensive physical conduct, including touching and gestures, regardless of the gender of the individuals involved.

We also absolutely prohibit retaliation, which includes: threatening an individual or taking any adverse action against an individual for (1) reporting a possible violation of this policy, or (2) participating in an investigation conducted under this policy.

All members of management are covered by this policy and are prohibited from engaging in any form of harassing, discriminatory, or retaliatory conduct. No member of management has the authority to suggest to any applicant or employee that employment or advancement will be affected by the individual entering into (or refusing to enter into) a personal relationship with any member of management, or for tolerating (or refusing to tolerate) conduct or communication that might violate this policy. Such conduct is a direct violation of this policy.

Even non-employees are covered by this policy. We prohibit harassment, discrimination, or retaliation of our employees in connection with their work by non-employees. Immediately report any harassing or discriminating behavior by non-employees, including vendors, customers, employees of contractors or subcontractors. Any employee who experiences or observes harassment, discrimination, or retaliation should report it using the steps listed below.

If you have any concern that our No Harassment policy may have been violated by anyone, you must immediately report the matter. Due to the very serious nature of harassment, discrimination and retaliation, you must report your concerns to the owner/President of the company at (to be completed by the company including proper name, title, work telephone number, work address and email address):

If an employee makes a report and the owner/President does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to another member of management.

You should report any actions that you believe may violate our policy no matter how slight the actions may seem.

We will investigate the report and then take prompt, appropriate remedial action. The company will protect the confidentiality of employees reporting suspected violations to the extent possible consistent with our investigation.

You will not be penalized or retaliated against for reporting improper conduct, harassment, discrimination, retaliation, or other actions that you believe may violate this policy.

We are serious about enforcing our policy against harassment. Persons who violate this or any other company policy are subject to discipline, up to and including discharge. We cannot resolve a potential policy violation unless we know about it. You are responsible for reporting possible policy violations to us so that we can take appropriate actions to address your concerns.

Additional state-specific requirements may apply. Please see your state-specific employee handbook or speak to your supervisor for additional information.

Categories of Employment

INTRODUCTORY PERIOD - Employees are on an introductory period during their first 90 calendar days of employment with the company and PBS.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

Employees are categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

State laws in Montana may affect this policy. Please speak to your supervisor for additional information.

Certification, Licensing and Other Requirements

You will be informed by your supervisor if there are any licensing, certification, or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

Immigration Reform and Control Act

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements if applicable, we are committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the company.

New Employee Orientation

Upon joining our company, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. He or she is a good source of information about the company and your job.

Suggestions and Ideas

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted to your supervisor.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

Talk to Us

We encourage you to bring your questions, suggestions, and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor or any other member of management so the problem can be settled by examination and discussion of the facts.

Your suggestions and comments on any subject are important and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

Your Pay and Progress

Recording Your Time

Your supervisor will review with you at the time of hire whether you are required to record your hours and if so, how to record them.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

1. Immediately before starting your shift.
2. Immediately after finishing work before your meal period.
3. Immediately before resuming work after your meal period.
4. Immediately after finishing work.
5. Immediately before and after any other time away from work.

Exempt employees may be required to accurately record their time worked in accordance with federal and state wage and hour laws.

All employees subject to this policy are required to accurately record all time worked.

Payday

Please speak to your supervisor for information regarding payday and the pay period end day.

Please review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the situation.

Paycheck Deductions

The company is required by law to make certain mandatory deductions from your paycheck each pay period. Mandatory deductions typically include federal and state taxes and Social Security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

The company will not make deductions to an employee's pay which are prohibited by state or federal law or regulation, including those established by the United States Department of Labor.

If questions or concerns about any pay deductions arise, discuss and resolve them with a member of management.

You will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law. If an error is found, you will receive an immediate adjustment which will be paid no later than your next regular payday.

Garnishment/Child Support

When an employee's wages are garnished by a court order, our company, through PBS, is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. Applicable state and federal guidelines that protect a certain amount of an employee's income from being subject to garnishment will be honored.

Direct Deposit

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program. Where permitted by state law, the company may require you to use direct deposit.

Overtime

There may be times when you will need to work overtime so that we may meet the needs of our clients. Non-exempt employees must have all overtime approved in advance by their supervisor.

Non-exempt employees will be paid at a rate of time and one-half their regular rate of pay for hours worked in excess of 40 hours in a workweek, unless state law or company policy provides otherwise.

Only actual hours worked count toward computing weekly overtime.

Reporting Time Pay

The company will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

Time Away From Work and Other Benefits

Jury Duty

Employees summoned for jury duty are granted an unpaid leave in order to serve.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

When permitted by state law, we expect you to return to your job if you are excused from jury duty during your regular working hours.

We will comply with all applicable state requirements related to jury duty.

Voting Leave

Our company believes that every employee should have the opportunity to vote in a state or federal election, general primary, or special primary. An employee may be granted time off with prior approval from his or her supervisor in accordance with state law. This excused time off if necessary, is unpaid unless state law dictates otherwise. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible.

Military Leave

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Earned vacation (if any) may be used for this leave if the employee chooses, but the company will not require the employee to use vacation.

Military orders should be presented to your supervisor and arrangements for leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to the company unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

Witness Leave

Employees are given the necessary time off to attend or participate in a court proceeding in accordance with state law. This time off is unpaid, unless state law dictates otherwise. We ask that you notify your supervisor of the need to take witness leave as far in advance as possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Unemployment Insurance

Upon separation of employment, you may be entitled to unemployment insurance benefits. Information about unemployment insurance can be obtained from your local state agency.

Workers' Compensation

On the job injuries are covered by a Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job no matter how slight, report the incident to your supervisor as soon as reasonably possible. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident.

Federal Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave.

In general, an FMLA Covered Employer is any person engaged in commerce or in any industry or activity affecting commerce, who employs 50 or more employees for each working day during each of 20 or more calendar workweeks in the current or preceding calendar year. Employees should contact their supervisor to determine whether FMLA is applicable and, if so, whether they may be eligible for leave under this policy.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. be employed by a Covered Employer and work at a worksite location where there are at least 50 employees within 75 miles; and
2. have worked at least 12 months for the Covered Employer in the preceding seven years (limited exceptions apply to the seven-year requirement); and
3. have worked at least 1,250 hours for the Covered Employer over the preceding 12 months.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);
3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);
4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);
5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details); or,
6. to handle certain 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 activity duty status in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave

entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "spouse" is the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state where the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages, or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

Identifying the 12-Month Period

The company measures the 12-month period in which leave is taken by measuring forward from the first day of the FMLA leave taken by an employee. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the company's operations.

Use of Earned Paid Leave

Depending on the purpose of your leave request, you may choose (or the company may require you) to use earned paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the company's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, coverage will be maintained during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that you earned prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the company if the requested leave is for a reason for which FMLA leave was previously taken or certified.

If the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave. If the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the company's normal call-in procedures, absent unusual circumstances.

2. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the company's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to discipline up to and including termination. Second or third medical opinions and periodic re-certifications may also be required;
3. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and
4. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. The company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including termination.

Employer Responsibilities

To the extent required by law, the company will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the company will provide him or her with a notice that specifies any additional information required as well as the employee's rights and responsibilities. If employees

are not eligible, the company will provide a reason for the ineligibility. The company will also inform employees if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the company determines that the leave is not FMLA-protected, the company will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return After FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the company's standard leave of absence and attendance policies. This may result in termination if you have no other company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the company's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Extended Medical Leave

Eligible employees may apply for extended medical leave if he/she has exhausted all other available leave to which they are entitled and it is determined such leave is appropriate and medically confirmed that they will be able to return to duty, with or without a reasonable accommodation, by an acceptable date in the reasonably foreseeable future. The application and supporting documentation must be timely received by

the company. Failure to cooperate or timely submit requested information will result in ineligibility for consideration or cancellation of leave if previously granted.

Employees who take such extended medical leave are not guaranteed to be returned to work or reinstated to a particular job, rate of pay, or shift at the end of his/her extended medical leave. However, the company will attempt to return an employee to his/her regular position if it is available. If it is not available at the time reinstatement is sought, the company will attempt to place the employee in a similar job for which he/she is qualified, if such job is available. Employees on extended medical leave may maintain his/her insurance benefits, subject to policy terms and conditions, by paying the applicable COBRA premiums in a timely manner. Employees on extended medical leave do not earn any additional employee benefits such as paid time off while on extended medical leave.

Other Employment

The company generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employers' Compliance with FMLA and Employee's Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the owner/President, FMLA regulations require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

MILITARY-RELATED FMLA LEAVE

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A "covered servicemember" is either: (1) a current servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in

outpatient status, or is otherwise on the temporary disability retired list; or (2) 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 under conditions other than dishonorable during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran. The period between October 28, 2009 and March 8, 2013 is excluded in determining this five-year period.

The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition." For current servicemembers, the term "serious injury or illness" means an injury or illness that was incurred by the member in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service, that may render them medically unfit to perform the duties of their office, grade, rank or rating.

For covered veterans, this term means a serious injury or illness that was incurred in the line of duty while on active duty in the Armed Forces or that existed before the beginning of active duty and was aggravated by such service and manifested itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when they were a member of the Armed Forces and rendered them unable to perform the duties of their office, grade, rank or rating; (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; (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 be 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.

"Qualifying exigencies" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. Military Caregiver Leave is a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet

all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within

15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of earned paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid "Qualifying Exigency Leave" to tend to certain "exigencies" arising out of the covered active duty or call to covered active duty status of a "military member" (i.e. the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a "single 12-month period"). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.



A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- (1) **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to covered active duty.
- (2) **Military events and related activities.** To attend any official military ceremony, program, or event related to covered active duty or call to covered active duty status or to attend certain family support or assistance programs and informational briefings.
- (3) **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- (4) **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.
- (5) **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, for the military member, or for a child or dependent when necessary as a result

of duty under a call or order to covered active duty.

- (6) **Temporary rest and recuperation.** To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to 15 calendar days of leave for each instance of rest and recuperation.
- (7) **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following termination of the military member's active duty status. This also encompasses leave to address issues that arise from the death of a military member while on active duty status.
- (8) **Parental care.** To care for the military member's parent who is incapable of self-care. The parent must be the military member's biological, adoptive, step, or foster father or mother, or any other individual who stood in loco parentis to the military member when the member was under 18 years of age.
- (9) **Mutually agreed leave.** Other events that arise from the military member's duty under a call or order to active duty, provided that the company and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the military member's active duty or rest and recuperation orders or other military

documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Limited Nature of This Policy

This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The company reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

On the Job

Attendance and Punctuality

Attendance and punctuality are important factors for your success within our company. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours, if possible.

If you are absent for three days without notifying the company, it is assumed that you have voluntarily abandoned your position with the company and you will be removed from the payroll.

Lactation Break

The company will provide a reasonable amount of break time to accommodate a female employee's need to express breast milk for the employee's infant child up to one year of age; unless additional time is required by state law. The break time should, if possible, be taken concurrently with other break periods already provided. Non-exempt employees should clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time generally will be unpaid in accordance with state law. The company will also make a reasonable effort to provide the employee with the use of a room or other location in close proximity to the employee's work area, for the employee to express milk in private.

Employees should notify their supervisor to request time to express breast milk under this policy.

No provision of this policy applies or is enforced if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state or local law, or regulation. Anyone with knowledge of such a conflict or potential conflict should contact their supervisor.

Standards of Conduct

Each employee has an obligation to observe and follow the company's policies and to maintain proper standards of conduct at all times. Failure to adhere to the company's policies will result in corrective disciplinary measures.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay and/or discharge. The appropriate disciplinary action imposed will be determined by the company. The company does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: violation of the company's policies or safety rules; failing to work in a cooperative manner with management, co-workers, customers and others who do business with the Company; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in company activities or in company vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; inappropriate or violent physical contact; harassment, discrimination or retaliation in violation of the Company's EEO and No Harassment policies; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of company property, equipment or facilities in connection with outside work while on company time; poor attendance, or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

Nothing in this policy is designed to modify our employment-at-will policy.

Montana employees please refer to the Standards of Conduct policy found in the state-specific employee handbook for Montana employees.

Client and Public Relations

Our company's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our company may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but when we do we run the risk of losing not only that client, but his or her associates, friends, or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

Non-Solicitation

The company believes employees should have a work environment free from interruptions of a non-work related nature, as work time is for work. When you are to be working you should focus on your duties and not engage in activities that would interfere with your own work or the work of others. For the purpose of this policy, solicitation includes, but is not limited to, for collection of any debt or obligation, for raffles of any kind or chance taking, or for the sale of merchandise or business services, the attempt to sell any product or service (e.g. selling or collecting for Tupperware®, Avon® products, churches, schools, Girl Scout cookies, etc). Such interruptions can be both detrimental to the quality of work and efficiency, and may not be respectful of others job responsibilities and right not to be interrupted.

Employees may not engage in solicitation for any purpose during his/her work time, which includes the working time of the employee who seeks to solicit and the employee who is being solicited. Although solicitation is not encouraged, it is permitted as long as it is limited to the employee's break and lunch time and kept out of active working areas. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Distribution

Distribution of any type (materials, goods, etc.) is prohibited in work areas at any time, whether or not the employees are on working time. Electronic distribution is subject to the company's Acceptable Use of Electronic Communications policy, and may not occur during the employee's working time. Non-employees are prohibited from distributing materials to employees on company premises at any time. Literature that violates the company's EEO and No Harassment policies, includes threats of violence; or is knowingly and recklessly false is never permitted. Nothing in this policy is intended to restrict an employee's statutory rights, including discussing terms and conditions of employment.

Changes in Personal Data

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

Care of Equipment

You are expected to demonstrate proper care when using the company's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your supervisor at once.

Personal Property

The company is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables, should not be left in areas where theft might occur.

Dress Policy

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our clients' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct client contact, you represent the company with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the company to the public and fellow employees.

Protecting Corporate Information

Protecting our company's information is the responsibility of every employee. Do not discuss the company's confidential or proprietary business matters, or share confidential, personal employee information (such as social security numbers, personal banking or medical information) with anyone who does not work for us, such as friends, family members, members of the media, or other business entities.

Confidential information does not include information pertaining to the terms and conditions of an employee's employment, including wages. Nothing in this policy is designed to limit an employee's rights under Section 7 of the National Labor Relations Act.

The company's address shall not be used for the receipt of personal mail.

Conflict of Interest/Code of Ethics

A company's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the company, or any of its clients, for private financial gain, to advance personal financial interests, to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities, or engage in activities, investments or associations that compete with the company, interferes with an employee's business judgment concerning the company's best interests, or exploits an employee's position with the company for personal gain.

The company adheres to the highest legal and ethical standards applicable in our business. The company's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the company shall conduct their personal affairs in such a fashion that their duties and responsibilities to the company are not jeopardized and/or legal questions do not arise with respect to their association or work with the company.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment.

Social Media

“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 the company.

You are more likely to resolve work related complaints by speaking directly with your co-workers or by utilizing our problem solving policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as maliciously false, obscene, threatening or intimidating, that defames customers, competitors, vendors or employees or that might constitute harassment or bullying. Examples of such conduct might include posts meant to put someone in fear for their physical safety or psychological well-being; posts designed to cast someone in a false light to the public; posts that invade a person’s reasonable expectation of privacy; or posts that could contribute to a hostile work environment on the basis of race, age, gender, national origin, color, disability, religion or other status protected by federal, state or local law.

Make sure you are always truthful and accurate when posting information or news. If you make a mistake, correct it quickly. Be open about any previous posts you have altered. Use privacy settings when appropriate. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. The Internet is immediate; nothing that is posted ever truly “expires.” Never post any information or rumors that you know to be false about the company, fellow employees,

customers, and people working on behalf of the Company or competitors.

Do not create a link from your blog, website or other social networking site to the Company's website without identifying yourself as a Company employee. Express only *your* personal opinions. Never represent yourself as a spokesperson for the Company or make knowingly false representations about your credentials or your work. If the Company is a subject of the content you are creating, be clear and open about the fact that you are an employee and make it clear that your views do not represent those of the Company. It is best to include a statement such as "The postings on this site are my own and do not necessarily reflect the views of the Company." You must refrain from using social media while on working time.

Employees are encouraged to report violations of this policy. The company prohibits retaliation against any employee for reporting a possible deviation from this policy or for cooperating in an investigation.

Where applicable, the company complies with state laws concerning access to an employee's personal social networking account, including restrictions concerning employer requests for an employee's username and/or password.

Nothing in this policy is designed to limit an employee's right under Section 7 of the National Labor Relations Act, including discussing wages or other terms of employment.

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

If You Must Leave Us

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the company.

Additionally, all resigning employees must complete a brief exit interview prior to leaving. All company property, including this Employee Handbook, must be returned at the end of employment. Otherwise, the company may take further action to recoup any replacement costs and/or seek the return of company property through appropriate legal recourse.

You should notify the company if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

Safety in the Workplace

Each Employee's Responsibility

Safety can only be achieved through teamwork at our company. Each employee, supervisor, and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor as soon as reasonably possible.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the company's property is forbidden.
3. Use, adjust, and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.
5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
6. Know the locations, contents, and use of first-aid and firefighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.

8. Comply with OSHA standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

Workplace Violence

Violence by an employee or anyone else against an employee, supervisor, or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to company property in the event someone, for whatever reason may be unhappy with a company decision, or action by an employee, or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the company's investigation, may result in disciplinary action, up to and including immediate discharge.

Hazard Communication

The company may use some chemicals (for example, cleaning compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage, and control measures relating to these substances if you will use or likely be exposed to them. You must follow all labeling requirements. Speak to your supervisor regarding the location of Safety Data Sheets (SDS) in your work area.

If you have any questions, ask your supervisor.

Good Housekeeping

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

Smoking in the Workplace

Our company is committed to providing a safe and healthy environment for employees and visitors. To accomplish this goal, smoking and the use of other tobacco products may be prohibited or allowed only in designated areas consistent with applicable state and local laws.

No Weapons in the Workplace

Possession, use or sale of weapons, firearms, or explosives on work premises, while operating company machinery, equipment, or vehicles for work-related purposes or while engaged in company business off premises is forbidden except where expressly authorized by the company or permitted by state and local laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

Substance Abuse

The company has vital interests in ensuring a safe, healthy, and efficient working environment for our employees, their coworkers, and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the company the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale, or possession of illegal substances and alcohol in the workplace including: on company paid time, on company premises, in company vehicles, or while engaged in company activities.

Your employment or continued employment with the company is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the company maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and

alcoholics, and those having a medical history reflecting treatment for substance abuse conditions.

We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others.

The company will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence, and other measures consistent with the company's policies and applicable federal, state, or local laws.

The company further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of company issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the company has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

Where applicable, our company will comply with the provisions of the Drug Free Workplace Act. Please speak with your supervisor for more information regarding our substance abuse policy.

Receipt of Employee Handbook and Employment-At-Will Statement

This is to acknowledge that I have received one copy each of the Employee Handbook and the supplemental

(name of state(s))

Employee Handbook(s) (hereinafter collectively "Employee Handbook") and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligation of employment with the company. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook.

I also acknowledge that my employment with the company and PBS is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or the company, except where state law dictates otherwise. I acknowledge that PBS may terminate the relation with me and/or the company at any time, in which case PBS' co-employment relationship with me will terminate. I acknowledge that no manager or employee has the authority to enter into an employment agreement – express or implied – providing for employment other than at-will.

I also acknowledge that, except for the policy of at-will employment, the company and PBS reserve the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of the company. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the company may be modified at the sole discretion of the company, with or without cause or notice, at any time.

No implied contract concerning any employment related decision, term of employment or condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that the foregoing agreement concerning my at-will employment status and the company's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the company concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the company and that no officer, employee, or representative of the company is authorized to enter into an agreement-express or implied-with me or any employee for employment for a specified period of time. Any agreement to employment for a specified period of time will be put into writing and signed by the President of the company. Any such contract signed by the President of the company is not binding on PBS unless it is also executed by the President of PBS.

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my supervisor.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____

Receipt of Employee Handbook (Montana Employees)

I have this day received one copy each of the Employee Handbook and the supplemental Montana Employee Handbook(s) (hereinafter collectively "Employee Handbook") and I understand that I am responsible for reading the personnel policies and practices described within. I understand that this handbook replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements.

I further understand that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment with the company and PBS is not for a specified period of time. I acknowledge that during the first 180 days of employment, the company or I may terminate the employment relationship at any time, for any reason, with or without cause or notice. Nothing in the Employee Handbook or in any document or statement, written or oral, shall limit the right to termination of employment at-will during the probationary period. I also acknowledge that after the probationary period, I have the right to terminate my employment at any time for any reason and that the company has the right to terminate my employment at any time for "good cause" or any other reason allowed by law with or without notice. No supervisor or representative of the company or PBS, other than the Presidents, has any authority to enter into any agreement express or implied for employment for any specified period of time. Any agreement to employment for a specified period of time will be put into writing and signed by the President of the company. Any such contract signed by the President of the company is not binding on PBS unless it is also executed by the President of PBS.

I agree to abide by the policies and procedures contained therein. I understand that the company and PBS reserve the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the President of the company. No oral statements or representations can change the provisions of this Employee Handbook. I understand that this Employee Handbook is for informational purposes only.

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my supervisor.

NAME _____

DATE _____

EMPLOYEE
SIGNATURE _____