



The Explor*i*s School

Personnel Handbook

2019-2020

Exploris Personnel Handbook

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1 INTRODUCTION TO EXPLORIS

1.1 Our Mission

The Exploris School is a diverse learning community that engages students in a challenging, relevant,

relationship-based education. Through experiential, project-based learning we empower students to foster a just and sustainable world.

Exploris opened as one of the first charter schools in North Carolina in 1997. The school was attached to the Exploris Museum, an interactive museum with an international focus, and enrolled 53 sixth grade students from Wake and Johnston counties in its first year. As a Global Education school, its early mission was to help people of all ages learn to respect differences and appreciate similarities. Exploris was heralded as an adolescent-centered, self-directed learning environment that engaged students actively, taking an integrated approach to learning using major themes and projects. From its inception, the school sought to provide a nurturing and respectful atmosphere with high expectations for all learners.

Keeping Exploris' mission at the forefront, Exploris fosters a collaborative, real-world approach to curriculum design and implementation. Using national and state standards as a jumping off point, teachers work together to create a compelling lens that drives the acquisition of content and skills. Teachers seek out university, governmental, and industry partnerships that add to the content-knowledge delivered to students. From these experts, teachers also learn of current, complex issues that help to contextualize student learning and make it relevant for students. By tackling current issues and working with experts to brainstorm solutions, students feel like they have something to offer the world. The work of Exploris students matters today.

Gone are the ringing bells, rows of desks, and fill-in-the blank worksheets. For most of the day, students and teachers are engaged in challenging learning experiences that explore a topic or theme in depth. Their studies call for intellectual inquiry, physical exploration, and community service. On a given day, these explorations may take them outside the school building to do environmental research, conduct interviews in local businesses, or carry out other fieldwork assignments. Students work individually, in small groups, and as a member of their "crew" or class. Together they learn to draw on the strengths of a whole class.

1.2 Our Vision

Empowering learners to improve our world.

1.3 Core Values



Exploris has been serving students in the downtown Raleigh community for over 20 years and is committed to growing our school in size and diversity to expand support and opportunity for all students. Our educational program is built around four core pillars: Global Education, Project Based Learning, Co-Teaching, and Responsive Classroom. The articulation of our core values ground the school in our educational approach and community partnerships.

INNOVATION - In a constantly changing world, the ability to approach challenges in a new way is vital. Exploris teachers and students approach the learning process through divergent thinking, creativity, ideation, and risk-taking.

SOCIAL EMPOWERMENT - Students learn best when they are exposed to meaningful, complex issues that are applicable to their own lives. Teachers engage students in current, relevant issues by solving authentic problems that are being addressed beyond the four walls of the school building. Students realize that they have the power to change how their world works. They know how to navigate public systems, lobby public officials, and present their research and opinions as responsible citizens. Student work is tangibly connected not only to the local community, but to other regions of the world and to past and future events.

RELATIONSHIPS - A nurturing school environment is one where students are encouraged to build and maintain positive relationships and collaborate with their teachers, parents, peers, and community. With a keen understanding of the unique development of the age group which they teach, teachers are intentional about the structures and relationship-building activities that they design. Positive relationships and collaboration results in a tapestry of learners who know they can depend on each other and work together in almost any situation. The end-product is deeper, and Exploris students experience a collective sense of accomplishment and ownership.

REFLECTION - In an ever changing world of new ideas, the importance of reflecting on one's own thinking and the thinking of others cannot be underestimated. Exploris values the creation of time to slow down, to reflect, and to build connections.

CRAFTSMANSHIP - Producing an exemplary product is challenging. It takes attention to detail, grit, perseverance, revision, and tenacity. It takes a growth mindset and a dedication to competing with one's own personal best.

CURIOSITY - True knowledge does not occur without curiosity. Students are empowered to ask questions about the world around them and to explore possible answers.

RESPONSIBILITY - Students will take ownership of their learning and accountability for their actions and behavior. Students will recognize the importance of character, integrity, and honesty.

CONNECTIONS TO NATURE - When students witness the power and elements of the natural world through adventure and stewardship, they begin to view themselves as just one species within a larger system.

Our goal is to have the internal operations of the organization reflect the school's mission, vision, and values. Because you are a part of the The Exploris School family, we ask your partnership in ensuring that the professional experience is positive and rewarding for you and the entire Exploris community.

This handbook sets forth the policies and practices that apply to the staff of The Exploris School. You are encouraged to consult the administrative staff for additional information regarding the policies, practices, and benefits described in this manual.

This manual does not constitute a contract between The Exploris School and its employees.

2

BASIC WORK STANDARDS

2.1 Staff Hours

While Exploris is committed to providing a flexible work schedule that meets the requirements of the position and the employee, the mission of the school is founded upon the engagement of students. The school day for teaching staff begins at 7:55 AM and typically ends at 3:45 PM, although after school meetings and events, such as faculty meetings, IEPs, curriculum and showcase nights, school dances, etc., may necessitate a need to stay beyond the 3:45 PM time. Weekly faculty meetings are scheduled on Wednesdays till 5 pm. Staff should plan to work when students are in session, and submit a leave request for time off to attend any off-campus appointments. Office staff hours at both campuses will be 8 am - 4 pm.

Commented [1]: 7:45
Trying to keep all staff on same work schedule.

2.2 Field Experiences

The teacher/staff member in charge of an event or field experiences is responsible for ensuring that students are adequately supervised and safe. Teachers/staff members should allow at least two weeks in advance when planning for a field experience. Teacher/staff members are responsible for recruiting adult chaperones to provide assistance. Communication among chaperones is very important and is the responsibility of the teacher/staff member in charge of the event or trip. The teacher/staff member must ensure that all chaperones are familiar with safety procedures in the event of an emergency. Teacher/staff member should bring all emergency contact information, first aid kit, and any required student medication. The teacher/staff member in charge of the field experience should inform the Data and Operations Manager prior to leaving school and provide an estimated time for return along with the roster of attendees. The teacher/staff member should inform the Data and Operations Manager when they return to school.

2.3 Use of Automobiles

When an employee uses his/her privately owned automobile for Exploris business, he/she shall be reimbursed at the annual federal mileage reimbursement rate for privately owned vehicles with prior approval. The employee is responsible for complying with motor vehicle laws and for obtaining adequate insurance coverage of their automobile.

2.4 Travel And Business Expenses

Reasonable expenses incurred by an employee while on business for Exploris such as copying, transportation, parking, meals, and lodging will be reimbursed in accordance with procedures and standards as set forth in The Exploris School's financial policies. All expenses must be pre-approved using an Expense Reimbursement Authorization Form signed by the Associate Director and Executive Director. If a pre-approval is not completed, then the school may not reimburse the employee for their travel and business expenses. In addition, all reimbursement requests must be accompanied by receipts.

2.5 Outside Employment

Employees shall accept no outside employment that presents a conflict of interest with responsibilities at Exploris. The Exploris School's employees must obtain permission from the Executive Director to assume outside employment that is related to their position at Exploris. Employees shall not use sick or personal leave for outside employment. Educational materials created while teaching at Exploris should be used to further support The Exploris School mission and vision and not be utilized for personal gain. Payments and other conditions of outside employment shall be approved in writing by the Executive Director.

2.6 Gifts and Gratuities

Employees who are offered, receive or anticipate that they may receive a gift of any value or favor in conjunction with activities should immediately notify the Executive Director. This shall not apply to or restrict the acceptance of gifts or tokens of minimal value offered and accepted openly from students, parents, or other persons in recognition or appreciation of service. Employees may not use their position at Exploris for personal gain or advantage. Employees shall accept no gift or gratuity that presents a conflict of interest with their responsibilities at The Exploris School.

2.7 Inclement Weather

The Exploris School will follow the Wake County Public School System for inclement weather. For any delayed openings or school closures that arise out of situations not related to inclement weather, the school will operate independently. Please check the school website for updates.

Commented [2]: Exploris will notify families using our One Call emergency system of any school closings.

2.8 Smoking

Exploris is a smoke-free and tobacco-free environment. Smoking, use of electronic cigarettes, or vaping is prohibited.

Commented [3]: on school property or at any Exploris School function.

2.9 Firearms

No firearms of any type are allowed on The Exploris School property or at any Exploris School function.

2.10 Media

All inquiries from the media shall be referred to the Executive Director. Teachers should feel free to contact appropriate news outlets in order to promote school happenings; however, this should be done in coordination with the Executive Director.

2.11 Safety

The Exploris School is committed to a safe work environment and adheres to all federal and state safety regulations.

2.12 Political Campaigning

While The Exploris School encourages all employees to be involved in the community, political campaigning by any employee on the school's time and using the school's resources is strictly prohibited. Further, employees may not make statements purporting to represent the views of The Exploris School with regard to political campaigns. Violation of this policy could jeopardize The Exploris School's tax-exempt status.

3 SALARY PLANS

3.1 Salaries

Employee salaries will be determined at the time of employment and, evaluated approximately annually thereafter. The initial salary will be stated in the Employment Confirmation Letter. Teacher salaries are calculated using the 18-19 state salary scale and adding an Exploris supplement based on years of service. See supplement scale below.

Years @ Exploris	Supplement
No License	10%

0-9 years	14%
10-17 years	16%
18-24 years	18%
25+ years	20%

* 5 Years may be transferred in

3.2 Salary Review

Salary adjustments will be made as appropriate and may be based on one or more of the following criteria: job performance, length of service, and/or position reclassification.

3.3 Pay Schedule

Each employee will be paid on a monthly basis on the last day of each month. If these dates fall on a weekend or a holiday, the payday will be the preceding workday. Employee salaries are paid over a 12 month period from July 1 - June 30th. Returning ten month employees are paid in advance of their contracted start date (August) for the new school year. Advance payments of salary are to be returned to Exploris if an employee fails to return at the start of the new school year. Employees starting in August during their first year will be paid over 11 month pay schedule in year 1 of employment and over a 12 month pay schedule in subsequent years of employment.

3.4 Direct Deposit

All employees are required to use direct deposit for the depositing of their paychecks.

4 BENEFITS

4.1 Eligibility

The Exploris School provides group medical, dental, and vision insurance to employees. All employees regularly scheduled to work 30 hours or more per week are eligible to enroll on the first day of employment with The Exploris School. The Exploris School contributes to the group medical and dental for all eligible employees

Regular full-time employees who work a normal schedule of 30 hours per week or more are eligible for medical benefits. The Exploris School will pay 100% of the medical premium and 25% of the dental premium for the employee.

The employee portion of the medical, dental, and vision monthly premium is handled through monthly payroll deductions. Employee will be provided with the medical, dental and vision costs during open enrollment each year.

Employees that work less than 30 hours and temporary employees, such as substitute teachers, are not eligible for any benefits.

4.2 Insurance Plans

Health Insurance

Please refer to the employee insurance booklet, which can be obtained from the Data and Operations Manager, for a complete description of benefits.

- Exploris pays 100% of the premium for employee only medical coverage for employees that work 30 or more hours per week (100% employed).
- Exploris does not offer medical coverage to an employee that works less than 30 hours a week (less than 75% employed).
- Exploris also offers a Health Savings Account if the employee is enrolled in the HSA qualified health insurance plan. Exploris will contribute \$45 per month to the employee's HSA account. Employees may also contribute to their HSA account up to the contribution limit defined by law.

Dental Insurance

Please refer to the employee insurance booklet, which can be obtained from the Data and Operations Manager, for a complete description of benefits.

- Exploris pays 25% of the premium for employee only dental coverage for employees that work 30 or more hours per week (75% or more employed).
- Exploris does not offer dental coverage to an employee that works less than 30 hours a week (less than 75% employed).

Vision Insurance

Employees that work 30 hours or more a week (75% or more employed) would be eligible for Vision insurance. Exploris does not contribute to the vision premium thus the employee pays 100% of the premium.

Life Insurance

Please refer to the employee insurance booklet, which can be obtained from the Data and Operations Manager, for a complete description of benefits. The Exploris School offers Life Insurance coverage at no cost to employees that work 30 hours or more per week.

Short -Term/Long-Term Disability

Please refer to the employee insurance booklet, which can be obtained from the Data and Operations Manager, for a complete description of benefits. The Exploris School offers Short-term disability and Long-term disability coverage at no cost to employees that work 30 hours or more per week.

4.3 Retirement and Training

401-K Retirement Plan

Employees can contribute up to the United States Federal limits of pre-tax income from payroll deductions into a 401- K retirement plan. Employees may enroll, decrease, increase, or discontinue their contributions on a quarterly basis. The Exploris School will match employee contributions, as organizational resources allow, at a rate determined annually by the Board of Directors. The maximum amount may increase annually. Please refer to The Exploris School's 401K provider for updated information and details on vesting of The Exploris School's contribution.

Commented [4]: to the 401-K plan as allowed by law and plan documents

Exploris matches 50% of employee contributions up to 6% for employees that work 40 or more hours per week (100% employed). Exploris matching contributions maximum is 3% if an employee makes contributions of 6%. Exploris does not offer a match for retirement for employees that are not 100% employed.

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Commented [6]: of 8%

Commented [7]: finance committee recommendation

Career Development and Training Assistance

As part of an employee's annual progress review (see Section 3), the employee and the Executive Director will review his/her career development needs and the needs of the school. Employees may be eligible for reimbursement of workshop/conference registration, materials, or other incidental fees up to a maximum amount that is predetermined by the Executive Director. Areas of professional learning, training, study, or presentations must be related to an employee's work at The Exploris School as well as the continuous improvement needs of the school. All assistance and leave must be approved in advance by the Executive Director. Reimbursement is contingent upon the availability of organizational resources. Documentation of satisfactory completion must be received in order to be considered for reimbursement.

4.4 Child Care

Before and After School Child Care is provided for children of employees that attend Exploris free of charge for the care of their children while the employee is at school conducting school business. Registration is required. The Data and Operations Manager can provide the registration form to the employee.

5 LEAVE BENEFITS

All leave except leave for holidays is subject to prior written approval by the Associate Director and Executive Director. A Leave Form (appendix) must be completed for any time that the employee is not fulfilling their primary job responsibilities.

5.1 Holidays and School Vacations

The Exploris School's holidays are: New Year's Day, Martin Luther King's Birthday, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas. School will be closed on all holidays and school vacations denoted on the annual school calendar

Commented [8]: consideration for Rosh Hashanah, Yom Kippur

Commented [9]: Veteran's Day,

5.2 Paid Time Off, Teaching Staff (10 or 11 month)

Beginning July 1, 2015, full-time employees that work 40 hours a week will earn up to 1 paid time off day per month over a 10 or 11-month term depending on contract to be utilized for sick days and personal business. Up to 3 of these days per school year may be used for personal business. Teachers should not request paid time off days the day before or after school vacations or during testing periods.

Commented [10]: 10 or 11 month term

Commented [11]: Staff

Employees that work 30-39 hours a week will earn .5 days of paid time off per month, 2 days of which may be converted to personal leave days. Employees that work less than 30 hours a week will earn .3 days of paid time off per month, 1 day of which may be converted to personal leave.

For the purpose of this policy, "sick days" are defined as those days that an employee is unable to work due to a personal illness or the illness of an immediate family member. An immediate family member is defined as a child, parent, domestic partner or spouse. A day is defined as one half of a day or more away from the job site.

For the purpose of this policy "personal days" are defined as a day that an employee does not work, that is not otherwise defined in this policy. ***The employee must request the personal day two weeks prior to the date to be taken off, and the Executive Director must approve or disapprove the request no later than five (5) days before the day to be taken off.***

For any Exploris employee returning for the following school year, up to 5 paid time off days will be carried over into the subsequent 10-month school term for a maximum of 15 paid time off days per year. The employee may still only use up to 3 paid time off days for personal leave.

Commented [12]: Recommendation is to combine sick and PTO, consideration of adding extra days for religious holidays-up to 2? or adding them to school holidays.

If an Exploris employee should terminate employment before the end of the school year end and was paid in advance of their accrual of paid time off days the final paycheck will be adjusted to reflect paid time off days actually earned during their time of employment.

Exploris employees employed prior to July 1, 2015 with accrued sick leave may roll over all sick leave days earned prior to July 1, 2015, and will continue to receive short-term and long-term disability. Once an employee's leave bank gets down to 15 paid time off days, their days will be capped at a maximum of 15 paid time off days per year, only 3 of which may be used for personal leave.

The Executive Director must approve any exceptions to this policy.

5.3 Substitute Procedures

Teachers are responsible for notifying the Executive Director, Associate Director, Data and Operations Manager, and team members as soon as an absence is anticipated. As much notice as possible is appreciated so that accommodations can be made. Administrators should be notified no later than 6:00 am on the date of the absence. Teachers are responsible for providing lesson plans and making the necessary arrangements for a substitute to cover for them in their absence. The Data and Operations Managers will provide all staff with a list of pre-approved substitutes to contact in the event coverage is needed. If an external sub from the pre-approved substitute list is not able to be recruited the teacher must make arrangements with an internal colleague.

5.4 Paid Time Off – 12 month employees

Full-time employees that work throughout the year will earn 1 Paid Time Off day per month worked for a total of 12 Paid Time Off Days to use at their discretion. The Paid Time Off days will count toward the employee work days agreed upon in employee offer letter and position profile. Only 5 days may be carried over into the following school year. Additionally, 12 month employees will earn an additional 1 paid time off day per year for each year of employment at Exploris to be used when school is not in session.

If an Exploris employee should terminate employment before the end of the school year and was paid in advance of their accrual of paid time off days, the final paycheck will be adjusted to reflect paid time off days actually earned during their time of employment.

Employees that work 30-39 hours a week will earn .5 Paid Time Off Day per month worked to be used at their discretion. Employees that work less than 30 hours per week are eligible to earn .3 Paid Time Off days per month. Only 3 days may be carried over into the following school year.

There will be blackout times designated by the Executive Director at the beginning and end of school to allow for collaboration. This will ensure the successful planning, organization, and implementation of school procedures and policies are completed for the opening and closing of the school year.

5.5 Annual Leave and PTO

Exploris employees do not accrue annual leave and are not paid for unused sick or paid time off days if they leave Exploris. Exploris employees employed prior to July 1, 2014, were paid out for their annual leave balance available at that time and paid at their daily rate for the 2013-2014 school year.

5.6 Donated Sick Leave

At any time, employees may donate up to five paid time off days or up to 5 accrued sick leave days per year to a pool, which may be donated to another employee with at least 12 months of service at Exploris. The donated sick leave pool is funded through employee donations, therefore, there is no guarantee of hours. An employee may only access the donated sick leave pool in the event of a catastrophic medical situation that will require the employee to be out for at least 4 weeks to care for themselves or an immediate family member. The requesting employee must submit a certification of catastrophic illness or injury from the member or immediate family member's health care provider. Unused days contributed to the pool would not carry over to the next

calendar year. Any employee wishing to use this pool must have exhausted their sick leave and personal leave and must apply to the Executive Director for approval.

Employees receiving other payments such as worker's compensation, short-term disability, long-term disability, or a paid parental leave are not eligible to receive donations. Donated time can only be approved for employees with prenatal medical issues that require that the employee be on bed rest or hospitalization for more than four weeks prior to the birth of a child. Donated time would not be able to be used for a normal postpartum recovery time, including birth by cesarean section.

5.7 Family and Medical Leave

See accompanying policy statement.

5.8 Maternity and Paternity Leave

For employees not eligible for Family and Medical Leave, The Exploris School provides a maternity/paternity leave benefit, which allows employees to combine sick leave and short-term disability leave. Spouses may take up to five days for paternity leave. Prior position and salary may not remain the same. This applies to all full-time employees and any part-time employees, who have worked at The Exploris School for more than twelve months and work more than twenty hours a week.

5.9 Military Leave

The Exploris School will provide military leave as required by law.

All employees will be protected against loss of income as a result of participation in annual encampment or training duty in the United States Military Reserves or National Guard. In these circumstances, The Exploris School will pay the difference between what the employee earns from the government for military service and what the employee would have earned normally on the job at The Exploris School. This difference will be paid for up to two weeks per calendar year. The Employee must inform his or her supervisor in writing as early as possible.

5.10 Jury Duty

Necessary time off without loss of pay shall be granted to employees called for jury duty. The employee may retain the fee earned from jury duty.

5.11 Volunteer Service Leave

Employees may take up to eight hours per year to volunteer in a school or a service organization of their choice. The Associate Director must be notified in writing at least one week in advance. The employee must provide written documentation from the school or service organization.

5.12 Leave Without Pay

The Exploris School's teachers are considered twelve-month employees for group insurance purposes but are paid for ten months work over a twelve month period. In addition, Exploris grants time-off to all employees on the days and breaks designated by the academic calendar for the particular school year.

5.13 Advancement of Leave

An advance on a future year's leave is not permitted.

6 Family and Medical Leave Policy

6.1 Eligibility

The Exploris School (“the Employer”), in accordance with the Family and Medical Leave Act of 1993, permits eligible employees to take up to twelve weeks of unpaid leave in a twelve month period for the birth or placement of a child, or a serious health condition. This policy sets forth employee eligibility and obligations associated with taking a qualifying FMLA leave.

Employees who have worked for the employer for at least twelve months and at least 1,250 hours during the twelve month period immediately prior to the date the leave will commence may take up to twelve workweeks of unpaid leave during any twelve month period.

An eligible employee may also take up to 26 workweeks of leave during a single 12-month period to care for a covered servicemember with a serious injury or illness when the employee is the spouse, son, daughter, parent, or next of kin of the servicemember. An eligible employee is limited to a combined total of 26 workweeks of leave for any FMLA-qualifying reasons during the single 12-month period.

Employees are entitled to take up to twelve weeks of unpaid FMLA leave in any twelve month period. For purposes of this policy, the twelve-month period on which eligibility for leave shall be based is a period measured backward from the date an employee last used FMLA leave. Therefore, if an employee takes four weeks of FMLA leave on February 1; four weeks of FMLA leave on April 1; and four weeks of FMLA leave on August 1, the employee will not be entitled to any additional FMLA leave until the following February 1. At that time, he or she will be entitled to four weeks of leave. On April 1 he or she will be entitled to another four weeks, and so forth.

Eligible spouses who work for Exploris are limited to a combined total of 12 workweeks of leave in a 12-month period to share for the following FMLA-qualifying reasons:

- The birth of a son or daughter and bonding with the newborn child,
- The placement of a son or daughter with the employee for adoption or foster care, and bonding with the newly-placed child, and
- The care of a parent with a serious health condition.

Eligible spouses who work for the same employer are also limited to a combined total of 26 workweeks in a single 12-month period to care for a covered servicemember with a serious injury or illness if each spouse is a parent, spouse, son or daughter, or next of kin of the servicemember (commonly referred to as “military caregiver leave”). This limitation also applies to a combination of military caregiver leave and leave for the other qualifying reasons listed above.

6.2 Reasons For Taking Leave

FMLA protected leave may be taken for any of the following occurrences:

- Birth and/or care of the employee’s newborn child.
- Placement of a child for adoption or foster care.
- Care of the employee’s spouse, child, or parent who has a serious health condition.

- A serious health condition that makes the employee unable to perform any one of the essential functions of his/her job or requires the employee to be absent from work to obtain medical treatment from a qualifying health care provider.

6.3 Advance Notice, Medical Certification And Other Reports

The employee seeking FMLA leave must provide at least thirty days advance written notice when the need for leave is foreseeable. If an employee fails to provide thirty days notice, leave may be denied until thirty days after the date notice is given. If leave must begin in less than thirty days from the date notice is given, the employee must give as much notice as is practicable (one or two business days after learning of the necessity for leave). In cases where the need for leave is unforeseeable, employees must give as much notice as possible under the circumstances. Requests for leave should be submitted to the Executive Director.

Leave taken because of the birth of a child or to care for a newborn child or child placed in the employee's home by adoption or foster care must be taken within the twelve-month period immediately following the child's birth or placement.

Employees who have accrued paid leave time (sick, vacation, personal) are **not** required to substitute such accrued paid leave to cover any period of otherwise unpaid FMLA leave. If, however, an employee elects to do so, once an employee has exhausted his/her bank of accrued paid leave, the duration of the FMLA leave will be unpaid.

The employee must provide a medical certification form completed and signed by the employee's health care provider when the request for leave is due to the employee's own serious health condition or to care for a seriously ill spouse, child or parent. Failure to provide certification of a serious health condition within the appropriate time frame may result in leave being delayed or denied.

The employee must notify the employer every thirty days of his/her status and intent to return to work. Employees on leave longer than thirty days may be required to recertify their serious health condition or the serious health condition of a family member by submitting documentation to verify health status. In such circumstances, failure to provide documentation within fifteen calendar days after each thirty day anniversary date will result in the leave losing its FMLA protection.

The employee must provide a medical certification (fitness for duty report from physician) to resume work before returning from leave due to the employee's own serious health condition. Otherwise, the employee may not be permitted to return to work until he or she submits the required certification. Failure to provide a fitness for duty report after the end of the FMLA leave may result in the employee being terminated from employment. The fitness for duty report must list any limitations upon the employee's ability to return to work, as well as the anticipated duration of such limitations.

6.4 Medical Insurance Coverage

If the employee is covered under the employer's group health insurance plan during unpaid leave, the employer will continue to pay its portion of the health insurance premium, and the employee must continue to pay his/her share of the premium to the employer. Failure of the employee to pay his/her share of a premium will result in loss of coverage if the premium is more than thirty days late.

If the employee does not return to work after the expiration of the leave, the employee may be required to reimburse the employer for payment of health insurance premiums paid during the period of unpaid leave, unless the employee does not return to work due to:

- the continuation or onset of a serious health condition either affecting the employee or the employee's family member which would otherwise entitle the employee to leave under the FMLA.
- certain circumstances beyond the employee's control.

6.5 Reinstatement

Upon return from FMLA leave, the employee will be reinstated to the same or equivalent job, with the same pay and benefits, unless the employee has received a written notice that special circumstances apply.

6.6 Vacation Benefits

During unpaid leave, the employee will not accrue vacation or sick leave benefits and will not receive holiday pay.

6.7 Workers' Compensation And Disability Leave

Any employee who takes FMLA leave for a condition which also qualifies for workers' compensation or disability leave will not be entitled to substitute accrued paid leave for the period covered by workers' compensation or disability benefits, but such time will be counted against the employee's twelve week FMLA entitlement. If an employee is certified to return to a light duty position, but chooses not to do so, and instead chooses to remain on FMLA leave, or if such employee's workers' compensation or disability benefits cease for any reason, such employee will then be required to substitute accrued paid leave for the duration of the FMLA leave. If the employee exhausts his accrued paid leave, the remainder of the leave will be unpaid.

6.8 Application For FMLA Leave

Each employee seeking FMLA leave will be provided an application. Applications for leave must be submitted in writing to the Executive Director. Applications must be submitted at least thirty days prior to the leave when the need for leave is foreseeable, or as soon as possible if thirty days notice is not practicable under the circumstances.

6.9 Designating The Leave

An employee will normally be advised whether his or her leave will be counted as FMLA within two business days after making a request for leave. If the employer does not designate the leave as FMLA leave and the employee wants the leave to be counted as FMLA leave because the leave was due to an FMLA-qualifying reason, the **employee** must, within two days after returning to work, notify the employer of his/her desire to have the leave counted as FMLA leave. Failure to notify the employer within two business days after returning to work that leave was taken for an FMLA-qualifying reason will result in such leave losing its FMLA protection. Any such request must be **in writing**, and submitted to the Executive Director.

7 Employment Policies and Practices

7.1 Equal Employment Opportunity

Exploris is an equal opportunity employer and does not discriminate on the basis of race, color, religion, gender, national origin, sexual orientation, gender identity or expression, disability, or age. There will be no retaliation or reprisal against any employee for making such a report or for filing any discrimination charge with any federal or local agency.

7.2 Employee Classification

Regular Full-Time:	40 hours/week
Regular Part-Time:	30-39 hours/week 20-29 hours/week 1-19 hours/week
Temporary:	Will last no longer than six months. May be reviewed for possible extension

Note: The Exploris School will determine employee work schedules. Employees shall be required to work as needed.

Each employee will also be classified as either “Non-Exempt” or “Exempt”. Classification will be noted in the employee’s job description.

Classifications:

Non-Exempt: An employee who is covered under the federal Fair Labor Standards Act must be paid in accordance with the minimum wage rate provisions of the law. Overtime or compensatory time will be paid to non-exempt staff for time worked in excess of 40 hours/wk.

On a daily basis, all non-exempt employees must document their hours worked in a manner required by The Exploris School.

Exempt: An employee exempt from the minimum wage and overtime provisions of the federal Fair Labor Standards Act.

7.3 Recruitment And Selection

The Exploris School typically advertises positions in-house, on the web site, and through ads in major publications and electronic sources. An applicant must submit a formal cover letter and resume to be considered for any position. Any false or erroneous information intentionally reported to The Exploris School, regardless of when discovered, may be grounds for dismissal.

7.4 Orientation Of New Employees

Each new employee will meet with the administrative staff to review the requirements and responsibilities of the position. Each employee will receive an Employment Confirmation Letter within 30 days of the start date, which will include the start date, benefits and other pertinent information. Each employee will also receive a position profile, which will include general and specific expectations and responsibilities. Each employee shall fill out the necessary personnel paperwork prior to beginning employment with The Exploris School. Each new employee is required to attend the orientation for new staff at the beginning of the school year.

7.5 Work Plan, Training, And Staff Development

The Exploris School is committed to the career development and training of all employees. To the extent that organizational resources allow, The Exploris School may provide reimbursement for professional learning received in connection with employment at The Exploris School and that furthers the Exploris mission. All reimbursement requests must be pre-approved by the Executive Director.

7.6 Personnel Records

All personnel records are confidential and are kept under lock and key by the Executive Director. Only the Executive Director, Data and Operations Manager, or the employee him or herself may have access to that employee's personnel records. Personnel files contain records of performance reviews, promotions, disciplinary actions, leave records, grievances, and training offered or completed by the employee. Each employee may request a review of his or her personnel file at any time. All employee reviews of personnel files will take place in the office of the Executive Director.

Medical and dental records are kept separate from personnel records and are also confidential.

7.7 References And Employment Inquiries

References may be given upon request from the employee or employee's prospective employer. Information will be limited to job specific information (dates of employment, job title, job performance, job responsibilities, and salary). No employee will be given a general letter of reference. All letters of reference must be addressed to a specific employer and a copy of that letter must be placed in the employee's personnel file.

7.8 Disciplinary Action

Grounds for disciplinary action include but are not limited to the following: violation of The Exploris School personnel policy, behavior disruptive to the school climate, culture, and environment, failure to complete assigned responsibilities on a consistent basis, insubordination, theft of monies, illegal acts committed during work time, acts which reflect adversely on The Exploris School's reputation in the community, and inappropriate behavior with students or visitors to The Exploris School.

The Executive Director shall take actions regarding termination, suspension, demotion or classification.

If the Executive Director believes there are grounds for disciplinary action, he/she may impose an immediate suspension with pay for an employee of up to 48 hours while an investigation is conducted.

7.9 Death In Service

In the event of the death of a staff member, the salary earned as of the last day of work, and any other benefits to which the employee was entitled will be paid to the deceased employee's estate, spouse, or named beneficiary.

7.10 Background Check

Because The Exploris School is dedicated to children and to the public interest, all Exploris employees are subject to a criminal background check. Each prospective employee as part of the

application process will provide The Exploris School with his or her addresses for the past 10 years. Any falsification of information for this check will result in disciplinary action, including termination.

7.11 Unlawful Harassment Policy

The Exploris School will not tolerate any unlawful harassment of employees. Types of unlawful harassment covered by this policy include harassment of an individual because of that person's sex, race, religion, color, national origin, age, disability, or any other classification protected by law. Any employee who engages in any form of unlawful harassment will be disciplined. Discipline may include, but is not limited to, transfer, demotion, suspension, or discharge. The Exploris School also forbids retaliation of any type against an employee for reporting any type of unlawful harassment.

The Exploris School also strictly prohibits sexual harassment in any form. The definition of sexual harassment is as follows:

Unwelcome sexual advances, requests for sexual favors, and other verbal, graphic or physical conduct of a sexual nature, when (1) submission to such conduct is made either explicitly or implicitly a term or a condition of an individual's employment; (2) submission to or a rejection of such conduct by an individual is used as a basis for employment decisions affecting such individual; or (3) such conduct has a purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

If an employee feels that he or she has been unlawfully harassed at work, or feels that a fellow employee is being unlawfully harassed, The Exploris School encourages the employee to immediately notify the Executive Director. If possible, such notice should be in writing (signed and dated), stating the date, place, time, nature of harassment, and the name(s) and position(s) of the offending party and any witnesses to the alleged harassment. If the Executive Director is involved in the harassment in any way, or for some other reason the Executive Director cannot be approached, then The Exploris School Board of Directors should be notified.

The Exploris School encourages reports of any such acts when they happen. All reports of unlawful harassment will be investigated promptly. In all cases, the employee who reports unlawful harassment will be advised of the results of the investigation. To the greatest extent possible, The Exploris School will attempt to maintain the confidentiality of any harassment investigation. The disclosure of any information relating to a charge of unlawful harassment will be made only on a need-to-know basis.

The Exploris School requires all employees to fully comply with this policy.

7.12 The Exploris School Grievance Policy

Article I

Introduction and Values

The Exploris School seeks to promote harmony among its employees, faculty, students, and parents and to encourage equitable solutions to problems arising among them. The School believes that most

concerns and differences are best addressed through open and honest communication conducted in an informal, respectful, and civil manner and that effective resolution depends on direct, prompt and constructive dialogue.

The following procedures are adopted to meet these goals.

NOTE See Parent Handbook: Discrimination, Harassment and Bullying

Article II

Grievance Committee Structure and Rules

Section 1. Composition of the Grievance Committee – The Grievance Committee shall consist of no fewer than three members of the Board of Directors, appointed by the Chairperson of the Board of Directors and confirmed by a vote of the full Board. One member of the Grievance Committee shall be designated by the Chairperson of the Board of Directors to serve as the Chairperson of the Committee.

Section 2. Parent Liaison – One member of the Board of Directors shall be appointed by the Chairperson of the Board of Directors and confirmed by a vote of the full Board to serve as Parent Liaison. This individual shall not sit on the Grievance Committee. His or her primary role will be to help parents understand the grievance procedures and to provide process guidance to aggrieved parents. Parents who approach other members of the Board of Directors with grievances will be referred to the Parent Liaison.

Section 3. Training – On an annual basis, all members of the Grievance Committee and the Parent Liaison will receive training provided by an attorney or other qualified individual with regard to confidentiality, impartiality, and other topics relevant to effective execution of their duties.

Section 4. Timelines – Failure of a parent or employee to comply with the procedural timelines listed below may result in denial of a grievance request. Extensions in timelines may be granted if the relevant decision maker determines there is a reasonable need for such extension. Similarly, the timelines for actions to be taken by school personnel or board members may be extended, with notice to the aggrieved party, when there is a reasonable need for extension or extension is in the best interest of an effective process.

Section 5. Forms – The Executive Director or Board may develop one or more grievance forms to facilitate and document the various steps of the grievance process.

Parent Grievance Procedures

Section 6. The Board recognizes that effective school governance requires that the primary responsibility for issues involving student discipline, curriculum, assessment and promotion and other day-to-day decisions regarding school management lies with the faculty, staff and Executive Director of the School and these individuals are best suited to resolve

conflicts that arise with respect to these issues. The Board has the authority to appoint, employ, and remove the Executive Director, but primary responsibility and authority over faculty, staff and volunteer organizations of the School are vested in the Executive Director. The Board, therefore, will exercise any authority in this policy conservatively and narrowly so as not to usurp the authority granted to the Executive Director.

Section 7. Informal Procedures: A parent should first attempt to resolve any grievance through discussion with the relevant teacher(s) or other involved persons. If the parent's concern is not adequately addressed through an informal discussion with the teacher and/or staff involved, the parent should next attempt to resolve the grievance with the appropriate supervisor, if applicable. If a grievance cannot be resolved in an informal manner, the parent may initiate a formal grievance procedure.

Section 8. Formal Grievance Procedure: In instances where informal means are ineffective or otherwise not feasible, the School offers these more formal grievance procedures. Grievance proceedings and information shall be kept confidential at all levels to the extent possible and permitted by law. A parent grievance is a formal written claim by a parent or group of parents identifying the concern, identifying the individual or group's resolution attempts, and identifying any law, policy, or practice that is implicated by the concern. No one shall retaliate against a parent who files a grievance under this policy (or against a student whose parent files a grievance) in good faith.

(a) **Level One – Supervisor Request and Conference.** A parent may, by written request, seek a formal conference with the relevant supervisor to address an unresolved grievance.

(1) The request shall succinctly describe the specific grievance(s) and related details, and shall identify any specific policy, rule, regulation or law believed to have been violated, and shall provide other relevant information to help the supervisor adequately understand the nature of the grievance.

(2) The request shall be filed within fifteen (15) business days of the most recent incident(s) or last informal attempt to resolve the grievance, provided that such attempt was made within ten (10) business days of the last incident.

(3) Following receipt of the written request, the supervisor shall, whenever possible, conduct a conference with the aggrieved parent(s) within ten (10) days. Within five (5) business days following the conference, the supervisor will state in writing his or her decision with regard to the grievance and a copy will be given to the parent.

(b) **Level Two - Appeal to the Executive Director.** If the grievance is not resolved, the parent(s) may appeal the supervisor's decision in writing to the Executive Director if the Executive Director was not involved in the Level One Conference.

(1) The appeal must be made within five (5) business days following receipt of the supervisor's written Level One response to the grievant. The Executive Director will review the grievance and conduct an informal investigation as necessary.

(2) The Executive Director shall issue a written response to the parent and the Level One supervisor/staff within ten (10) business days following receipt of the written appeal.

(3) Decisions of the Executive Director are final and not subject to further appeal, except in the following instances:

(i) Decisions involving an alleged violation of a contractual right;

(ii) Decisions involving an alleged violation by the School of state or federal law; or

(iii) Decisions based on allegations of conduct by the Executive Director in violation of law or school policy.

(4) The Board of Directors, through its Grievance Committee, retains discretion to determine whether an alleged violation involves a “final” or “appealable” decision by the Executive Director. The Grievance Committee may consider all available evidence in the record established at the time of the decision and any other evidence it deems necessary for consideration. In addition, the Grievance Committee has the authority to grant a discretionary appeal in exceptional circumstances.

(c) **Level Three - Appeal to the Board Grievance Committee: Appeal of Rights and Discretionary Appeals.** If a parent is not satisfied with the disposition of the grievance at Level Two, the parent may, within five (5) business days of receiving notice of the decision of the Executive Director, submit a written request to the Grievance Committee Chairperson to appeal the Executive Director’s decision and to request a formal hearing.

(1) Within five (5) business days of receiving the written request for appeal, the Grievance Committee Chairperson shall issue a written notice to the parent and the Executive Director indicating whether the Executive Director’s determination is “final” in nature or whether the Board, in its discretion or by right of appeal, shall grant a hearing. The notice shall also specify, if a hearing is granted, the time it will occur and guidelines by which it will be conducted

(2) When a hearing is granted, a panel of the Grievance Committee consisting of at least three people shall hear the grievance within ten (10) business days of the date the Chairperson’s notice is issued to the parent.

(3) The Grievance Committee panel may affirm, reverse, or modify the decision of the Executive Director. Following the hearing, the parent and Executive Director shall be informed in writing of the panel’s decision within five (5) business days after the hearing, whenever feasible.

(4) The decision of the Grievance Committee panel is final OR the decision of the Grievance Committee panel may be appealed to the full Board of Directors.

Article III

Employee Grievance Procedures

Section 1. Informal Procedures: A faculty or staff member (the “employee”) should first attempt to resolve any concerns through discussion with his or her supervisor and/or other involved persons. If a concern cannot be resolved in such informal manner, the employee may initiate a formal grievance procedure.

Section 2. Formal Grievance Procedure: In instances where informal means are ineffective or otherwise not feasible, the School offers these more formal grievance procedures. Grievance proceedings and information shall be kept confidential at all levels to the extent feasible and permitted by law. An employee grievance is a formal written claim by an employee or group of employees identifying the concern, identifying the individual or group’s resolution attempts, and identifying any law, policy, or practice that is implicated by the concern. No one shall retaliate against an employee who files a grievance under this policy in good faith.

(a) **Level One – Supervisory Request and Conference.** An employee may, by written request, seek a formal conference with his or her immediate supervisor to address an unresolved grievance.

(1) The request shall succinctly describe the specific grievance(s) and related details, and shall identify any specific policy, rule, regulation or law believed to have been violated, and shall provide other relevant information to help the supervisor adequately understand the nature of the grievance.

(2) The grievance shall be filed within fifteen (15) days of the incident(s) or the last informal attempt to resolve the grievance, provided that such attempt was made within ten (10) business days of the last incident.

(3) Following receipt of the written request, the supervisor shall, if feasible, conduct a conference with the aggrieved employee within ten (10) business days of the written report. Within five (5) business days following the conference, the supervisor will state in writing his or her position on the grievance, and a copy will be given to the employee.

(b) **Level Two - Appeal to the Executive Director.** If the grievance is not resolved, the employee may appeal the supervisor's decision in writing to the Executive Director if the Executive Director was not involved in the Level One Conference.

(1) The appeal must be made within five (5) business days following receipt of the supervisor's written Level One response to the employee. The Executive Director shall issue a written response to the parent and the Level One supervisor/staff within ten (10) business days following receipt of the written appeal.

(2) **Decisions of the Executive Director are final and not subject to further appeal, except in the following instances:**

(i) **Decisions involving an alleged violation of a contractual right;**

- (ii) **Decisions involving an alleged violation by the School of state or federal law;**
 - (iii) **Decisions based on allegations of conduct by the Executive Director in violation of law or school policy; or**
 - (iv) **Decisions involving suspension without pay or dismissal of the employee.**
- (3) The Board retains discretion to determine whether an alleged violation involves a “final” or “appealable” decision by the Executive Director. The Board may consider all available evidence in the record established at the time of the decision and any other evidence it deems necessary for consideration. In addition, the Grievance Committee has the authority to grant a discretionary appeal in exceptional circumstances.
- (c) **Level Three - Appeal to the Board: Appeals of Right and Discretionary Appeals.** If an employee is not satisfied with the disposition of his or her grievance at Level Two or is subject to suspension without pay or dismissal by the Executive Director, the employee may, within five (5) business days of receiving notice from the Executive Director, submit a written request to the Grievance Committee Chairperson to appeal the Executive Director’s decision and to request a formal hearing.
- (1) Within five (5) business days of receiving the written request for appeal, the Grievance Committee Chairperson shall issue a written notice to the employee and the Executive Director indicating whether the Executive Director’s determination is “final” in nature or whether the Board, in its discretion or by right of appeal, shall grant a hearing. The notice shall also specify, if a hearing is granted, the time it will occur and guidelines by which it will be conducted.
- (2) When a hearing is granted, a panel of the Grievance Committee consisting of at least three people shall hear the grievance within ten (10) business days of the date the Chairperson’s notice is issued to the employee.
- (3) The Grievance Committee panel may affirm, reverse, or modify the decision of the Executive Director.
- (4) The decision of the Grievance Committee panel is final OR the decision of the Grievance Committee panel may be appealed to the full Board of Directors.

8 CRISIS MANAGEMENT PLAN FOR THE PREVENTION OF CHILD ABUSE

8.1 Purpose

To establish guidelines for prevention of child abuse and for responding to allegations of child abuse by an employee or volunteer of The Exploris School. Child abuse consists of any behavior that is inappropriate between employees or volunteers and students, including intentional infliction of physical or emotional injury or improper touching, language, or display of pictures.

8.2 Scope

This policy is applicable to all paid and volunteer staff of The Exploris School.

8.3 Responsibility

The Executive Director of The Exploris School is responsible for enforcement of this policy, as well as for training and education of staff and volunteers.

8.4 Policy And Procedure

Introduction

The Exploris School is committed to maintaining an environment free from child abuse. Child abuse is not only unacceptable to The Exploris School, but is also a potential source of liability. The Exploris School offers a safe educational environment for students under its supervision, both on and off its premises.

The following outline provides information on safeguards against abuse and the initial steps to respond to allegations of abuse.

Safeguards Against Abuse

A Crisis Management Plan for the Prevention of Child Abuse has been incorporated into the policies of The Exploris School.

Preventive Measures

- All applicants for employment and volunteer positions will be required to report any prior accusations of or convictions for child abuse.
- Criminal background checks will be conducted on all new employees and volunteers prior to their commencement of work.
- Staff and volunteers will make sure that they are never alone with a child.

Responding to Reports of Abuse

The Exploris School will immediately report any incident of suspected child abuse to the proper authorities as required by law. The State of North Carolina Child Abuse Reporting Law requires that incidents be reported to the Department of Social Services Child Protection Services (638-3175). If there is no answer, call 911.

The Executive Director of The Exploris School will be solely responsible for responding to all media inquiries.

In-depth investigations should be left to individuals who are familiar with the specific procedures of The Exploris School, under the guidance of legal authorities where appropriate and relevant professional assistance. In conducting investigations, staff will follow all the directives of the legal authorities. Unless legal authorities provide different directives, the following procedural steps will apply:

- The safety of the reported victim will be secured as soon as the incident has been reported.
- Any incident must be immediately reported to the Executive Director of The Exploris School, who will report it to the proper authorities as required by law. No staff member may try to handle or resolve the incident without first reporting the incident and receiving directives from the Executive Director of The Exploris School, legal authorities, and appropriate professional assistance.
- There will be immediate documentation of all efforts taken to report and investigate the incident, including a list of witnesses and their statements.
- The parents or family of the alleged victim will be notified, and the notification will be documented.
- After the safety of the alleged victim has been secured, any actions taken will be documented, and the alleged perpetrator will be notified of the allegation.
- Within 48 hours of being notified of the incident, the Executive Director of The Exploris School will meet with the person making the accusation in the absence of the alleged perpetrator. The person making the accusation has the right to have a witness present. The Exploris School's Abuse Policy will be reviewed, and recommendations for help will be offered.
- Within 48 hours of being notified of the incident, the Executive Director of The Exploris School and another staff person assigned by the Executive Director will meet with the alleged perpetrator in the absence of the alleged victim and his or her family. The alleged perpetrator has the right to have a witness present. The Exploris School's Abuse Policy will be reviewed, and recommendations for help will be offered.
- Once professionals have completed the investigation and the alleged perpetrator has been cleared or charged, the Executive Director of The Exploris School will make a decision regarding the specific action to be taken. The Executive Director of The Exploris School will inform the Chairman of the Board of the circumstances and the action taken.
- Should charges involve the Executive Director of The Exploris School, then the Chairman of the Board will be notified immediately.

Responding to the Alleged Victim

An appropriate response toward the victim and the victim's family is a critical step in the healing process. Nothing should be done to blame the victim nor to minimize or deny the reported behavior. Every effort must be taken to assure that the victim and the victim's family understand that The Exploris School takes the allegations seriously.

The care and safety of the victim is the first priority. Investigators must avoid taking an adversarial posture.

Responding to the Alleged Perpetrator

A single individual should not try to determine whether the accused is telling the truth. Rather, professional investigators will assist in the investigation and determination of the facts.

Until the investigation has been completed, the alleged perpetrator will be removed from any position from which there could be a possibility of behavior similar to the alleged actions.

The Exploris School will treat the alleged perpetrator with dignity. The Executive Director of The Exploris School and the Chairman of the Board will negotiate the future status of the employee or volunteer. A finding that child abuse has occurred will result in the immediate dismissal of the perpetrator. `

9 SUBSTANCE ABUSE POLICY

9.1 Purpose

The purposes of this Substance Abuse Policy ("Policy") are as follows:

- to encourage employees with alcohol and drug problems to seek assistance in overcoming those problems;
- to provide assistance to employees with dependency problems;
- to reduce the risk of injury to person or property; and
- to reduce absenteeism, tardiness, and unacceptable job performance.

9.2 Prohibited Conduct

The following conduct, as well as any other conduct that is at variance with specific requirements of this policy, will result in immediate discipline up to and including discharge:

- Employees shall not consume alcoholic beverages either upon the premises of The Exploris School or in vehicles being used in service to The Exploris School.
- Employees shall not illegally use or possess prescription drugs not prescribed for him or her.
- Employees shall not refuse to submit to an alcohol or drug test when requested by the Executive Director.
- Employees shall not alter or attempt to alter a sample submitted for testing under this policy, nor may employees submit a sample that is not the employee's sample.
- Employees shall immediately notify the Executive Director if they have been either arrested for, or convicted of, any drug or alcohol-related crime.

9.3 Testing Policy

"Cause Testing". Each employee, regardless of his or her job duties, as a condition of continued employment, shall submit to a drug or alcohol test if there is cause to believe that the employee is engaging in prohibited conduct, as that term is defined in this Policy.

- Definition of "Cause". "Cause" includes, but is not limited to, being involved in any occurrence which requires further investigation in The Exploris School's discretion; involvement in an accident; engaging in conduct in violation of company policy; violence; conduct exhibiting less than total consciousness or self-control; difficulty in performing normal physical tasks; exhibiting the odor of alcohol or marijuana; or any unusual appearance or behavior.
- Transportation for "Cause" testing. When an employee is tested based on cause, The Exploris School will transport the employee to the site for the collection of a sample for testing purposes.

9.4 Confirmation Tests

As a part of this Policy, all positive test results will be confirmed by a second test on the same sample before any employment action is taken based on a test result. The following specific procedures apply to testing pursuant to this Policy:

- Drug confirmation tests. An initial drug test will be conducted on all samples. If the initial test is positive, the confirmation test will be conducted using a process called gas chromatography with mass spectrometry ("GC/MS") or an equivalent scientifically accepted

method. All such tests will be conducted by laboratories certified by the National Institute of Drug Abuse or "NIDA".

- Alcohol confirmation tests. Initial test will be conducted using a process that identifies the presence of alcohol in saliva. If this test is positive, and the employee appears capable of making a decision, then the employee will be given the option of submitting immediately to either a urine or a blood alcohol confirmation test. Testing a urine sample for alcohol is not as accurate as testing a blood sample; however, The Exploris School will not require employees to submit to the withdrawal of blood. Therefore, an employee who initially tests positive for alcohol will be given the option of submitting either to a blood or a urine confirmation test. The employee will be bound by the confirmation test procedure he or she selects.

- Medical Review Officer. The Exploris School's insurance carrier will provide the services of a Medical Review Officer ("MRO") to review all positive confirmation test results and explore with the employee the possibility of a false positive test result. Positive confirmation tests will not be reported to The Exploris School until the employee in question has been given the opportunity to consult with the MRO.

- Incapacitated employees. If the employee does not appear to be capable of making an immediate decision concerning the option of submitting to either a urine or a blood alcohol confirmation test, the initial test result will be final and the employee will be suspended pending a determination of employment status.

- Refusal to submit to a test. Any employee who refuses to submit to an initial alcohol or drug test or who refuses to submit to a confirmation alcohol or drug test will be subject to immediate discipline, up to and including termination.

9.5 Confidentiality

The results of all drug and alcohol tests will be treated as confidential. Unless an employee gives his or her written consent, The Exploris School will not release the employee's drug or alcohol test records to a subsequent employer.

9.6 Rehabilitation

- Self-identification. The Exploris School encourages any employee who has a substance abuse problem to come forward and identify themselves as having a problem. Such an employee will not be immediately terminated, but instead may be required to complete a 30-day unpaid rehabilitation leave of absence. An employee may use sick and vacation leave or short term disability if available for these 30 days. However, an employee will not be eligible for a 30-day rehabilitation period if he requests the opportunity for rehabilitation in response to being asked to submit to a substance abuse test, if the employee has tested positive under this Policy, or if the employee has otherwise violated this Policy.

- Participation in treatment during rehabilitation. During the rehabilitation period, the employee will be required to provide The Exploris School with proof of participation in treatment, which will include, at least, regular attendance by the employee at Narcotics Anonymous or Alcoholics Anonymous meetings.

- Probation following rehabilitation. If the employee successfully completes the rehabilitation period, he or she will be placed on probation for the balance of his or her employment. The terms of the probation will include submission by the employee to drug or alcohol testing at the request of The Exploris School. Employees who test positive for

drugs or alcohol while on probation will be terminated immediately.

10 NO CONTRACT

This policy does not constitute a contract for employment of a specific duration. All employees of The Exploris School are employed at will, and the employment relationship may be terminated by The Exploris School or by the employee at any time or for any reason. The Exploris School reserves the discretion to rescind or modify this policy, in whole or in part, with or without notice. Other employment policies and procedures remain applicable to employees to the extent that these policies and procedures do not conflict with the substance abuse policy.

Revised August 13, 2012
Revised August 12, 2015
Revised August 18, 2016
Revised August 1, 2017
Revised June 27, 2018
Revised August 1, 2019