



Phoenix Tree Educational Foundation Inc

**Phoenix Tree Educational Foundation Inc, DBA: Deeper Root
Academy**

Employee Handbook

August 01, 2022

TABLE of CONTENTS

CORE POLICIES	4
1.0 WELCOME	4
1.1 A Welcome Policy	4
1.2 At-Will Employment	4
2.0 INTRODUCTORY LANGUAGE AND POLICIES	5
2.1 About the Company	5
2.2 Ethics Code	6
2.3 Mission Statement	6
3.0 HIRING AND ORIENTATION POLICIES	7
3.1 Conflicts of Interest	7
3.2 New Hires and Introductory Periods	7
3.3 Employment Authorization Verification	7
4.0 WAGE AND HOUR POLICIES	7
4.1 Attendance Policy	7
4.2 Business Expenses Policy	8
4.3 Direct Deposit	8
4.4 Introduction to Wage and Hour Policies	8
4.5 Job Abandonment	8
4.6 Paycheck Deductions	8
4.7 Recording Time	9
5.0 PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	9
5.1 Criminal Activity/Arrests	9
5.2 Exit Interview	9
5.3 Outside Employment	9
5.4 Pay Raises	10
5.5 Performance Improvement	10
5.6 Post-Employment References	10
5.7 Problem Solving Procedures	10
5.8 Standards of Conduct	10
5.9 Workforce Reductions (Layoffs)	11
6.0 GENERAL POLICIES	11
6.1 Authorization for Use of Personal Vehicle	11
6.2 Bulletin Boards	12
6.3 Computer Security and Copying of Software	12
6.4 Employer Sponsored Social Events	12
6.5 Nonsolicitation/Nondistribution Policy	12
6.6 Off-Duty Use of Employer Property or Premises	13
6.7 Open Door Policy	13
6.8 Personal Appearance	13
6.9 Personal Cell Phone/Mobile Device Use	14
6.10 Personal Data Changes	14
6.11 Security	14
6.12 Social Media Policy	15
6.13 Telephone Use	16
6.14 Third Party Disclosures	16
6.15 Workplace Privacy and Right to Inspect	16
7.0 BENEFITS	16
7.1 401(k) Plan	16
7.2 Bereavement Leave	17
7.3 Dental Insurance	17
7.4 Exempt Personnel	17
7.5 Holidays	17
7.6 Regular Full-Time Personnel	18
7.7 Regular Part-Time Personnel	18
7.8 Unemployment Compensation Insurance Policy	18
7.9 Vision Care Insurance	18
7.10 Workers' Compensation Insurance Policy	18
7.11 Military Leave (USERRA)	18
8.0 SAFETY AND LOSS PREVENTION	19
8.1 Business Closure and Emergencies	19
8.2 General Safety Policy	20
8.3 Policy Against Workplace Violence	20
8.4 Drug-Free Workplace	21
8.5 COVID-19 Workplace Safety Policy	22
9.0 TRADE SECRETS AND INVENTIONS	23
9.1 Confidentiality and Nondisclosure of Trade Secrets	23
10.0 CUSTOMER RELATIONS	23
10.1 Customer, Client, and Visitor Relations	23

10.2 Products and Services Knowledge.....	24
FLORIDA POLICIES.....	25
INTRODUCTORY LANGUAGE AND POLICIES.....	25
Revisions to Handbook	25
HIRING AND ORIENTATION POLICIES.....	25
Disability Accommodation	25
EEO Statement and Nonharassment Policy.....	25
Religious Accommodation.....	27
WAGE AND HOUR POLICIES	27
Accommodations for Nursing Mothers	27
Meal and Rest Periods.....	28
Overtime.....	28
Pay Period.....	28
PERFORMANCE, DISCIPLINE, LAYOFF, AND TERMINATION	28
Disciplinary Process	28
GENERAL POLICIES	29
Access to Personnel and Medical Records Files	29
Voicemail, Email, and Internet Policy	29
BENEFITS.....	30
Health Insurance	30
Jury Duty Leave	30
Paid Time Off (PTO) Policy	30
Voting Leave	31
SAFETY AND LOSS PREVENTION	32
Drug and Alcohol Policy	32
Nonsmoking Policy.....	32
TRADE SECRETS AND INVENTIONS	33
Inventions.....	33
CLOSING STATEMENT	34
ACKNOWLEDGMENT OF RECEIPT AND REVIEW.....	35

Core Policies

1.0 Welcome

1.1 A Welcome Policy

Welcome! You have just joined a dedicated organization. We hope that your employment with Phoenix Tree Educational Foundation Inc will be rewarding and challenging. We take pride in our employees as well as in the products and services we provide.

The School complies with all federal and state employment laws, and this handbook generally reflects those laws. The School also complies with any applicable local laws, although there may not be an express written policy regarding those laws contained in the handbook.

Please take the time now to read this handbook carefully. Sign the acknowledgment at the end to show that you have read, understood, and agree to the contents of this handbook, which sets out the basic rules and guidelines concerning your employment. This handbook supersedes any previously issued handbooks or policy statements dealing with the subjects discussed herein. The School reserves the right to interpret, modify, or supplement the provisions of this handbook at any time. Neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. Please understand that no employee handbook can address every situation in the work place.

If you have questions about your employment or any provisions in this handbook, contact Dr. Angela Kennedy.

We wish you success in your employment here at Phoenix Tree Educational Foundation Inc!

All the best,

Dr. Angela Kennedy, President Phoenix Tree Educational Foundation Inc

1.2 At-Will Employment

Your employment with Phoenix Tree Educational Foundation Inc is on an "at-will" basis. This means your employment may be terminated at any time, with or without notice and with or without cause. Likewise, we respect your right to leave the School at any time, with or without notice and with or without cause.

Nothing in this handbook or any other School document should be understood as creating a contract, guaranteed or continued employment, a right to termination only "for cause," or any other guarantee of continued benefits or employment. Only the President has the authority to make promises or negotiate with regard to guaranteed or continued employment, and any such promises are only effective if placed in writing and signed by the President.

If a written contract between you and the School is inconsistent with this handbook, the written contract is controlling.

Nothing in this handbook will be interpreted, applied, or enforced to interfere with, restrain, or coerce employees in the exercise of their rights under Section 7 of the National Labor Relations Act.

2.0 Introductory Language and Policies

2.1 About the Company

Deeper Root Academy is a private Christian-based School and subsidiary of Phoenix Tree Educational Foundation, Inc. We offer classes for preschool ages 2 to 4 years of age and Kindergarten through 8th Grade education. The academy provides character education with an emphasis on multiple intelligences. Our school focuses on academic achievement with an emphasis on how children are smart rather than how smart children are.

The vision of Deeper Root Academy is to provide business and educational excellence by serving our clients and community with compassion, commitment, and character. The educational focus is based on the study of Howard Gardner's theory of Multiple Intelligence. At the core of this theory is the recognition that people think and learn differently and that intelligence can be expressed in a multitude of ways. This approach differs from the traditional education provided in public, and private schools in Florida.

Using the Common Core State Standards and Nationwide benchmarks, our teaching will incorporate each of the eight major intellectual domains defined by Dr. Gardner and provide opportunities for each student to use his or her unique intelligence to understand the subject matter.

In addition, we help students understand their strengths and challenges using Multiple Intelligence as a tool. Students learn to use strengths to acquire new information and work on more fully developing their knowledge in areas that are a challenge for them. Our Christian values and character education will also foster the sound qualities that should be at the core of humanity. We seek to rule out any chance of failure and teach our students to embrace their God-given abilities and talents in order to develop their understanding of how they can positively impact our world. This opportunity is extended to those who qualify for scholarship based on academic or developmental needs as well as provide scholarship opportunity for those who may not otherwise be able to afford to receive this type of quality education.

We recognize the need for a nurturing environment where children are treated as individuals. We understand that each child is different and we look for ways to allow each one to become who God intends them to be. It is our goal to provide a comfortable and safe place where each child is encouraged to learn and grow.

2.2 Ethics Code

Phoenix Tree Educational Foundation Inc will conduct business honestly and ethically wherever operations are maintained. We strive to improve the quality of our services, products, and operations and will maintain a reputation for honesty, fairness, respect, responsibility, integrity, trust, and sound business judgment. Our managers and employees are expected to adhere to high standards of business and personal integrity as a representation of our business practices, at all times consistent with their duty of loyalty to the Phoenix Tree Educational Foundation Inc.

We expect that officers, directors, and employees will not knowingly misrepresent the School and will not speak on behalf of the School unless specifically authorized. The confidentiality of trade secrets, proprietary information, and similar confidential commercially-sensitive information (i.e. financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) about the School or operations, or that of our customers or partners, is to be treated with discretion and only disseminated on a need-to-know basis (see policies relating to privacy).

Reporting Child Abuse, Abandonment or Neglect All employees and agents have an affirmative duty to report all actual or suspected cases of child abuse, abandonment, or neglect. Call 1-800-96-ABUSE or report online at: <http://www.dcf.state.fl.us/abuse/report/>.

Signs of Physical Abuse The child may have unexplained bruises, welts, cuts, or other injuries; broken bones; or burns. A child experiencing physical abuse may seem withdrawn or depressed, seem afraid to go home or may run away, shy away from physical contact, be aggressive, or wear inappropriate clothing to hide injuries.

Signs of Sexual Abuse The child may have torn, stained or bloody underwear, trouble walking or sitting, pain or itching in genital area, or a sexually transmitted disease. A child experiencing sexual abuse may have unusual knowledge of sex or act seductively, fear a particular person, seem withdrawn or depressed, gain or lose weight suddenly, shy away from physical contact, or run away from home.

Signs of Neglect The child may have unattended medical needs, little or no supervision at home, poor hygiene, or appear underweight. A child experiencing neglect may be frequently tired or hungry, steal food, or appear overly needy for adult attention.

Patterns of Abuse: Serious abuse usually involves a combination of factors. While a single sign may not be significant, a pattern of physical or behavioral signs is a serious indicator and should be reported.

Violation of the Code of Ethics can result in discipline, up to and including termination of employment. The degree of discipline imposed may be influenced by the existence of voluntary disclosure of any ethical violation and whether or not the violator cooperated in any subsequent investigation.

2.3 Mission Statement

Our educational focus is based on the study of Howard Gardner's theory of Multiple Intelligence. At the core of this theory is the recognition that people think and learn differently and that intelligence can be expressed in a multitude of ways. This approach differs from the traditional education provided in public, and private schools in Florida. Using the Common Core State Standards and Nationwide benchmarks, our teaching will incorporate each of the seven major intellectual domains defined by Dr. Gardner and provide opportunities for each student to use his or her unique intelligence to understand the subject matter.

In addition, we will help students understand their strengths and challenges using Multiple Intelligence as a tool. Students will learn to use strengths to acquire new information and work on more fully developing their knowledge in areas that are a challenge for them. Our Christian values and character education will also foster the sound qualities that should be at the core of humanity. We seek to rule out any chance of failure and teach our students to embrace their God-given abilities and talents in order to develop their understanding of how they can positively impact our world. This opportunity will be extended to those who qualify for scholarship based on academic or developmental needs as well as provide scholarship

opportunity for those who may not otherwise be able to afford to receive this type of quality education through School Choice Options offered in Florida through the Department of Education.

3.0 Hiring and Orientation Policies

3.1 Conflicts of Interest

Phoenix Tree Educational Foundation Inc is concerned with conflicts of interest that create actual or potential job-related concerns, especially in the areas of confidentiality, customer relations, safety, security, and morale. If there is any actual or potential conflict of interest between you and a competitor, supplier, distributor, or contractor to the School, you must disclose it to your Administrative Support. If an actual or potential conflict of interest is determined to exist, the School will take such steps as it deems necessary to reduce or eliminate this conflict.

3.2 New Hires and Introductory Periods

The first 60 days of your employment is considered an introductory period. During this period, you will become familiar with Phoenix Tree Educational Foundation Inc and your job responsibilities, and we will have the opportunity to monitor the quality and value of your performance and make any necessary adjustments in your job description or responsibilities. Your introductory period with the School can be shortened or lengthened as deemed appropriate by Administration. Completion of this introductory period does not imply guaranteed or continued employment. Nothing that occurs during or after this period should be construed to change the nature of the "at-will" employment relationship.

3.3 Employment Authorization Verification

New hires will be required to complete Section 1 of federal Form I-9 on the first day of paid employment and must present acceptable documents authorized by the U.S. Citizenship and Immigration Services proving identity and employment authorization no later than the third business day following the start of employment with Phoenix Tree Educational Foundation Inc. If you are currently employed and have not complied with this requirement or if your status has changed, inform your Administrative Support.

If you are authorized to work in this country for a limited period of time, you will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the School.

4.0 Wage and Hour Policies

4.1 Attendance Policy

If you know ahead of time that you will be absent or late, provide reasonable advance notice to your Administrative Support. You may be required to provide documentation of any medical or other excuse for being absent or late where permitted by applicable law.

Phoenix Tree Educational Foundation Inc reserves the right to apply unused vacation, sick time, or other paid time off to unauthorized absences where permitted by applicable law. Absences resulting from approved leave, vacation, or legal requirements are exceptions to the policy.

Please ensure you're following your scheduled shift time and accurately documenting your hours worked. Your hours should be properly documented utilizing our Timekeeping system. If you're clocking in earlier/later than your scheduled shift time, or taking an extended break period, this must first be pre-approved by Administrative Support. If you do not have pre-approval in advance of any additional time needed, you will be subject to our Attendance Policy. Any violation of this policy may result in disciplinary action, up to including termination.

4.2 Business Expenses Policy

The purpose of this policy is to define approved nontravel business expenses and the authority for incurring and approving such expenses at Phoenix Tree Educational Foundation Inc.

Approved business expenses are the reasonable and necessary expenses incurred by employees to achieve legitimate business purposes that are not covered by normal School procurement processes.

Professional Development

Through our partnership with Orange County Public Schools, our Title II funding pays for expenses associated with attendance at classes and seminars that enhance job-related skills. Prior approval must be obtained by your Administrative Support.

Reporting

Report approved expenses on the required Title II form and include a description of the expense (Ex. Mileage, food, gas, rental), its business purpose, date, place, and the participants.

4.3 Direct Deposit

Phoenix Tree Educational Foundation Inc at this time does not offer direct deposit. A written explanation of your deductions will be given to you on paydays described in the preceding sections, in the form of a paper check. If you have any questions pertaining to your paystub at any time, please speak with your Administrative Support.

The School will notify you of any changes should another form of pay distribution, be implemented.

4.4 Introduction to Wage and Hour Policies

At Phoenix Tree Educational Foundation Inc, pay depends on a wide range of factors, including pay scale surveys, individual effort, profits, and market forces. If you have any questions about your compensation, including matters such as paid time off, commissions, overtime, benefits, or paycheck deductions, speak with your Administrative Support.

4.5 Job Abandonment

If you fail to show up for work or fail to call in with an acceptable reason for the absence for a period of three (3) consecutive days, you will be considered to have abandoned your job and voluntarily resigned from Phoenix Tree Educational Foundation Inc.

4.6 Paycheck Deductions

Phoenix Tree Educational Foundation Inc is required by law to make certain deductions from your pay each pay period. This includes income and unemployment taxes, Federal Insurance Contributions Act (FICA) contributions (Social Security and Medicare), and any other deductions required under law or by court order for wage garnishments. The amount of your tax deductions will depend on your earnings and the number of exemptions you list on your federal Form W-4 and applicable state withholding form. You may also authorize voluntary deductions from your paycheck, including contributions for insurance premiums, retirement plans, spending accounts, or other services. Your deductions will be reflected in your wage statement.

The School will not make deductions to your pay that are prohibited by federal, state, or local law. If you have any questions about deductions from your pay, contact your Administrative Support. 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.

4.7 Recording Time

Phoenix Tree Educational Foundation Inc is required by applicable federal, state, and local laws to keep accurate records of hours worked by certain employees. To ensure that the School has complete and accurate time records and that employees are paid for all hours worked, nonexempt employees are required to record all working time using School timekeeping system. Exempt employees may also be required to track days or time worked. Speak with your Administrative Support for specific instructions.

You must accurately record all of your time to ensure you are paid for all hours worked, and must follow established School procedures for recording your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work, before your meal period.
- Immediately before resuming work, after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.

If you are required to clock in, you should clock in no more than seven minutes ahead of your start time and clock out no later than seven minutes after your quitting time.

Notify your Administrative Support of any pay discrepancies, unrecorded or misrecorded work hours, or any involuntarily missed meal or break periods. Falsifying time entries is strictly prohibited. Falsifying time entries includes working "off the clock." If you falsify your own time records, or the time records of co-workers, or if you work off the clock, you will be subject to discipline up to and including termination. Immediately report to Administrative Support any employee or supervisor, who falsifies your time entries or encourages or requires you to falsify your time entries or work off the clock.

5.0 Performance, Discipline, Layoff, and Termination

5.1 Criminal Activity/Arrests

Phoenix Tree Educational Foundation Inc will report all criminal activity in accordance with applicable law. Involvement in criminal activity while employed by the School, whether on or off School property, may result in disciplinary action including suspension or termination of employment.

You are expected to be on the job, ready to work, when scheduled. Inability to report to work as scheduled may lead to disciplinary action, up to and including termination of employment, for violation of an attendance policy or job abandonment.

5.2 Exit Interview

You may be asked to participate in an exit interview when you leave Phoenix Tree Educational Foundation Inc. The purpose of the exit interview is to provide management with greater insight into your decision to leave employment; identify any trends requiring attention or opportunities for improvement; and to assist the School in developing effective recruitment and retention strategies. Your cooperation in the exit interview process is appreciated.

5.3 Outside Employment

Outside employment that creates a conflict of interest or that affects the quality or value of your work performance or availability at Phoenix Tree Educational Foundation Inc is prohibited. The School recognizes that you may seek additional employment during off hours, but in all cases expects that any outside employment will not affect job performance, work hours, or scheduling, or otherwise adversely affect your ability to effectively perform your duties. Any conflicts should be reported to your Administrative Support. Failure to adhere to this policy may result in discipline up to and including termination.

5.4 Pay Raises

Depending on financial health and other School factors, efforts will be made to give pay raises consistent with Phoenix Tree Educational Foundation Inc profitability, job performance, and the consumer price index. The School may also make individual pay raises based on merit or due to a change of job position.

5.5 Performance Improvement

Phoenix Tree Educational Foundation Inc will make efforts to periodically review your work performance. The performance improvement process will take place quarterly, or as business needs dictate. You may specifically request that your Administrative Support assist you in developing a performance improvement plan at any time.

The performance improvement process is a means for increasing the quality and value of your work performance. Your initiative, effort, attitude, job knowledge, and other factors will be addressed. You must understand that a positive job performance review does not guarantee a pay raise or continued employment. Pay raises and promotions are based on numerous factors, only one of which is job performance.

5.6 Post-Employment References

Phoenix Tree Educational Foundation Inc policy is to confirm dates of employment and job title only. With written authorization, the School will confirm compensation. Forward any requests for employment verification to Administrative Support.

5.7 Problem Solving Procedures

Phoenix Tree Educational Foundation Inc strives to provide a comfortable, productive, legal, and ethical work environment. To this end, we want you to bring any problems, concerns, or grievances you have about the work place to the attention of your Administrative Support and, if necessary, to the School Director. To help manage conflict resolution we have instituted the following problem-solving procedure:

If you believe there is inappropriate conduct or activity on the part of the School, management, its employees, vendors, customers, or any other persons or entities related to the School, bring your concerns to the attention of your Administrative Support at a time and place that will allow the person to properly listen to your concern. Most problems can be resolved informally through dialogue between you and your immediate Administrative Support. If you have already brought this matter to the attention of your Administrative Support before and do not believe you have received a sufficient response, or if you believe that person is the source of the problem, present your concerns to the School Director. Describe the problem, those persons involved in the problem, efforts you have made to resolve the problem, and any suggested solution you may have.

5.8 Standards of Conduct

Phoenix Tree Educational Foundation Inc wishes to create a work environment that promotes job satisfaction, respect, responsibility, integrity, and value for all our employees, clients, customers, and other stakeholders. We all share in the responsibility of improving the quality of our work environment. By deciding to work here, you agree to follow our rules.

While it is impossible to list everything that could be considered misconduct in the workplace, what is outlined here is a list of common-sense infractions that could result in discipline, up to and including immediate termination of employment. This policy is not intended to limit our right to discipline or discharge employees for any reason permitted by law.

Examples of inappropriate conduct include:

- Violation of the policies and procedures set forth in this handbook.

- Possessing, using, distributing, selling, or negotiating the sale of illegal drugs or other controlled substances.
- Being under the influence of alcohol during working hours on School property (including in School vehicles), or on School business.
- Inaccurate reporting of the hours worked by you or any other employees.
- Providing knowingly inaccurate, incomplete, or misleading information when speaking on behalf of the School or in the preparation of any employment-related documents including, but not limited to, job applications, personnel files, employment review documents, intra-company communications, or expense records.
- Taking or destroying School property.
- Possession of potentially hazardous or dangerous property (where not permitted) such as firearms, weapons, chemicals, etc., without prior authorization.
- Fighting with, or harassment of (as defined in our EEO policy), any fellow employee, vendor, or customer.
- Disclosure of School trade secrets and proprietary and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development information, customer lists, patents, trademarks, etc.) of the School or its customers, contractors, suppliers, or vendors.
- Refusal or failure to follow directions or to perform a requested or required job task.
- Refusal or failure to follow safety rules and procedures.
- Excessive tardiness or absences.
- Smoking in nondesignated areas.
- Working unauthorized overtime.
- Solicitation of fellow employees on School premises during working hours.
- Failure to dress according to School policy.
- Use of obscene or harassing (as defined by our EEO policy) language in the workplace.
- Engaging in outside employment that interferes with your ability to perform your job at this School.
- Gambling on School premises.
- Lending keys or keycards to School property to unauthorized persons.

Nothing in this policy is intended to limit your rights under the National Labor Relations Act, or to modify the at-will employment status where at-will is not prohibited by state law.

5.9 Workforce Reductions (Layoffs)

If necessary, based upon business needs, Phoenix Tree Educational Foundation Inc management may decide to implement a reduction in force (RIF). We acknowledge that RIFs can be a trying experience for all involved, and the School will make its best effort to make sound business decisions while acknowledging the needs of its workforce.

6.0 General Policies

6.1 Authorization for Use of Personal Vehicle

All employees required to operate a motor vehicle as part of their employment duties must maintain a valid driver's license, acceptable driving record, and appropriate insurance coverage. Phoenix Tree Educational Foundation Inc may run a motor vehicle department check to determine your driving record. It is your responsibility to provide a copy of your current driver's license and insurance coverage for your personnel file. Any changes in your driving record, including, but not limited to, driving infractions or changes to your insurance policy, must be reported to the School.

Written authorization from Administration and parent's is required in order to transport any student to or from Phoenix Tree Educational Foundation.

If you use your personal vehicle in the course and scope of employment, you may not operate such vehicle while:

1. Under the influence of drugs, alcohol, or any other substance that might impair your judgment or ability to drive; or
2. Texting, emailing, or otherwise using a cell phone or other handheld device without utilizing a hands-free device.

6.2 Bulletin Boards

Phoenix Tree Educational Foundation Inc maintains an official bulletin board located in the staff lounge/workroom for providing employees with official School notices, including wage and hour laws, changes in policies, and other employment-related notices. At times the School may also post information of general interest to employees on the bulletin board. You are responsible for being informed about this material by periodically reviewing the bulletin board. Only authorized personnel may add and remove notices from the bulletin board.

6.3 Computer Security and Copying of Software

Software programs purchased and provided by Phoenix Tree Educational Foundation Inc are to be used only for creating, researching, and processing materials for School use. By using School hardware, software, and networking systems you assume personal responsibility for their use and agree to comply with this policy and other applicable School policies, as well as city, state, and federal laws and regulations.

All software acquired for or on behalf of the School, or developed by School employees or contract personnel on behalf of the School, is and will be deemed School property. It is the policy of the School to respect all computer software rights and to adhere to the terms of all software licenses to which the School is a party. The Director of Information Systems is responsible for enforcing these guidelines.

You may not illegally duplicate any licensed software or related documentation. Unauthorized duplication of software may subject you and/or the School to both civil and criminal penalties under the United States Copyright Act. To purchase software, obtain Administrative approval.

You may not duplicate, copy, or give software to any outsiders including clients, contractors, customers, and others. You may use software on local area networks or on multiple machines only in accordance with applicable license agreements entered into by the School.

6.4 Employer Sponsored Social Events

Phoenix Tree Educational Foundation Inc holds periodic social events for employees. Be advised that your attendance at these events is voluntary and does not constitute part of your work-related duties. Any exceptions to this policy must be in writing and signed by an Administrative Support prior to the event.

Alcoholic beverages may be available at these events. If you choose to drink alcoholic beverages, you must do so in a responsible manner. Do not drink and drive. Instead, please call a taxi/car service, or appoint a designated driver.

6.5 Nonsolicitation/Nondistribution Policy

To avoid disruption of business operations or disturbance of employees, visitors, and others, Phoenix Tree Educational Foundation Inc has implemented a Nonsolicitation/Nondistribution Policy. For purposes of this policy, "solicitation" includes, but is not limited to, selling items or services, requesting contributions, and soliciting or seeking to obtain membership in or support for any organization. Solicitation performed through verbal, written, or electronic means is covered by the Nonsolicitation/Nondistribution Policy.

You are prohibited from soliciting other employees during your assigned working time. For this purpose, working time means time during which either you or the employees who are the object of the solicitation are expected to be actively engaged with assigned work. You may conduct solicitations during your lunch period, coffee breaks, or other authorized nonworking time, so long as you do so when the other

employees are also on nonworking time.

To avoid inappropriate litter, clutter, and safety risks, you may not distribute literature or other items that are not work related in working areas at any time. Working areas do not include break/rest areas, lunch rooms, or parking lots. Electronic distribution of materials is prohibited during work time. Literature that violates the company's equal employment opportunity (EEO) and nonharassment policies (including threats of violence), or is knowingly and recklessly false, is never permitted. Non-employees are not permitted to distribute materials on company premises at any time.

This policy is not intended to restrict the statutory rights of employees, including the right to discuss terms and conditions of employment.

Violations of this policy should be reported to Administrative Support.

6.6 Off-Duty Use of Employer Property or Premises

You may not use Phoenix Tree Educational Foundation Inc property for personal use during working time. You are responsible for returning School property in good condition and repairing or replacing any property damaged as the result of personal use or as the result of negligence. This includes use of copy machines, computers, School products, or office supplies for personal use without prior authorization.

It is School policy to control off duty and nonworking hour use of School facilities either for business or personal reasons. You are prohibited from using School facilities during off duty or nonworking hours without the written consent of your Administrative Support. If you use School facilities during your off-duty hours or School off-hours, you may be required to sign a log-in and log-out sheet maintained by the School or building manager.

6.7 Open Door Policy

At Phoenix Tree Educational Foundation Inc, we welcome suggestions for continued improvement and welcome your ideas for better ways to do your job, produce or sell the products or services of our School, or meet customer and client needs. Discuss your ideas with your Administrative Support or another member of the management team.

We also encourage you to offer any suggestions derived from seminars, magazines, or other outside sources of information you believe would add value to the School.

Understand that any suggestions, innovations, inventions, or other matter created by you on work time or with School tools or property are considered to be the property of the School.

6.8 Personal Appearance

Your personal appearance reflects on the reputation, integrity, and public image of Phoenix Tree Educational Foundation Inc. All employees are required to report to work neatly groomed and dressed. You are expected to maintain personal hygiene habits that are generally accepted in the community, including clean clothing, good grooming and personal hygiene, and appropriate attire for the workplace and the work being performed. This includes wearing uniforms or protective safety clothing and equipment, depending upon the job. Use common sense and good judgment in determining what to wear to work.

Fragrant products, including but not limited to perfumes, colognes, and scented body lotions or hair products, should be used in moderation out of concern for others with sensitivities or allergies.

The School, in accordance with applicable law, will reasonably accommodate employees with disabilities or religious beliefs that make it difficult for them to comply fully with the personal appearance policy unless doing so would impose an undue hardship on the School. Contact your Administrative Support to request a reasonable accommodation.

Failure to comply with the personal appearance standards may result in being sent home to groom or change clothes. Frequent violations may result in disciplinary action, up to and including termination of employment.

6.9 Personal Cell Phone/Mobile Device Use

While Phoenix Tree Educational Foundation Inc permits employees to bring personal cell phones and other mobile devices (i.e., smart phones, PDAs, tablets, laptops) into the workplace, you must not allow the use of such devices to interfere with your job duties or impact workplace safety and health.

Use of personal cell phones and mobile devices at work can be distracting and disruptive and cause a loss of productivity. Thus, you should primarily use such personal devices during nonworking time, such as breaks and meal periods. During this time, use devices in a manner that is courteous to those around you. Outside of nonworking time, use of such devices should be minimal and limited to emergency use only. If you have a device that has a camera and/or audio/video recording capability, you are restricted from using those functions on School property unless authorized in advance by management or when they are used in a manner consistent with your right to engage in concerted activity under section 7 of the National Labor Relations Act (NLRA).

You are expected to comply with School policies regarding the protection of confidential and proprietary information when using personal devices.

While operating a vehicle on work time, the School requires that the driver's personal cell phone/mobile device be turned off. If you need to make or receive a phone call while driving, pull off the road to a safe location unless you have the correct hands-free equipment for the device that is in compliance with applicable state laws.

You may not connect your personal device to the School network or to School equipment (computers, printers, etc.).

You may have the opportunity to use your personal devices for work purposes. Before using a personal device for work-related purposes, you must obtain written authorization from the School Director. The use of personal devices is limited to certain employees and may be limited based on compatibility of technology. To ensure the security of School information, Set forth security policies related to specific devices, for example, any software requirements (antivirus, firewall, VPN, etc.). Include details on how information will be removed from a device upon termination of employment.

Nothing in this policy is intended to prevent employees from engaging in protected concerted activity under the NLRA.

You will be subject to disciplinary action up to and including termination of employment for violation of this policy.

6.10 Personal Data Changes

It is your obligation to provide Phoenix Tree Educational Foundation Inc with your current contact information, including current mailing address and telephone number. Inform the School of any changes to your marital or tax withholding status. Failure to do so may result in loss of benefits or delayed receipt of W-2 and other mailings. To make changes to this information, contact Administrative Support.

6.11 Security

All employees are responsible for helping to make Phoenix Tree Educational Foundation Inc a secure work environment. Upon leaving work, lock all desks, lockers, and doors protecting valuable or sensitive material in your work area and report any lost or stolen keys, passes, or similar devices to your Administrative Support immediately. Refrain from discussing specifics regarding School security systems, alarms, passwords, etc. with those outside of the School.

Immediately advise your Administrative Support of any known or potential security risks and/or suspicious conduct of employees, customers, or guests of the School. Safety and security are the responsibility of all employees and we rely on you to help us keep our premises secure.

6.12 Social Media Policy

At Phoenix Tree Educational Foundation Inc, we recognize the Internet provides unique opportunities to participate in interactive discussions and share information using a wide variety of social media. However, use of social media also presents certain risks and carries with it certain responsibilities. To minimize risks to the School, you are expected to follow our guidelines for appropriate use of social media.

This policy applies to all employees who work for the School.

Guidelines

For purposes of this policy, **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 website, social networking or affinity website, web bulletin board or a chat room, whether associated or affiliated with the School, as well as any other form of electronic communication.

School principles, guidelines, and policies apply to online activities just as they apply to other areas of work. Ultimately, you are solely responsible for what you communicate in social media. You may be personally responsible for any litigation that may arise should you make unlawful defamatory, slanderous, or libelous statements against any customer, manager, owner, or employees of the School.

Know and Follow the Rules

Ensure your postings are consistent with these guidelines. Postings that include unlawful discriminatory remarks, harassment, and threats of violence or other unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be Respectful

The School cannot force or mandate respectful and courteous activity by employees on social media during nonworking time. If you decide to post complaints or criticism, avoid using statements, photographs, video, or audio that reasonably could be viewed as unlawful, slanderous, threatening, or that might constitute unlawful harassment. Examples of such conduct might include defamatory or slanderous posts meant to harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, age, national origin, religion, veteran status, or any other status or class protected by law or School policy. Your personal posts and social media activity should not reflect upon or refer to the School.

Maintain Accuracy and Confidentiality

When posting information:

- Maintain the confidentiality of trade secrets, intellectual property, and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School.
- Do not create a link from your personal blog, website, or other social networking site to a School website that identifies you as speaking on behalf of the School.
- Never represent yourself as a spokesperson for the School. If the School is a subject of the content you are creating, do not represent yourself as speaking on behalf of the School. Make it clear in your social media activity that you are speaking on your own behalf.
- Respect copyright, trademark, third-party rights, and similar laws and use such protected information in compliance with applicable legal standards.

Using Social Media at Work

Do not use social media while on your work time, unless it is work related such as for parent communication purposes, as authorized by Administrative Support or consistent with policies that cover equipment owned by the School.

Media Contacts

If you are not authorized to speak on behalf of the School, do not speak to the media on behalf of the School. Direct all media inquiries for official School responses to the Director.

Retaliation and Your Rights

Retaliation or any other negative action is prohibited against anyone who, based on a reasonable belief, reports a possible deviation from this policy or cooperates in an investigation. Those who retaliate against others for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Nothing in this policy is designed to interfere with, restrain, or prevent employees from communications regarding wages, hours, or other terms and conditions of employment, or to restrain employees in exercising any other right protected by law. All employees have the right to engage in or refrain from such activities.

6.13 Telephone Use

Phoenix Tree Educational Foundation Inc phones are principally for work-related communications. Unless there is an emergency. Limit personal use of School telephones to brief communications during rest periods where possible. Casual conversation with friends and relatives during working hours is strongly discouraged. Telephone use is subject to the Voicemail/Email/Internet Usage Policy.

6.14 Third Party Disclosures

From time to time, Phoenix Tree Educational Foundation Inc may become involved in news stories or potential or actual legal proceedings of various kinds. When that happens, lawyers, former employees, newspapers, law enforcement agencies, and other outside persons may contact our employees to obtain information about the incident or the actual or potential lawsuit.

If you receive such a contact, you should not speak on behalf of the School and should refer any call requesting the position of the School to the Director. If you have any questions about this policy or are not certain what to do when such a contact is made, contact the Director.

6.15 Workplace Privacy and Right to Inspect

Phoenix Tree Educational Foundation Inc property, including but not limited to lockers, phones, computers, tablets, desks, work place areas, vehicles, or machinery, remains under the control of the School and is subject to inspection at any time, without notice to any employees, and without their presence.

You should have no expectation of privacy in any of these areas. We assume no responsibility for the loss of, or damage to, your property maintained on School premises including that kept in lockers and desks.

7.0 Benefits

7.1 401(k) Plan

Eligible employees (as determined by the terms of the plan) may participate in the Phoenix Tree Educational Foundation Inc 401(k) plan. The company provides employer matching funds to your 401K Plan. Refer to your Summary Plan Description (SPD) for specifics.

Contact the Director if you are eligible to participate in the School 401(k) plan. The School is required to let you know if you are eligible.

This benefit, as well as other benefits, may be canceled or changed at the discretion of the School, unless otherwise required by law.

7.2 Bereavement Leave

Phoenix Tree Educational Foundation Inc recognizes the importance of taking leave when there is a death in the family. You are entitled to take up to three (3) days off (in or out of state), or within a 10-day period with pay for the funeral of an immediate relative. Pay is based on the regular rate for an eight-hour day. Authorized leave without pay is available for extended funeral matters. Personal leave time may also be taken when necessary. Notify Administrative Support of your intention to take bereavement leave as soon as the need arises. The School may request documentation to support absences for bereavement leave.

For the purposes of policy, only the following immediate family relationships are defined as: Employee's spouse, parents, step-parents, siblings, children, step-children, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild.

7.3 Dental Insurance

All regular full-time employees who have completed 60 days of employment at Phoenix Tree Educational Foundation Inc are eligible for the School dental plan. Dental plan benefits are described in detail in the Summary Plan Description (SPD).

7.4 Exempt Personnel

If you are classified as exempt (salaried) at the time of your hiring, you are not eligible for overtime pay as otherwise required by federal, state, or local laws. If you have a question regarding whether you are exempt or nonexempt, contact your Administrative Support for clarification.

7.5 Holidays

Phoenix Tree Educational Foundation Inc offers the following (11) paid holidays each year to all employees:

- 1) New Year's Day
- 2) Martin Luther King
- 3) President's Day
- 4) Good Friday
- 5) Memorial Day
- 6) Juneteenth
- 7) Independence Day
- 8) Labor Day
- 9) Thanksgiving Day
- 10) Day after Thanksgiving

11) Christmas Day

When a holiday falls on a Saturday, it will be observed the preceding Friday. Holidays falling on a Sunday will be observed the following Monday.

If a holiday falls on your regular day off, ask your Administrative Support how it affects you.

You will be compensated for holidays in accordance with federal and state law.

7.6 Regular Full-Time Personnel

Regular full-time employees are those who have completed their introductory period and are regularly scheduled to work more than 30 hours per week. Unless stated otherwise or specifically permitted by law, all the benefits provided to employees at Phoenix Tree Educational Foundation Inc are for regular full-time employees only. This includes vacation, holiday pay, health insurance, and other benefits coverage.

7.7 Regular Part-Time Personnel

All employees who work fewer than 30 hours per week are considered part time. Part-time employees are not eligible for Phoenix Tree Educational Foundation Inc benefits unless specified otherwise in this handbook, in the benefit plan summaries, or specifically permitted by law.

7.8 Unemployment Compensation Insurance Policy

Unemployment compensation insurance is paid for by Phoenix Tree Educational Foundation Inc and provides temporary income for employees who have lost their job under certain circumstances. Your eligibility for unemployment compensation will, in part, be determined by the reasons for your separation from the School.

7.9 Vision Care Insurance

All regular full-time employees who have completed 60 days of employment at Phoenix Tree Educational Foundation Inc are eligible for the School vision care plan. Vision care plan benefits are described in detail in the Summary Plan Description (SPD).

7.10 Workers' Compensation Insurance Policy

Workers' compensation is a no-fault system designed to provide benefits to all employees for work-related injuries. Workers' compensation insurance coverage is paid for by employers and governed by state law. The workers' compensation system provides for coverage of medical treatment and expenses, occupational disability leave, and rehabilitation services, as well as payment for lost wages due to work related injuries. If you are injured on the job while working at Phoenix Tree Educational Foundation Inc, no matter how slightly, you are to report the incident immediately to your Administrative Support. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim for benefits.

To receive workers' compensation benefits, notify your Administrative Support immediately of your claim. If your injury is the result of an on-the-job accident, you must fill out an accident report. You will be required to submit a medical release before you can return to work.

7.11 Military Leave (USERRA)

Phoenix Tree Educational Foundation Inc complies with applicable federal and state law regarding military leave and re-employment rights. Unpaid military leave of absence will be granted to members of the uniformed services in accordance with the Uniformed Services Employment and Reemployment Rights Act

of 1994 (USERRA; with amendments) and all applicable state law. You must submit documentation of the need for leave to Administrative Support. When returning from military leave of absence, you will be reinstated to your previous position or a similar position, in accordance with state and federal law. You must notify your Administrative Support of your intent to return to employment based on requirements of the law. For more information regarding status, compensation, benefits, and reinstatement upon return from military leave, contact Administrative Support.

8.0 Safety and Loss Prevention

8.1 Business Closure and Emergencies

Phoenix Tree Educational Foundation Inc recognizes that inclement weather and other emergencies may affect your ability to get to work. In such situations, your safety is paramount.

Company Closure

Examples of emergencies when the School may close include, but are not limited to: Hurricanes and Natural Disasters, Flooding, Fire, and any unforeseen circumstances.

Notification

In an emergency, the School will make every effort to notify you of the closing by phone, email, or school's notification system. These notification efforts assume that you have access to electricity and internet and/or phone service.

When the School is unable to notify you of the closure, use common sense to assess the safety and practicality of the situation. In a regional power outage, for example, the School is likely to have no power. If there is reported flash flooding in your area, report to work only if you can make it safely.

Partial-Day Closure

If an emergency event such as inclement weather or a power outage occurs, the School may decide to close mid-day. When the School closes mid-day, you will be instructed to leave immediately so that the conditions do not further deteriorate and affect your ability to travel safely.

If you are exempt and are working at home with prior permission, or at the office on the day of the partial day closure, you will be paid your normal salary for the week. If you are nonexempt, you will be paid for the hours you worked, unless state law dictates otherwise.

Notified of Closure Prior to Reporting to Work

If you are nonexempt and are notified of a closure prior to reporting to work, you will not be paid during the closure, unless state law dictates otherwise. If you are exempt, you will be paid your normal salary for the week.

Benefits Coverage

Your health insurance coverage will be maintained by the School during the closure on the same basis as if you were still working.

Extending Leave

When the School closure ends, you are expected to report to work. Contact your Administrative Support if you cannot return to work at the end of the closure. The School recognizes that you may need additional time off to repair extensive home damage or for other emergency situations. These will be assessed on a case-by-case basis.

If You Cannot Get to Work

Unique circumstances may affect your ability to come to work even when the School is able to remain open. The School recognizes that in a severe national or regional disaster, all methods of communication may be unavailable; however, you should continue to try and contact your Administrative Support, by any method possible.

Time missed under circumstances where the School remains open and you are unable to report to work is to be used as vacation time, personal time, or is unpaid.

8.2 General Safety Policy

It is the responsibility of all Phoenix Tree Educational Foundation Inc employees to maintain a healthy and safe work environment. Report all safety hazards and occupational illnesses or injuries to your Administrative Support as soon as reasonably possible and complete an occupational illness or injury form as needed. Failure to follow the School health and safety rules may result in disciplinary action, up to and including termination of employment.

8.3 Policy Against Workplace Violence

As the safety and security of our employees, vendors, contractors, and the general public is in the best interests of Phoenix Tree Educational Foundation Inc, we are committed to working with our employees to provide a work environment free from violence, intimidation, and other disruptive behavior.

Zero Tolerance Policy

The School has a zero-tolerance policy regarding workplace violence and will not tolerate acts or threats of violence, harassment, intimidation, and other disruptive behavior, either physical or verbal, that occurs in the workplace or other areas. This applies to management, co-workers, employees, and non-employees such as contractors, customers, and visitors.

Workplace violence can include oral or written statements, gestures, or expressions that communicate a direct or indirect threat of physical harm, damage to property, or any intentional behavior that may cause a person to feel threatened.

Prohibited Conduct

Prohibited conduct includes, but is not limited to:

- Physically injuring another person.
- Threatening to injure a person or damage property by any means, including verbal, written, direct, indirect, or electronic means.
- Taking any action to place a person in reasonable fear of imminent harm or offensive contact.
- Possessing, brandishing, or using a firearm on School property or while performing School business except as permitted by state law.
- Violating a restraining order, order of protection, injunction against harassment, or other court order.

Reporting Incidents of Violence

Report to your Administrative Support, in accordance with this policy, any behavior that compromises our ability to maintain a safe work environment. All reports will be investigated immediately and kept confidential, except where there is a legitimate need to know. You are expected to cooperate in any investigation of workplace violence.

Violations

Violating this policy may subject you to criminal charges as well as discipline up to and including immediate termination of employment.

Retaliation

Victims and witnesses of workplace violence will not be retaliated against in any manner. In addition, you will not be subject to discipline for, based on a reasonable belief, reporting a threat or for cooperating in an investigation.

If you initiate, participate, are involved in retaliation, or obstruct an investigation into conduct prohibited by this policy, you will be subject to discipline up to and including termination.

If you believe you have been wrongfully retaliated against, immediately report the matter to the School Director

8.4 Drug-Free Workplace

Drug-Free Workplace Act

As a federal contractor, Phoenix Tree Educational Foundation Inc must comply with the requirements of the Drug-Free Workplace Act of 1988, which is a part of Public Law 100-690, Anti-Drug Abuse Act of 1988. The federal Drug-Free Workplace Act of 1988 (§ 5152) covers grants and contracts for the procurement of any service with a value of \$25,000 or more.

To comply with the act, federal agency contractors and federal grant recipients must provide a drug-free workplace. These federal contractors and grant recipients will:

- Publish a statement prohibiting the unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs in the workplace and specify the actions that will be taken against employees for violations.
- Distribute a copy of the policy statement to employees engaged in the performance of a federal grant or contract.
- Notify employees that compliance with the policy is a condition of employment on such grant or contract and that employees must abide by the terms of the policy statement. The policy statement includes the requirement that employees notify the School of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- Notify the granting or contracting agency within 10 days after learning of a criminal drug statute conviction.
- Impose a sanction as required under this act on employees who are so convicted.
- Establish a program of drug-free awareness, informing employees about the organization's policy of maintaining a drug-free workplace, the penalties that may be imposed upon employees for drug-abuse violations, the dangers of drug abuse in the workplace, and any available drug counseling, rehabilitation, and assistance programs.
- Make a good faith effort to continue to maintain a drug-free workplace through implementation of these requirements.

Americans with Disabilities Act

In addition to complying with the federal Drug-Free Workplace Act of 1988, the School must comply with the requirements of the Americans with Disabilities Act of 1990 (ADA). Individuals who currently use drugs illegally are not individuals with disabilities protected under the ADA when an employer takes action because of their continued use of drugs. This includes people who use prescription drugs illegally as well as those who use illegal drugs. However, people who have been rehabilitated and do not currently use drugs illegally, or who are in the process of completing a rehabilitation program, may be protected by the ADA.

Drug-Free Workplace Policy

The School, in compliance with the federal Drug-Free Workplace Act of 1988, has adopted the following policy that must be adhered to as a condition of employment:

- The unlawful use, possession, manufacture, dispensation, or distribution of controlled substances in all work locations is prohibited.

- Any employees convicted of a criminal drug statute violation occurring in the workplace must notify their Administrative Support of the conviction within five days after the conviction. As required by the federal Drug-Free Workplace Act of 1988, the School must inform contracting or granting agencies of such convictions within 10 days after receiving notification or otherwise receiving notice of a conviction.
- Upon receiving such notification, the School, in conjunction with the location concerned, will take all steps necessary to assure the proper conduct of sponsored projects and programs. If a decision is reached to allow the affected individual to continue employment with the School, the individual must participate in and satisfactorily complete an approved drug abuse assistance or rehabilitation program.

The School will evaluate its obligations in accordance with state and other applicable laws where required, on a case-by-case basis.

8.5 COVID-19 Workplace Safety Policy

The health and safety of our employees and their families is our top priority and we have implemented the policies below based on the guidance provided by the Centers for Disease Control and Prevention (CDC) and local health authorities during the COVID-19 pandemic.

Failure to comply with the policies outlined here may result in discipline, up to and including termination.

Personal Hygiene and Safety Protocols

We are following protocols provided by the CDC, as well as any state or local health requirements. We may also implement additional safety requirements, at our discretion, at any time. Our current safety requirements are as follows:

- Wash your hands as soon as you enter the workplace.
- Wash hands/sanitize regularly throughout the day.
- If you cough or sneeze while not wearing a face covering, do so into your elbow or a tissue. Immediately throw away the tissue (if used), promptly wash your hands, and put on a face covering to avoid further exposing those around you.

Illness and Sick Leave

The School is not conducting any screening at this time upon entering the workplace. However, the School reserves the right to implement, should CDC guidelines change at which you may then be subject to health screening when entering the workplace. Screening, if implemented, is a condition of entering the workplace.

If you feel any signs of illness, *you must stay home*. Common symptoms of COVID-19 include fever, chills, cough, shortness of breath, difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, and diarrhea.

If you stay home sick (or are potentially sick), you must follow the company's standard attendance policy and keep in close contact with your manager regarding the duration of your leave.

Close Contact with an Infected Person

If someone in your household or someone with whom you have had close contact (less than 6 feet) has been diagnosed with COVID-19, including a presumptive diagnosis, contact Administrative Support immediately, and *before* returning to the workplace.

Personal Travel (confirm if want to keep this section)

Report all out-of-state travel to HR before traveling or at least before returning to the workplace. This includes travel that does not require the use of time off, such as taking a weekend trip. Quarantine periods may be required post-travel, depending on current government guidelines or company policy.

Safety Outside of the Workplace

You are strongly encouraged to follow current CDC guidelines. We reserve the right to require you to quarantine before returning to the workplace if you engage in behaviors that we feel puts other employees or customers at risk.

Potential Office Closures

If it is necessary to close the workplace entirely, we will attempt to provide you with notice so that you can prepare to work from home, if feasible. However, in case of a sudden closure, you should take your devices, chargers, mouse, and any other tools you need to be productive home with you after work each day.

Questions

If you have questions about any of these policies, or how the Company is dealing with other issues related to COVID-19, address them with Administrative Support. If Administrative Support is not immediately available and your question or concern is urgent, speak with the Director.

Responsibility

Failure to comply with any of these policies may result in discipline, up to and including termination.

9.0 Trade Secrets and Inventions

9.1 Confidentiality and Nondisclosure of Trade Secrets

As a condition of employment, Phoenix Tree Educational Foundation Inc employees are required to protect the confidentiality of School trade secrets, proprietary information, and confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.) related to the School. Access to this information should be limited to a "need to know" basis and should not be used for personal benefit, disclosed, or released without prior authorization from management. If you have information that leads you to suspect that employees or competitors are obtaining such information, you are required to inform your Administrative Support.

Violation of this policy may result in discipline or termination, and may subject the violator to civil liability.

10.0 Customer Relations

10.1 Customer, Client, and Visitor Relations

Phoenix Tree Educational Foundation Inc strives to provide the best products and services possible to our customers and clients. Our customers and clients support this business and generate your wages. You are expected to treat every customer, client, or visitor with the utmost respect and courtesy during your working time. You should never argue or act in a disrespectful manner towards a visitor or customer during your working time. If you are having problems with a customer, client, or visitor, notify your Administrative Support immediately. If a customer, client, or visitor voices a suggestion, complaint, or concern regarding our products or services, inform your Administrative Support or a member of management. Lastly, make

every effort to be prompt in following up on customer, client, or visitor orders or questions. Positive customer, client, and visitor relations will go a long way to establishing our School as a leader in its field.

10.2 Products and Services Knowledge

As a representative of Phoenix Tree Educational Foundation Inc, you are expected to be familiar with the products and services we offer. Take every opportunity to learn the interrelationship between your department or division and the others of the School. We consider our employees to be the best reflection of our business brand and company success.

Florida Policies

Introductory Language and Policies

Revisions to Handbook

This handbook is our attempt to keep you informed of the terms and conditions of your employment, including Phoenix Tree Educational Foundation Inc policies and procedures. The handbook is not a contract. The School reserves the right to revise, add, or delete from this handbook as we determine to be in our best interest, except the policy concerning at-will employment. When changes are made to the policies and guidelines contained herein, we will endeavor to communicate them in a timely fashion, typically in a written supplement to the handbook or in a posting on company bulletin boards.

Hiring and Orientation Policies

Disability Accommodation

Phoenix Tree Educational Foundation Inc complies with the Americans with Disabilities Act (ADA), the Pregnancy Discrimination Act, and all applicable state and local fair employment practices laws, and is committed to providing equal employment opportunities to qualified individuals with disabilities, including disabilities related to pregnancy, childbirth, and related conditions. Consistent with this commitment, the School will provide reasonable accommodation to otherwise qualified individuals where appropriate to allow the individual to perform the essential functions of the job, unless doing so would create an undue hardship on the business.

If you require an accommodation because of your disability, it is your responsibility to notify your Administrative Support. You may be asked to include relevant information such as:

- A description of the proposed accommodation.
- The reason you need an accommodation.
- How the accommodation will help you perform the essential functions of your job.

After receiving your request, the School will engage in an interactive dialogue with you to determine the precise limitations of your disability and explore potential reasonable accommodations that could overcome those limitations. Where appropriate, we may need your permission to obtain additional information from your medical provider. All medical information received by the School in connection with a request for accommodation will be treated as confidential.

The School encourages you to suggest specific reasonable accommodations that you believe would allow you to perform your job. However, the School is not required to make the specific accommodation requested by you and may provide an alternative accommodation, to the extent any reasonable accommodation can be made without imposing an undue hardship on the School.

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

The School will not discriminate or retaliate against employees for requesting an accommodation.

EEO Statement and Nonharassment Policy

Equal Opportunity Statement

Phoenix Tree Educational Foundation Inc is committed to the principles of equal employment. We are committed to complying with all federal, state, and local laws providing equal employment opportunities, and all other employment laws and regulations. It is our intent to maintain a work environment that is free of harassment, discrimination, or retaliation because of age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. The School is dedicated to the fulfillment of this policy in regard to all aspects of employment, including but not limited to recruiting, hiring, placement, transfer, training, promotion, rates of pay, and other compensation, termination and all other terms conditions and privileges of employment.

The School will conduct a prompt and thorough investigation of all allegations of discrimination, harassment, or retaliation, or any violation of the Equal Employment Opportunity Policy in a confidential manner. The School will take appropriate corrective action, if and where warranted. The School prohibits retaliation against employees who provide information about, complain about, or assist in the investigation of any complaint of discrimination or violation of the Equal Employment Opportunity Policy.

We are all responsible for upholding this policy. You may discuss questions regarding equal employment opportunity with your Administrative Support or any other designated member of management.

Policy Against Workplace Harassment

Phoenix Tree Educational Foundation Inc has a strict policy against all types of workplace harassment, including sexual harassment and other forms of workplace harassment based upon an individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed, religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws. All forms of harassment of, or by, employees, vendors, visitors, customers, and clients are strictly prohibited and will not be tolerated.

Sexual Harassment

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

While it is not possible to identify every act that constitutes or may constitute sexual harassment, the following are some examples of sexual harassment:

- Unwelcome requests for sexual favors;
- Lewd or derogatory comments or jokes;
- Comments regarding sexual behavior or the body of another;
- Sexual innuendo and other vocal activity such as catcalls or whistles;
- Obscene letters, notes, emails, invitations, photographs, cartoons, articles, or other written or pictorial materials of a sexual nature;
- Repeated requests for dates after being informed that interest is unwelcome;
- Retaliating against another for refusing a sexual advance or reporting an incident of possible sexual harassment to the School or any government agency;
- Offering or providing favors or employment benefits such as promotions, favorable evaluations, favorable assigned duties or shifts, etc., in exchange for sexual favors; and
- Any unwanted physical touching or assaults, or blocking or impeding movements.

Other Harassment

Other workplace harassment is verbal or physical conduct that insults or shows hostility or aversion towards an individual because of the individual's age (40 and older), sex (including pregnancy, childbirth, and related medical conditions), marital status, race, national origin (including ancestry), disability, creed,

religion, genetic information, HIV status, military or veteran status, or any other status protected by federal, state, or local laws.

Again, while it is not possible to list all the circumstances that may constitute other forms of workplace harassment, the following are some examples of conduct that may constitute workplace harassment:

- The use of disparaging or abusive words or phrases, slurs, negative stereotyping, or threatening, intimidating, or hostile acts that relate to the above protected categories;
- Written or graphic material that insults, stereotypes, or shows aversion or hostility towards an individual or group because of one of the above protected categories and that is placed on walls, bulletin boards, email, voicemail, or elsewhere on our premises, or circulated in the workplace; and
- A display of symbols, slogans, or items that are associated with hate or intolerance towards any select group.

Reporting Discrimination and Harassment

If you feel that you have witnessed or have been subjected to any form of discrimination or harassment, immediately notify [[name, title, phone number, email]] or any member of management.

The School prohibits retaliation against employees who, based on a reasonable belief, provide information about, complain, or assist in the investigation of any complaint of harassment or discrimination.

We will promptly and thoroughly investigate any claim and take appropriate action where we find a claim has merit. To the extent possible, we will retain the confidentiality of those who report suspected or alleged violations of the harassment policy.

Discipline for violation of this policy may include, but is not limited to, reprimand, suspension, demotion, transfer, and discharge. If the School determines that harassment or discrimination occurred, corrective action will be taken to effectively end the harassment. As necessary, the School may monitor any incident of harassment or discrimination to assure the inappropriate behavior has stopped. In all cases, the School will follow up as necessary to ensure that no individual is retaliated against for making a complaint or cooperating with an investigation.

Religious Accommodation

Phoenix Tree Educational Foundation Inc is dedicated to treating its employees equally and with respect and recognizes the diversity of their religious beliefs. All employees may request an accommodation when their religious beliefs cause a deviation from the School dress code or the individual's schedule, basic job duties, or other aspects of employment. The School will consider the request, but reserves the right to offer its own accommodation to the extent permitted by law. Some, but not all, of the factors that will be considered are cost, the effect that an accommodation will have on current established policies, and the burden on operations — including other employees — when determining a reasonable accommodation. At no time will the School question the validity of a person's belief.

If you require a religious accommodation, speak with your Administrative Support.

Wage and Hour Policies

Accommodations for Nursing Mothers

Phoenix Tree Educational Foundation Inc will provide nursing mothers reasonable paid break time to express milk for their infant child(ren) for up to one year following the child's birth.

If you are nursing, you will be provided with a space, other than a restroom, that is shielded from view and free from intrusion from co-workers and the public.

Expressed milk can be stored in the refrigerators designated for staff, or in a personal cooler. Sufficiently

mark or label your milk to avoid confusion for other employees who may share the refrigerator.

Break time should, if possible, be taken concurrently with any other break time already provided. If you are nonexempt, clock out for any time taken that does not run concurrently with normally scheduled rest periods, and such time will be paid in accordance with federal law.

You are encouraged to discuss the length and frequency of these breaks with your Administrative Support.

No provision of this policy applies, or will be enforced, if it conflicts with or is superseded by any requirement or prohibition contained in a federal, state, or local law, or regulation.

Meal and Rest Periods

Phoenix Tree Educational Foundation Inc strives to provide a safe and healthy work environment and complies with all federal and state regulations regarding meal and rest periods. Check with your Administrative Support regarding procedures and schedules for rest and meal breaks. The School requests that employees accurately observe and record meal and rest periods. If you know in advance that you may not be able to take your scheduled break or meal period, let your Administrative Support know; in addition, notify your Administrative Support as soon as possible if you were unable to or prohibited from taking a meal or rest period.

Overtime

If you are nonexempt, you may qualify for overtime pay. All overtime must be approved in advance, in writing, by your Administrative Support.

At certain times Phoenix Tree Educational Foundation Inc may require you to work overtime. We will attempt to give as much notice as possible in this instance. However, advance notice may not always be possible. Failure to work overtime when requested or working unauthorized overtime may result in discipline, up to and including discharge.

Unless otherwise required or exempted by law, overtime pay of one and one-half times your regular rate of pay is paid for any hours worked in excess of 40 hours in a workweek. Holidays, vacation days, and sick leave days do not count as time worked for computing overtime.

Pay Period

At Phoenix Tree Educational Foundation Inc, the standard pay period is biweekly for all employees. Pay dates are Friday's. If a pay date falls on a holiday, you will be paid on the preceding workday. If a pay date falls on a Saturday, paychecks will be issued on Friday. If a pay date falls on a Sunday, paychecks may be issued on Monday. Special provisions may be required from time to time if holidays fall on pay dates. Check with your Administrative Support if this type of date arises.

Review your paycheck for accuracy. If you find an issue, report it to your Administrative Support immediately.

Performance, Discipline, Layoff, and Termination

Disciplinary Process

Violation of Phoenix Tree Educational Foundation Inc policies or procedures may result in disciplinary action including demotion, transfer, leave without pay, or termination of employment. The School encourages a system of progressive discipline depending on the type of prohibited conduct. However, the School is not required to engage in progressive discipline and may discipline or terminate employees who violate the rules of conduct, or where the quality or value of their work fails to meet expectations at any time. Again, any attempt at progressive discipline does not imply that your employment is anything other

than on an "at-will" basis.

In appropriate circumstances, management will first provide you with a verbal warning, then with one or more written warnings, and if the conduct is not sufficiently altered, eventual demotion, transfer, forced leave, or termination of employment. Your Administrative Support will make every effort possible to allow you to respond to any disciplinary action taken. Understand that while the School is concerned with consistent enforcement of our policies, we are not obligated to follow any disciplinary or grievance procedure and that depending on the circumstances, you may be disciplined or terminated without any prior warning or procedure.

General Policies

Access to Personnel and Medical Records Files

Phoenix Tree Educational Foundation Inc maintains separate medical records files and personnel files for all employees. Files containing medical records are stored separate and apart from any business-related records in a safe, locked, inaccessible location. The medical file is the repository for sensitive and confidential information related to an individual's health, health benefits, health-related leave and/or accommodations, and benefits selections and coverage. Medical records are kept confidential in compliance with applicable laws and access is on a "need-to-know" basis only.

Supervisors and others in management may have access to your personnel file for possible employment-related decisions. If you wish to review and/or copy your personnel or medical records file, you must give the School reasonable notice. Inspection must occur in the presence of a School representative.

All requests by an outside party for information contained in your personnel file will be directed to the School Director, which is the only individual authorized to provide such information.

Voicemail, Email, and Internet Policy

This Voicemail/Email/Internet Policy is intended to provide Phoenix Tree Educational Foundation Inc employees with the guidelines associated with the use of the voicemail/email/Internet system (the system). This policy applies to all employees and any others accessing and/or using the system through onsite or remote terminals.

General Provisions

- The system, and all data transmitted or received through the system, is the exclusive property of the School. You should not have any expectation of privacy in any communication over this system. If you are permitted to have access to the system, you will be given a voicemail, email, and/or Internet address and/or access code and will have use of the system consistent with this policy.
- The School reserves the right to monitor, intercept, and/or review all data transmitted, received, or downloaded over the system. Any individual who is given access to the system is hereby given notice that the School will exercise this right periodically, without prior notice and without the prior consent.
- The interests of the School in monitoring and intercepting data include, but are not limited to: protection of School trade secrets, proprietary, and similar confidential commercially-sensitive information (i.e., financial or sales records/reports, marketing or business strategies/plans, product development, customer lists, patents, trademarks, etc.); managing the use of the computer system; and/or assisting employees in the management of electronic data during periods of absence.
- You should not interpret the use of password protection as creating a right or expectation of privacy. To protect everyone involved, no one can have a right or expectation of privacy regarding the receipt, transmission, or storage of data on the School voicemail/email/Internet system.

Any employees who violate this policy will be subject to corrective action, up to and including termination of employment. If necessary, the School will also advise law enforcement officials of any illegal conduct.

Benefits

Health Insurance

Phoenix Tree Educational Foundation Inc provides its regular full-time employees who have completed 60 days of employment with health insurance. You have the option of dependent coverage at your own expense. Medical plan benefits for eligible employees and their dependents are described in detail in the Summary Plan Description (SPD) that is available to all eligible employees. These benefits may be canceled or changed at the discretion of the School, unless otherwise required by law.

Plan eligibility does not necessarily mean coverage for all medical treatments or procedures. Under changed circumstances, you may be responsible for contributing to the cost of increased premiums. This benefit, as well as other benefits, may be canceled or changed at the discretion of the School, unless otherwise required by law.

Jury Duty Leave

Phoenix Tree Educational Foundation Inc encourages employees to fulfill their civic duties related to jury duty. If you are summoned for jury duty, notify your Administrative Support as soon as possible to make scheduling arrangements.

If you are classified as exempt, you will not incur any deduction in pay for a partial week's absence due to jury duty. If you are classified as nonexempt, you will be compensated for one (1) working day of time spent on jury duty. You may opt to use PTO in place of unpaid leave, should you be required to remain on duty.

The School reserves the right to require employees to provide proof of jury duty service to the extent authorized by law.

The School will not retaliate against employees who request or take leave in accordance with this policy.

Paid Time Off (PTO) Policy

Paid time off (PTO) provides you with the flexibility to use your time off to meet your personal needs, while recognizing your individual responsibility to manage your paid time off.

You will accumulate PTO every other month, in accordance with the school year, and it is up to you to allocate how you will use it — for vacation, illness, caring for children, school activities, medical/dental appointments, personal business, or emergencies. Phoenix Tree Educational Foundation Inc may require you to use any unused PTO during disability or family medical leave, or any other leave of absence, when permissible according to state and federal law. The amount of PTO earned will depend on your length of service with the School.

PTO does not replace our holiday schedule. We will continue to have designated paid holidays each year

Eligibility

You are eligible to receive PTO if you are a regularly scheduled to work at least 30 hours per week.

Deposits Into Your Leave Account

The amount of PTO you accrue each year is based on your length of service and accrues according to the accrual schedule determined by the School. PTO is accrued as you work. You will not accrue PTO time while you are taking time off for any reason.

10-month Staff PTO Accrual

Duration of Contract	Employees Accrue	Total Days
10-Months	1 day bi-monthly	5 Days

12-Month Staff PTO Accrual

Duration of Contract	Employees Accrue	Total Days
12-Months	1 day bi-monthly	6 Days

Maximum Accrual

There is a cap on the amount of PTO time you can accrue. Once you reach your cap, you will not accrue any more PTO until you use some of the time in your account and drop below the cap. After your balance goes below the cap, you will begin accruing PTO again. However, you will not receive retroactive credit for time worked while you were at the cap limit.

The amount of PTO accrued, used, and available will appear on your paycheck stub.

Termination

You will not be paid for all accrued and unused PTO when you leave the School.

Using Your PTO

The minimum amount of PTO you can use at one time is either half-day (equivalent to 4-hours) or full-day (equivalent to 8-hours).

Requests submitted for PTO to be used the day before or after a holiday and/or any scheduled breaks, will not be approved. Extenuating circumstances will be considered. Please be advised, your accrued **PTO time will not carry over from year to year.** Therefore, any unused PTO time will be forfeited.

Notice and Scheduling

You are required to provide your Administrative Support with reasonable advance notice, at a minimum a week, and obtain approval prior to using PTO. This allows for you and your Administrative Support to prepare for your time off and assure that all staffing needs are met. There may be occasions, such as sudden illness, when you cannot provide advance notice. In those situations, inform your Administrative Support of your circumstances as soon as possible. Administrative Support has the discretion based on school needs to deny PTO requests based on the workload. Employees should not commit to specific trips nor invest in travel arrangements until time off requests are approved. Commitments or investments prior to time request approval will not be factored nor ameliorate requests; thus, requests may be denied.

Voting Leave

If your work schedule prevents you from voting on Election Day, Phoenix Tree Educational Foundation Inc will allow you a reasonable time off to vote. The time when you can go to vote will be at the discretion of your Administrative Support, consistent with applicable legal requirements.

Safety and Loss Prevention

Drug and Alcohol Policy

Phoenix Tree Educational Foundation Inc is committed to providing a safe, healthy, and productive work environment. Consistent with this commitment, it is the intent of School to maintain a drug and alcohol-free workplace. Being under the influence of alcohol or illegal drugs (as classified under federal, state, or local laws), including marijuana, while on the job may pose a serious health and safety risk to others, which will not be tolerated.

Prohibited Conduct

The School expressly prohibits employees from engaging in the following activities when they are on duty or conducting School business or on School premises (whether or not they are working):

- The use, abuse, or being under the influence of alcohol, illegal drugs, or other impairing substances.
- The possession, sale, purchase, transfer, or transit of any illegal or unauthorized drug, including prescription medication that is not prescribed to the individual, or drug-related paraphernalia.
- The illegal use or abuse of prescription drugs.

While the use of marijuana has been legalized under some state laws for medicinal use, it remains an illegal drug under federal law and its use, as it impacts the workplace, is prohibited by School policy. The School does not discriminate against employees solely on the basis of their off-duty use of medical marijuana in compliance with state law. You may not consume or be under the influence of marijuana while on duty or at work, even if you have a valid prescription for medical marijuana.

Nothing in this policy is meant to prohibit your appropriate use of over-the-counter medication or other medication that can legally be prescribed under both federal and state law, if it does not impair your job performance or safety or the safety of others. If you take over-the-counter medication or other medication that can legally be prescribed under both federal and state law to treat a disability, inform your Administrative Support if you believe the medication may impair your job performance, safety, or the safety of others or if you believe you need a reasonable accommodation before reporting to work while under the influence of that medication.

Employer-Sponsored Events

From time to time, the School may sponsor social or business-related events where alcohol may be served. This policy does not prohibit the use or consumption of alcohol at these events. However, if you choose to consume alcohol at such events, you must do so responsibly and maintain your obligation to conduct yourself properly and professionally at all times.

Violations

A violation of this policy may result in disciplinary action, up to and including termination of employment.

Nonsmoking Policy

Phoenix Tree Educational Foundation Inc is concerned about the effect that smoking and secondhand smoke inhalation can have on its employees and clients. Smoking in the office, client areas, and restrooms is prohibited.

Trade Secrets and Inventions

Inventions

Any invention created, in whole or in part, during your work hours, or from the use of equipment or facilities belonging to Phoenix Tree Educational Foundation Inc, is a "work for hire" and is the property of the School.

If you intend to develop and maintain property rights to any invention that relates in any way to products or services of the School, you are required to obtain a written waiver of this policy, signed by both you and the School Director.

Closing Statement

Thank you for reading our handbook. We hope it has provided you with an understanding of our mission, history, and structure as well as our current policies and guidelines. We look forward to working with you to create a successful School and a safe, productive, and pleasant workplace.

Dr. Angela Kennedy, President

Phoenix Tree Educational Foundation Inc

Acknowledgment of Receipt and Review

By signing below, I acknowledge that I have received a copy of the Phoenix Tree Educational Foundation Inc Employee Handbook (handbook) and that I have read it, understand it, and agree to comply with it. I understand that the School has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the handbook at any time with or without notice. No statement or representation by a supervisor, manager, or any other employee, whether oral or written, can supplement or modify this handbook. Changes can only be made if approved in writing by the Director of the School. I also understand that any delay or failure by the School to enforce any rule, regulation, or procedure contained in the handbook does not constitute a waiver on behalf of the School or effect the right of the School to enforce such rule, regulation, or procedure in the future.

I understand that neither this handbook nor any other communication by a management representative or other, whether oral or written, is intended in any way to create a contract of employment. I further understand that, unless I have a written employment agreement signed by an authorized School representative, I am employed "at-will" (to the extent permitted by law) and this handbook does not modify my "at-will" employment status.

If I am covered by a written employment agreement (signed by an authorized School representative) or a collective-bargaining agreement that conflicts with the terms of this handbook, I understand that the terms of the employment agreement or collective-bargaining agreement will control.

This handbook is not intended to preclude or dissuade employees from engaging in legally protected activities under the National Labor Relations Act (NLRA).

This handbook supersedes any previous handbook or policy statements, whether written or oral, issued by Phoenix Tree Educational Foundation Inc.

If I have any questions about the content or interpretation of this handbook, I will contact Dr. Angela Kennedy.

Signature

Date

Print Name