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Mission

To open “New Horizons” of self-esteem and potential for the little people entrusted to our care, their families, and our employees by providing and continuously improving the best child development on the planet!
Dear Child Care Professional:

Welcome to New Horizon Academy! We are pleased that you have chosen to become part of the New Horizon family!

We believe our New Horizon Academy center staff members have the most important roles within the organization, namely, to care for families’ most prized treasures—their children! Each day you will become part of the lives of the families you serve, and they part of yours. You have the unique opportunity to touch the future and make it bright. You are an educator. You are a professional.

At New Horizon, we have high expectations for our employees. We have established a tradition of quality and excellence in child care due in large part to the caring relationship we maintain with you. Our mission is “to open ‘new horizons’ of self-esteem and potential” for you!

Clear communication is the first step in creating a positive working relationship, and that is the purpose of our Employee Handbook. Please read the handbook and ask any questions that you may have. Some information is general in nature, some involves legal or insurance requirements, but all are policies that must be observed by all employees. You need to keep the Employee Handbook for future reference.

We know you will find working for New Horizon the right choice for your career. We warmly welcome you and send our best wishes for continuing professional growth as we work together to provide “the best child development on the planet!”

Cordially,

Sue Dunkley
President
EMPLOYEE HANDBOOK

General Policies

At-Will Nature of Employment Relationship
New Horizon’s Employee Handbook is intended to assist employees in becoming familiar with New Horizon’s policies, procedures, and benefits. This handbook does not constitute a promise or guarantee that employment will continue for a special period of time or end only under certain conditions. Employment at New Horizon is a voluntary employment-at-will relationship, and nothing in this handbook is intended to create an express or implied contract of employment for a definite period of time or a promise or guarantee of any benefit. Employees have the right to terminate their employment relationship for any reason, with or without cause or notice, at any time, and New Horizon has the same right.

From time to time New Horizon may unilaterally, in its discretion, amend, supplement, modify, eliminate, or make an exception to, one or more of the benefits, rules, or policies in this Handbook, with or without prior notice. However, New Horizon will attempt to provide as much advance notice as practical prior to the implementation of any general changes or modifications by posting such changes on the official New Horizon Web site, through discussion at a staff meeting, and/or posting in an area designated for employee information.

This Handbook replaces all of New Horizon’s previous materials, policies, and handbooks concerning employment or working relationships between employees and New Horizon (except written individual employment agreements signed by the president or chief operating officer).

Equal Employment Opportunity
New Horizon will not discriminate for or against any employee or applicant for employment on the basis of race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability, membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to New Horizon or to a public authority, lawful requests for access to or to make written submissions to one’s personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Employees will be evaluated solely on the basis of their conduct, their compliance with the company’s policies, practices, state guidelines and reasonable expectations, and their performance.

New Horizon is committed to reasonably accommodating qualified disabled applicants and employees. Each applicant and/or employee will be evaluated on an individual basis with respect to his/her ability to perform the functions of a particular job. Disabled applicants and employees, who are otherwise qualified, may propose any reasonable accommodations to New Horizon which would enable them to perform the essential functions of their position. New Horizon will attempt to reasonably accommodate the disability, unless doing so would cause an undue hardship to the company.

If an applicant or employee believes that he or she has been unlawfully discriminated against, the individual must bring this to the attention of his or her supervisor, district manager, or vice president of human resources. An employee can bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation.
This policy applies to all aspects of an employee’s employment with New Horizon Academy and to all applicants. All employees and applicants are responsible for understanding, adhering to, and strictly enforcing this policy.

**Training Requirements**

The New Horizon Academy Center and Corporate Orientation Checklists (NH-547/NH-547a) list all of the training requirements which you must complete within the times specified in order to receive performance reviews. In addition, there may be training on certain NAEYC, SEEDS, and other curriculum-specific guidelines. Most of your training is provided by New Horizon at no cost to you, but there is a nominal fee for CPR and first-aid training. Your director will assist you with scheduling your training; however, it will be your responsibility to complete all requirements.

**Orientation**

Each new employee is required to attend a corporate orientation (held at the corporate office) and a center orientation. A complete center orientation must be completed prior to working in the classroom.

**Personnel Records and References**

Your confidential permanent personnel record will be maintained by your supervisor and all forms* described in the center and corporate orientation checklists will be included along with all training, video, CPR, and first-aid certifications (*all payroll information is kept at the corporate office for confidentiality purposes). You will have the right to access your file once every six months and upon termination as set forth under Minnesota law. References shall be limited to dates of employment, title of position, and wage information.

**Background Study**

Each new employee must complete a background study, to be submitted to the Department of Human Services. Continued employment is determined by the results of the study. Employees will be responsible for the cost of the background study. New Horizon Academy will not accept a variance or a “set aside” with a background study.

**PLEASE NOTE:** Subject to any specific exceptions listed below, an average of 30 hours per week or more during the initial ninety (90) days of employment and on a continuing basis thereafter qualifies an employee for the benefits referenced below.

**Insurance/Section 125 Cafeteria Plan/Flex Spending**

After ninety (90) days of employment with New Horizon and upon averaging thirty (30) hours per week, you are eligible to participate in the company's "IRS Section 125 Cafeteria Plan." You are also entitled to participate in voluntary medical and dependent care flexible spending accounts. Under the plan, you are entitled to purchase health, dental, vision, short-term disability insurance, life insurance, child care/dependent care flexible spending, medical flexible spending, MetLaw legal benefits, and MetLife auto and home insurance. The cost of the insurance is automatically deducted from your paycheck on a pre-tax basis. The pre-tax feature of the plan provides you with the benefit of purchasing these insurance benefits at a reduced cost based on the tax-free feature of the plan.

In addition to the initial enrollment period, on January 1 of each year, you are entitled to change your elections as well as make additional elections under the plan. To remain qualified for participation in the plan, you must continue to work an average of thirty (30) hours per week on a continuing basis. If you are interested in participating in the plan, please contact New Horizon’s benefits administrator. All
benefits are managed through our online payroll and benefits administration system, the ADP Online Portal.

401(k) Retirement Savings Plan
New Horizon offers a 401(k) plan to eligible employees who are twenty-one (21) years of age or older, who work 1,000 hours or more per calendar year, and who have one (1) or more years of service as an employee of New Horizon. See your director for more information on New Horizon's 401(k) plan.

Child Care Benefit
New Horizon employees will receive the following child care discounts during those hours they are on New Horizon's payroll, as follows:

- Employees with preschool, toddler or school-age children twelve years and under will receive 50 percent off the cost of child care at a New Horizon center;
- Employees with infants will receive 25 percent off the cost of child care at a New Horizon center.

Child care expenses will be automatically deducted from your paycheck. In the event your employment with New Horizon is terminated, any remaining child care costs will be deducted from your final paycheck. Child care for staff is based on the number of hours their child(ren) attends the center and cannot be paid on a pre-tax basis. However, you can sign up for our flexible spending account. PLEASE NOTE: Child care discounts do not apply for those hours your child is receiving care at the center and you are not at work and not on the payroll. Additional child care hours will be billed at the standard child care rates.

Tuition Reimbursement Program
After ninety (90) days of employment with New Horizon Academy, and upon averaging thirty (30) hours per week, you may be eligible to participate in our company’s tuition reimbursement program for early childhood education. See your center director for details.

Personal Time Off
Personal Time Off (hereafter “PTO”) at New Horizon accrues on a conditional basis. It is only earned if the employee remains employed when PTO is taken or if the employee has complied with company policy in the event of termination. Company policy is that employees must give two (2) weeks’ notice of termination. In the event New Horizon terminates your employment for cause, accrued PTO time will be forfeited in its entirety and will not be paid out.

Employees who average forty (40) hours per week (actual hours worked) during their first year of employment will conditionally accrue five (5) days of PTO which can be used after their first 90 days of employment. Employees working less than an average of forty (40) hours per week will conditionally accrue a prorated number of PTO days based upon actual hours worked. If employment terminates prior to one year, vacation pay will not be eligible to be paid out under any circumstances.

During year two of employment, employees averaging forty (40) hours per week (actual hours worked) will conditionally accrue an additional five (5) days of PTO, for a total of ten (10) days per anniversary year, which can be used as they are earned or saved to use by the end of year two. Once again, employees working less than an average of forty (40) hours per week will conditionally accrue a prorated number of PTO days based upon actual hours worked. Employees may save or rollover conditionally accrued PTO from one year to the next.
During year three of employment and thereafter, employees averaging forty (40) hours per week (actual hours worked) will conditionally accrue fifteen (15) days of PTO per anniversary year of employment. PTO can be used as earned or saved, as referenced above. Employees working less than an average of forty (40) hours per week will conditionally accrue a prorated number of PTO days based upon actual hours worked.

If you wish to have additional unpaid time off work during employment with New Horizon, you may submit a request to your director. If your request is granted, please note that any additional time off work will be without pay and may affect the conditional accrual of your prorated PTO.

**Paid Holidays**

After ninety (90) days of employment, you are eligible for six (6) paid holidays (when the center is closed). If you work part time (less than forty (40) hours per week), your holiday pay will be prorated to hours worked during the preceding calendar quarter. If you work less than an average of (20) hours per week during the preceding calendar quarter, you are not eligible for holiday pay. Holiday pay will not exceed eight (8) hours' pay for each paid holiday.

**Holiday Work Schedule**

New Horizon is open year round with the exception of seven legal holidays: New Year’s Day, Columbus Day, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas Day. On Christmas Eve, New Horizon closes at 3:00 p.m. On Columbus Day, employees are required to attend the annual Professional Development Conference. If a holiday falls on a weekend, it will be observed on the nearest business day.

**Meals**

New Horizon provides nutritious meals daily for the children. As a New Horizon employee, you also are able to enjoy meals and snacks with the children without charge. No outside food or beverages (hot or cold) are allowed to be eaten or drunk in front of children.

**Kids Quest Hourly Child Care Discount**

As a New Horizon employee, you are immediately eligible for a twenty percent (20%) discount for your dependent children on drop-in hourly child care at any Kids Quest location. See your director for more information.

**Work Schedule**

Your scheduled hours at New Horizon are directly related to the number of children enrolled. If enrollment goes down, your hours will be decreased in order to compensate. However, additional hours at a premium rate of pay may be available to you at a nearby New Horizon center. While New Horizon does not guarantee you work at another center, please call New Horizon's human resources department immediately in the event your scheduled hours are decreased and you are interested in working additional hours at another center. All New Horizon employees must agree to accept variations in work schedules according to the needs of the children and the business. For example, there may be times that you will be required to stay late in order to ensure that we meet the legally required ratio of standards, or leave earlier if the number of children has decreased and ratio is met.

**Breaks**

Minnesota law does not require employers to give breaks or paid lunch hours, however employers must be required to allow employees the opportunity to use the restroom or get a drink for each four hours worked and allow each employee to have adequate time to eat lunch when scheduled six hours or
more. Employees that are working an eight-hour shift or more are required to take an unpaid meal break. Employees should not work through their meal break or take their meal break at the end of their shift to leave early unless cleared by the director. Hourly employees must record their actual start time and stop time and the beginning and ending of their meal break.

**Arrival and Departure**

New Horizon's customers depend on your timely arrival each day! All New Horizon employees are expected to be in their classrooms and ready to go at the beginning of their shift in order to greet families and interact with children. How families are welcomed at the beginning of the day will be the image they take with them for the remainder of the day. It is of the utmost importance that you ensure children’s arrival and departure times are special. Allow parents time to say good-bye to their child(ren), be certain to transition each child from the parent(s), and help the child become immediately involved in classroom activities.

Make each child’s departure from the center to home a smooth transition by welcoming his or her parent(s) and sharing positive aspects of the child’s day. Warm, customer-friendly interactions are expected of all employees! Be certain to say good-bye to the children and their parents. The manner in which we communicate with families is at the heart of New Horizon’s MISSION of self-esteem.

**Absenteeism/ Tardiness**

Absence is the failure to report for work or to remain at work as scheduled. Tardiness is the late arrival and/or early departure from work. You should be in the classroom/work area and ready to work at the scheduled time. Failure to request approval in advance will result in the absence being recorded as unexcused. It is your responsibility to check in and out using New Horizon’s system for all arrivals, departures, and lunch/breaks. Failure to call in to report your absence in advance of your scheduled shift is prohibited. Employees must explain why they are going to be absent and when they are expected to return to work. It is each employee’s responsibility to ensure that proper notification is given. An excused absence occurs only when the employer approves an employee’s request for legally mandated leave or for approved absence for another sufficient reason. The employer reserves the right to require satisfactory documentation or substantiation of reasons for the employee’s absence or tardiness for work. Employees must communicate directly with their supervisor daily during any period of absence about their status, condition, expected date of return to work, and other relevant information requested by their supervisor, unless written approval of a leave with a stated duration has been granted.

If an employee is absent without notifying his/her supervisor, or after notice but without the supervisor’s approval of a satisfactory reason for the absence, it will be treated as a resignation or job abandonment and employment will be automatically terminated. Tardiness/absenteeism will result in disciplinary action, up to and including termination of your employment.

**Payroll**

Payroll will be prepared for distribution according to New Horizon’s pay schedule. You will be paid by direct deposit or check payable only to you. New Horizon will not pay any employee in cash, nor will New Horizon cash any employee’s payroll or personal check. When payday falls on a scheduled holiday, the payroll will be distributed on the previous workday. Payroll is managed through our online payroll and benefits administration system, the ADP Online Portal. You will be able to view and print your pay stubs and manage deductions through this system.
Normal payroll deductions for federal and state income tax, FICA, and Medicare will be automatically made based upon information provided to the payroll department by the individual employee. Other payroll deductions required or permitted by law (e.g., garnishments, child support, expense reimbursements, uniform purchases, and child care deductions) will also be made where appropriate. Employees are required to sign authorizations for such payroll deductions as a condition of continuing employment.

New Horizon is committed to complying with all federal and state wage and hour laws. To the extent that you believe your pay is incorrect, you must immediately talk with your supervisor. New Horizon will immediately investigate any such complaint and make adjustments where appropriate.

As required by Minnesota law, the New Horizon Academy does not prohibit any employee from disclosing his or her own wages and will not take any adverse action against an employee for disclosing his or her own wages or discussing a co-worker’s wages, provided the co-worker voluntarily participates in that discussion. Employees are not required to disclose their wages to a co-worker or otherwise, and the Company expects all employees to be respectful of their colleagues in this regard. Except for information regarding an employee’s own compensation, or information regarding the compensation of a co-worker that has been voluntarily disclosed, the Company considers information regarding compensation and benefits provided to its employees to be proprietary information which provides the Company with a competitive advantage in the marketplace. Except as permitted by laws such as the National Labor Relations Act or this policy, or otherwise authorized by the Company, employees may not disclose the Company’s proprietary compensation information to any person or entity outside the Company, including but not limited to competitors of the Company.

The Company policy forbids any form of retaliation against an employee who discloses or discusses wages pursuant to this policy. Any employee who believes he or she has been subject to retaliation in violation of this policy is expected to immediately report that information to a Human Resources representative. It is not sufficient to report a complaint of retaliation to persons other than the designated individuals (e.g., a co-worker). All reports of retaliation will be thoroughly investigated, consistent with the nature of the report. Confidentiality will be maintained, if possible, but disclosures may be necessary to conduct a proper investigation. Individuals found to have violated the Company’s prohibition of retaliation will be subject to disciplinary action, up to and including termination of employment. Employees also may have remedies for violations of this policy under Minnesota Statute Section 181.172.

**Overtime Policy**

All overtime hours to be worked must be approved in advance by your director. You must have actually worked forty (40) hours in a calendar work week, excluding holiday and/or personal leave hours; then, all hours over forty (40) hours per week will qualify for overtime pay. Your overtime compensation will be based on one and one-half (1.5) times the hourly rate that applies to the work (or training) that takes place during your overtime hours. For example, if you work forty (40) hours during a week with two (2) additional hours of in-service training, and the last two (2) hours were regular work hours, your overtime pay will be based on one and on-half (1.5) times your regular hourly rate. In contrast, if the last two (2) hours were in-service training hours, your overtime pay will be based one and one-half (1.5) times the hourly training rate.

**Substitute Pay**

When substituting at a New Horizon center other than your "home base" center, you may be eligible for premium pay, or pay at a higher hourly rate than your regular hourly rate. Check with your director.
Activities Outside of Work Hours
New Horizon will make every attempt to provide ample time for you to complete all of your job duties during your scheduled hours. If you feel you cannot accomplish your job responsibilities during your scheduled hours, please discuss this with your director to make any necessary adjustments to complete your job requirements. Employees cannot work off-the-clock. Any additional work completed outside your schedule must be approved by your director and if not, will be subject to disciplinary action up to and including termination.

Professional Appearance, Personal Hygiene, and Dress Code (Appropriate Attire)
As a child care professional (and a role model for children), it is essential that you project a professional image. Professional appearance, including personal hygiene and appropriate attire, is considered an essential element of your employment with New Horizon during working hours and company events. An unprofessional appearance, poor hygiene, and/or inappropriate attire can make our customers uncomfortable and unlikely to trust us with the care of their children. To present a consistently professional and easily identifiable appearance for both current and prospective customers, New Horizon employees are required to wear standard attire. Standard work attire consists of a blue logo or non-logo, sleeveless, short-sleeve, or long-sleeve polo shirt. One short-sleeve shirt will be provided for you during your orientation and additional shirts are available for purchase through payroll deduction. A clean, white, long-sleeve turtleneck, or crew neck shirt may be worn underneath the New Horizon polo shirt. To maintain a professional appearance, the white shirt should be free of stains and the hem should not be longer than the hem of the polo shirt. Royal blue hooded sweatshirts are available for purchase to wear over the short sleeve polo. Khaki or black colored bottoms are required Monday through Thursday. On Fridays, employees may wear denim bottoms or jeans (free of holes or ragged hems).

You are expected to dress in a neat, clean, and professional manner. New Horizon reserves the right to require a professional appearance and to prohibit an inappropriate appearance for all employees including but not limited to, the following:

- Body art or tattoos that are less than one inch in diameter or less than one inch in width may be accepted unless they are distasteful in nature, graphic or profane symbols, sexually provocative images or illustrations or depictions that could cause distress or feelings of confusion to a young child. New Horizon Management holds the right to assess and determine if body art or tattoos will need to be covered while working at New Horizon.
- Pierced ears and a tiny nose stud (less than 1/16 inch in diameter) are acceptable. However, for any other body areas that are pierced, the jewelry must be removed while working with the children. Jewelry should be kept to a minimum; infant staff are asked to not wear dangling earrings for their safety as well as the safety of the children.
- Hemlines for skirts must not be more than four (4) inches above the knee, and hemlines for shorts must be mid-thigh length or longer. When wearing shorts or skirts, you must be able to ensure reasonable modesty when bending or sitting. Pants, shorts, and skirts must provide full coverage making sure that undergarments are not exposed.
- Hats and caps are not permitted to be worn in the classroom (e.g., religious or cultural). Hats and caps are permitted on the playground and during outdoor activities or when having a special activity in the classroom (e.g., Hat Day).
- Street shoes are not allowed in the infant classroom, per NAEYC guidelines. Infant staff are allowed to wear modest slippers in the classroom; slippers must not be fuzzy or enhanced with
chokable items that may come loose or be pulled off. Appropriate, slip-resistant footwear must be worn at all times in all other classrooms.

- Clothing must fit appropriately and may never have holes nor appear ragged or wrinkled.
- Good personal hygiene is essential.
- Due to the sensitivity that children and co-workers may have to scents, we ask you to refrain from wearing any scented perfume or cologne sprays or creams.
- Fingernails should be kept at an appropriate length in order to not scratch children.

At its discretion, when following the theme of the day as noted on the lesson plan, New Horizon may on occasion allow employees to dress in a more casual fashion than is normally required (i.e., Twins Day). On these occasions, employees are still expected to present a neat appearance and are not permitted to wear ripped or disheveled clothing, or similarly inappropriate clothing.

Any employee who does not meet the standards of this policy will be required to take corrective action, which may include leaving the premises. Employees will not be compensated for any work time missed because of failure to comply with this policy. Violations of this policy may also result in disciplinary action.

New Horizon reserves the right to amend this or any policy as the need arises and to evaluate each employee individually.

Posting Area for Employees
Each New Horizon center has a designated posting area to provide information that employees need to know (e.g., staff meetings, in-service opportunities, legal information regarding employment, employment policies, OSHA, worker’s compensation, etc.). It will be your responsibility to continuously check any updates to the posting area.

It is your responsibility to review, understand, and abide by all policies, including ones that are in this handbook as well as the ones that are posted. If you have questions, please notify your director for clarification. Your failure to abide by New Horizon policies may result in disciplinary action, including termination.

Leaves of Absence (Generally)
Leaves of absence will only be granted to full-time employees (except where required by law). New Horizon reserves the right to require satisfactory documentation or substantiation of reasons for an employee’s leave of absence. Unless an employee uses available PTO, leaves are unpaid in all cases and subject to restrictions.

When the need for the leave is foreseeable, the employee must provide reasonable prior notice to New Horizon of the leave and, where possible, make a reasonable effort to schedule the leave so as not to unduly disrupt New Horizon’s operations. Employees may use available PTO time for any leave under New Horizon’s policies, but such use does not increase the maximum amount of leave available under the policy. Employees must not consecutively “stack” separate types of leave. Time spent on a leave of absence over 30 days, except legally mandated leave time, will not be counted as time employed in determining an employee’s length of service, nor will benefits be granted, paid, or be available during such time except as required by law.
No leave shall exceed twelve (12) weeks, unless otherwise required by state or federal law. Employees who remain away from work beyond the return date of an approved leave will be treated as having resigned or abandoned their employment and such separation will be automatically recorded as of that date, without right of reemployment, recall, or reinstatement.

Where possible, and in compliance with all state and federal laws, upon returning from leave, the employee shall be restored to the same position held prior to the leave, or to a position with comparable duties and hours at the same rate of pay the employee had been receiving when the leave commenced, together with any general (but not merit) adjustments in that pay rate occurring during the leave.

New Horizon will deduct from employee wages, or otherwise seek reimbursement for, any PTO, disability, workers’ compensation, insurance, or other leave-of-absence-related benefits paid or provided to the employee during any period of leave of absence if: 1) the employee made or provided false or inaccurate statements or representations in connection with requesting or taking the leave of absence; or 2) if the employee remains away from work beyond the return date of any approved leave, or beyond twelve (12) weeks if no earlier return was specified, unless otherwise required by state or federal law.

**Bereavement Leave**
New Horizon will grant time off to attend a funeral of a family member. Full-time employees with one or more years of service will have paid time off for a death in their immediate family (parent, spouse, child, sibling, or grandparent). Example: one year of employment equals one day paid; two years of employment equals two days paid; three years or more of employment equals three days paid. (Additional days off will be determined by need; i.e. out-of-town funeral, level of involvement in the funeral planning, etc.) New Horizon requires a verification of such circumstances.

**Jury Duty**
New Horizon recognizes the importance of fulfilling your civic responsibilities. After one year of employment with New Horizon, we will pay up to two weeks of your average wage minus the dollar amount paid to you by the court for mandatory jury duty. If you are released early on any day during the two-week period, you must immediately report back to your center during your regularly scheduled hours.

**School Conference/Activity Leave of Absence**
Eligible employees may take unpaid leave up to a total of sixteen (16) hours during any twelve (12) month period to attend preschool or school conferences, observations, or activities related to the employee’s child, if such conferences, observations, or activities cannot be scheduled during non-working hours. Employees are eligible for such school conferences, observations, or activity leave if they work for New Horizon for an average of 20 hours or more per week. Wherever possible, school conference/activity leave must be scheduled during non-working hours. Notification must be made with your supervisor with enough notice to cover your absence.

**Minnesota Sick or Injured Child Leave**
Eligible employees must use available PTO time for absences due to confirmed illness or injury of the employee’s child for such reasonable periods as the employee’s attendance with the child may make necessary. Employees are eligible for such use of PTO benefits if they have worked for New Horizon for at least 12 consecutive months preceding the request for an average of twenty (20) hours per week. The employee shall retain available pre-leave employment benefits.
**Family Medical Leave Act**


**Eligibility**

Employees are eligible for FMLA leave in the amounts described below if they have worked for New Horizon Academy at least 12 months prior to the commencement of the leave and have worked at least 1,250 hours during the twelve month period prior to the leave.

**Twelve Week FMLA Availability**

New Horizon offers unpaid Family Medical Leave of Absence (FMLA) to eligible employees for the following reasons:

- For the birth, adoption, or foster care placement of a child
- For the employee’s own “serious health condition,” or the “serious health condition” of the employee’s spouse, child, or parent
- For “exigency” situations involving an employee, or the employee’s spouse, child, or parent called to duty as part of the Armed Forces (including the National Guard or a branch of the Reserves). Exigencies include various events (e.g. military events or counseling sessions) and arrangements (e.g. alternative child care or financial/legal arrangements) associated with deployment. Human resources can provide more details of what qualifies for this type of leave.

A “serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee’s job, or prevents the qualified family member from participating in school or other daily activities. Continuing treatment may be met by: (1) a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider; or (2) one visit to a health care provider and a regimen of continuing treatment; or (3) other equivalent conditions.

**Twenty-Six Week FMLA Availability**

An eligible employee is entitled to twenty-six weeks of leave to care for a covered member of the Armed Services undergoing medical treatment or therapy for, or for recuperation from, a serious illness or injury incurred in the line of duty. A covered service member is (1) a current member of the Armed Forces (including National Guard or Reserves); or (2) a veteran who was a member of the Armed Forces (including the National Guard or Reserves) at any time during the five-year period preceding the date the service member undergoes treatment. If an employee takes leave to care for a covered Service member, he or she is entitled to twenty-six weeks of FMLA leave during one twelve-month period, rather than the twelve weeks described above. However, the employee will only be entitled to a total of twenty-six weeks for all leave taken during that twelve-month period (including FMLA leave taken for other reasons).

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1 Employees who do not meet the eligibility requirements under FMLA may still be eligible for six weeks of unpaid leave for the birth or adoption of a child under the Minnesota Parenting Leave Act (MPLA), if they have worked for New Horizon Academy for at least twelve consecutive months for an average of twenty hours per week. FMLA and MPLA leaves run at the same time, therefore if any employee’s leave qualifies as both FMLA and MPLA, the leave will be credited against both leave entitlements simultaneously.
Intermittent Leave
In all the above cases, except birth, adoption, or foster placement of a child, the leave may be taken “intermittently” or on a reduced-leave schedule, but only when medically necessary. The employee must provide medical certification in support of a leave due to serious illness, or for “caregiver leave” for the ill or injured Service member. New Horizon reserves the right to require a medical certification, recertification, or confirmation.

Procedure
If the FMLA leave is foreseeable, the employee must notify New Horizon at least thirty days prior to the first day of the FMLA leave. If the FMLA leave is not foreseeable, the employee must comply with New Horizon’s normal policies for notifying the company of an absence. Employees must provide sufficient information for New Horizon to determine if the leave may qualify for FMLA protection and the anticipated start date and return date of the leave. Employees must make reasonable efforts to schedule leave for planned medical treatment so as to not unduly disrupt New Horizon’s operations. New Horizon will notify the employee within five business days of a request as to whether the employee is eligible for FMLA and whether the leave will be covered by the FMLA, provided that, in cases where five days notification is not possible, New Horizon will attempt to designate the leave as FMLA-qualified as soon as reasonably possible under the circumstances.

If the leave is for a “serious health condition” of the employee or one of the employee’s qualifying dependants, New Horizon requires a medical certification from a treating doctor indicating that the condition qualifies. These forms are available through your center director.

Pay and Benefits
FMLA leave is not paid leave by New Horizon. If the employee has PTO time available, the employee must use the PTO time for the FMLA leave and such time will count both as FMLA leave and as PTO. The utilization of paid leave or benefits during FMLA leave shall not extend the FMLA leave beyond the applicable twelve or twenty-six week limits.

Employees do not accrue PTO or other leave grants during the FMLA leave, nor will the employee receive holiday pay for any holidays which occur during the FMLA leave. Employee’s use of FMLA leave will result in the loss of any employment benefits that were available prior to the start of an employee’s leave.

New Horizon will continue to provide health insurance benefits to employees on FMLA leave, provided they were eligible for such benefits prior to the leave, and provided that the employee continues to be responsible for his/her portion of the premium, which will be deducted from any pay received by the employee during the FMLA leave. If the employee does not receive compensation from New Horizon during the FMLA leave, the employee must pay the premium to New Horizon or before the time it would otherwise be made if by payroll deduction. If the employee does not return to work at the end of the FMLA leave, the employee will be required to reimburse New Horizon for premium payments during the FMLA leave. The employee may, however, be eligible for COBRA insurance continuation at his or her own cost in that case.

Return to Work
Employees returning to work will be restored to an equivalent position with pay, employee benefits, and other terms or conditions of the position. Employees returning may be positioned in a different classroom and work schedule to accommodate the center. Returning employees retain eligibility for any benefits for which they were eligible prior to the leave.
If the FMLA leave was for the employee’s own serious illness, the employee must submit a medical certification to New Horizon which states that the employee is able to resume work, and perform all the essential duties of his or her position before the employee may be restored to his or her same position. New Horizon will provide a list of essential job functions to the employee at the time the leave was designated, so that the treating physician will be able to give an informed opinion about the return to work and other restrictions.

Employee’s rights to FMLA leave are legally protected and New Horizon will respect them. Employees who have any questions or concerns about FMLA leave rights or rights under state or federal leave can direct their questions to the vice president of human resources.

Military Leave
New Horizon grants a military leave of absence to eligible employees for training or service in the National Guard, Reserves, or any other of the U.S. Armed Services. You must notify your director as soon as you are aware of the need for the military leave, including a copy of the orders directing military duty, unless prevented from doing so by military necessity.

Subject to the terms, conditions, and limitations of the applicable plans for which you are otherwise eligible, health insurance benefits will be made available by New Horizon for up to 24 months of the military leave of absence. You will be responsible for the entire premium payment if you perform military service for 31 or more days. Military leave is unpaid; however you may elect to use any available PTO for the leave of absence.

If you are absent on military leave, you must timely apply for and report back to work, and provide documentation in accordance with all applicable state and federal laws in order to be eligible for reemployment. You will not be reemployed with New Horizon in cases where circumstances make it impossible to do so, or create an undue hardship for New Horizon. Temporary employees who have no reasonable expectation that their job would be available after a period of military service will not be eligible for reinstatement. If you are on a leave of more than 5 years, you may be ineligible for reemployment with New Horizon. If you qualify for reemployment with New Horizon, you will be treated as though you were continuously employed for the purpose of determining seniority for employment and benefit accrual status where determined by seniority. You will not accrue actual PTO, sick leave, or other benefits while on military leave of absence.

Minnesota Leave for Families of Mobilized Military Members
New Horizon offers unpaid leave of up to ten days to employees who have an immediate family member in the military who has been injured or killed in active service. Immediate family members for these purposes include the employee’s spouse, children, mother, father, brothers, sisters, and grandparents.

New Horizon offers up to one day per calendar year of unpaid leave to attend a send-off or homecoming military ceremony for an immediate family member, unless the leave would unduly disrupt New Horizon’s operation. Immediate family members include the employee’s spouse, children, mother, father, brothers, sisters, and grandparents.

Employee Rights
The FMLA gives employees the right to file a complaint with the Wage and Hour Division of the Department of Labor’s Employment Standards Administration, file a private lawsuit under the Act (or
cause a complaint or lawsuit to be filed), and testify or cooperate in other ways with an investigation or lawsuit without being fired or discriminated against in any other manner.

**Worker's Compensation**
In the event you are injured during working hours, you must report it immediately to your director or management on duty, as well as fill out the appropriate paperwork. If medical attention is needed, a medical providers list is posted in the designated employee posting area.

**Right to Discharge/Employment-At-Will**
New Horizon will make reasonable efforts to have open communication with you and encourage your career development. Nevertheless, New Horizon reconfirms that your employment is “at will,” meaning New Horizon retains, in its sole discretion, the right to terminate any employee at any time, with or without cause, and with or without progressive discipline.

**Resignation**
Employees are asked to give a minimum of two (2) weeks’ written notice. This time is needed to find a replacement employee and ensure a smooth transition for the children and families. Directors must give thirty (30) days' written notice. Failure to provide adequate notice will make you ineligible for rehire and may result in the loss of PTO accrual.

**Transfers**
You may request a transfer to another New Horizon center location. Transfers, which are approved, may only be coordinated through New Horizon's human resources department at the corporate office, and not through your center. If you wish to transfer, you may contact any one of the following people:

- Your current director
- Your district manager
- The human resources department

When transferring to another location, it will take up to three (3) weeks to complete the transfer in order to ensure that both locations are staffed appropriately. Length-of-service will transfer with you only if transfers occur according to policy. If transferring from one center to another, please note that the benefits and wage structure may vary between centers.

To be considered for a transfer, you must meet the following criteria:

- Must meet the required status for the open position.
- Must be effectively and successfully meeting current job duties.
- Must have a positive, upbeat attitude.
- Follows New Horizon’s policies and expectations.

**Employee Reviews**
You will have an evaluation with your supervisor approximately ninety (90) days after employment with New Horizon. All training requirements must be completed. Annual evaluations will take place around your anniversary date of hire. An evaluation date may be adjusted due to a center transfer, to meet expectations after a staff council, or after a promotion. You are responsible for understanding the information discussed at the evaluation conference and maintaining satisfactory work as defined in the evaluation form. If you feel your review is overdue, you are responsible for contacting your supervisor.
If you have an unsatisfactory review, you will be reviewed again within a time frame specified by your supervisor.

**Exit Interviews**

New Horizon is interested in obtaining information that can lead to the improvement of its employment practices and working conditions. New Horizon may request an exit interview with departing employees in an attempt to share honest concerns and observations about the employment relationship so that employment with New Horizon can be a learning experience. For those who wish to make comments without an interview, exit interview forms are available through any supervisor, or written comments may be submitted to the corporate office in care of the human resources department, via e-mail to lheruth@nhacademy.net, or via mail to 3405 Annapolis Lane N, Suite 100, Plymouth, MN 55447.

**Safety and Health of New Horizon Staff**

The safety of your work environment is vital to New Horizon. If you feel conditions in your center are unsafe in any way, please immediately contact your director, the safety coordinator, or any member of New Horizon's management team.

New Horizon requires all of its employees to “work safe” and to assist New Horizon in avoiding workplace conditions or practices which might cause an accident. You are required to immediately report to your supervisor, or your center’s designated safety monitor, and to fill out the appropriate paperwork for any unsafe condition or practice, or any injury or accident, no matter how minor, whether you are involved or witness the incident, or become aware of the incident later. If medical attention is needed, a medical providers list is posted in the designated employee posting area.

All New Horizon centers will have an appropriate number of first-aid kits and a medication station on the premises. Please ask your director about the exact location of first-aid kits at your center. First-aid fanny packs are available at all playground exit doors. Employee safety and health are important to New Horizon. All OSHA regulations and New Horizon safety rules must be followed by all employees.

**First-Aid Kits/ Medication Station**

All New Horizon centers will have an appropriate number of first-aid kits and a medication station on the premises. Please ask your director about the exact location of first-aid kits in your center. First-aid fanny packs are available at all playground exit doors.

**A Smoke-Free Environment**

New Horizon is proud to provide a smoke-free environment for children, families, and employees. Smoking is prohibited at New Horizon. This includes the New Horizon center, the playground, and parking lot. Employees who elect to smoke must do so only when off New Horizon's property and out of view of children and families.

**Alcohol and Drugs**

Consumption, possession, storage, or being under the influence of alcohol during the work day, including breaks and meal periods, or at any time on New Horizon premises (including New Horizon parking lots), or vehicles is a violation of this policy and will also result in disciplinary actions and possibly civil and/or criminal penalties. This policy pertains to license holders, employees, subcontractors, and volunteers. You may also be subject to a lawful drug and alcohol testing policy.

Drugs are defined as any behavior-modifying product or substance. You are prohibited from possessing, storing, transferring, or using such substances, or reporting for work under the influence of drugs,
unless New Horizon receives prior notice from the employee and satisfactory confirmation from a health care provider that the drug has been prescribed to the employee for a current condition. Even in such cases, however, if the drug affects your ability to perform the essential functions of your position, or if the use of the drug poses a threat to the health and safety of the children, you, your co-workers, or customers, New Horizon may restrict or prohibit you from working while it is being used.

Apart from these limited exceptions, the possession, storage, transfer, or consumption of such drugs, or being under the influence thereof during the work day, including breaks and meal periods, or at any time on New Horizon’s premises (including the parking lots), within vehicles, or at any vendor or other project or worksite, or in any other location while working, is a violation of this policy and will also result in discipline, as well as regulatory, civil, and/or criminal penalties. You may also be subject to a lawful drug and alcohol testing policy.

In addition, all employees who transport children will be required to pass a physical exam and/or drug alcohol test. Refusing to submit to such exam or testing, interfering with the collection process or a positive test result will result in disciplinary action up to and including termination. A copy of the New Horizon drug-free and physical exam workplace policy will be provided to you.

Resolution of Complaints
We are concerned about every New Horizon employee, and about every employee’s concerns, questions, or complaints. New Horizon has the following procedure for responding to employee concerns or complaints or, where appropriate, employees may use the procedure under the Prohibition of Harassment and Retaliation Policy. New Horizon’s procedure has two main goals:

Goal 1: To ensure that New Horizon responds to every complaint or concern. While employees may not always agree with New Horizon’s response to a concern or a complaint, employees should be assured that New Horizon will give all complaints and concerns appropriate consideration.

Goal 2: To improve communication within New Horizon and provide a means for concerns and complaints to be resolved as described in the following section regarding proper complaint procedure.

If employees ever have complaints, concerns, or questions about any aspect of their employment at New Horizon they are urged to use the following procedure:

Procedure
In most situations the best procedure for employees who have any concerns, complaints, or questions regarding employment at New Horizon, is to first talk to your director or assistant director. Often, an informal discussion of such issues will lead to their quick, effective resolution. Employees should be polite, but direct, about their concerns. If employees have a concern, complaint, or question which is not resolved after such an informal discussion they should proceed as described below. If employees do not feel comfortable approaching their director or assistant director about their concerns, they should follow the instructions below.

Employees are asked to give complaints to their director, district manager, or vice president of human resources in writing or by e-mail within 14 calendar days of the date of the problem occurred. The director or assistant director will forward a copy to the district manager and vice president of human resources.
The complaint should indicate, in writing or e-mail, the following:

- Employee’s name, center, position, and schedule
- What the employee is concerned about. The employee should set forth a clear statement of what happened, who was involved, when it happened, why the employee believes it happened, and why it is a problem for the employee.
- Any other information the employee thinks is relevant to his or her complaint.
- What the employee thinks should be done to correct the problem.

New Horizon will generally investigate and respond to an employee’s complaint within 14 days. This period may be extended, depending on the facts and circumstances of each case (such as the number of people who need to be interviewed or facts to be investigated).

Employees should keep the following guidelines in mind:

- Employees who have a complaint or concern that they do not feel comfortable discussing with, or submitting a written complaint to, their director should bring their complaint orally or in writing to the district manager or vice president of human resources.
- Employees must not be afraid to speak for themselves. This is an informal procedure and employees may represent concerns in their own words. No formal representation of employees by other employees or non-employees is necessary and no retaliation will be permitted against employees who raise concerns or complaints.

**Prohibition of Harassment (Including Sexual Harassment) and Retaliation**

New Horizon is committed to providing a work environment that is free of unlawful discrimination. This policy prohibits harassment or retaliation based upon race, color, religion, creed, age, sex, national origin, ancestry, marital status, pregnancy, disability, membership or non-membership in a labor organization, sexual orientation, genetic information, complaining in good faith to the employer or to an authority, lawful requests for access to or to make written submissions to one’s personnel file, status with regard to public assistance, or any other characteristic or activity protected under federal, state, or local law. Complaints alleging retaliation or harassment, including but not limited to sexual harassment, based upon any protected characteristics or activity will be handled as described in the Reporting Procedure section.

New Horizon forbids sexual harassment in the work environment. The “work environment” includes all of New Horizon’s premises and other locations where New Horizon-sponsored activities take place, any off-site location where New Horizon business is conducted, and on social networking sites if New Horizon, its customers, suppliers, or employees are referenced or included in communications. “Sexual Harassment” has been defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment;
- Submission to or rejection of such conduct by an individual is used as a factor in decisions affecting that individual’s employment; or
• Such conduct has the purpose or effect of substantially interfering with an individual’s work performance or creates an intimidating, hostile or offensive work environment, and the employer knew or should have known of the existence of the harassment and failed to take timely and appropriate action.

Reporting Procedure
If an employee believes that he or she has been subjected to any conduct or statement that could be viewed as harassment the employee must:

1. Tell the harasser/retaliator to stop.
2. Immediately report it to the director, district manager, or vice president of human resources.
3. If the conduct continues, this should be immediately reported to the above individuals.

If any employee witnesses an incident that might be viewed as harassment or retaliation, the employee should follow steps 2 and 3.

Any reported incident will be investigated, including incidents reported after an employee’s termination of employment. Complaints and actions taken to resolve harassment or retaliation will be handled as confidentially as possible, given New Horizon’s obligation to investigate and act upon such reports. Violation of this policy may result in discipline, up to and including termination.

Employees may bring complaints, ask questions, and raise concerns under this policy without fear of reprisal or retaliation. All employees are responsible for understanding, adhering to, and strictly enforcing this policy.

Investigation and Recommendation
New Horizon will, upon receipt of a report or complaint alleging harassment, retaliation, or other inappropriate conduct, authorize an investigation, which may result in discipline.

In determining whether alleged conduct constitutes harassment, retaliation, or other inappropriate conduct, New Horizon may consider the surrounding circumstances, the nature of the alleged statements of conduct, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes harassment, retaliation, or other inappropriate conduct, requires consideration of all the facts and surrounding circumstances.

The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint or report has been made, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint or report. The investigation may also include any other lawful methods deemed pertinent by the investigator.

In addition, New Horizon may take immediate steps, at its discretion, to protect the complainant, witnesses, or other employees pending completion of an investigation.

New Horizon will discipline any individual who retaliates against any person who complains of or reports alleged harassment, retaliation, or other inappropriate conduct, or who retaliates against any person who testifies, assists or participates in an investigation, proceeding or hearing related to a harassment complaint.
Discipline and Other Appropriate Action
New Horizon may take any appropriate action if deemed necessary to punish harassment, retaliation, or other inappropriate conduct and to prevent recurrence of such conduct. Depending upon the results of the investigation and severity of any incident, New Horizon may take disciplinary action, up to and including termination, as well as issuing general reminders of its policy, and/or conducting orientation and training sessions.

No Company Authority
Non-supervisory employees have no authority to represent, speak for, or bind New Horizon in any respect, with employees, customers, vendors, government agencies, or the public. Supervisory employees have such authority only within the course of their employment and the scope of their duties, subject to any express limitation communicated to them.

Gossip Policies
New Horizon Academy strives for a gossip-free work environment. New Horizon staff are expected to be respectful and considerate to all colleagues and families, regardless of family structure; socioeconomic, racial, religious, or cultural backgrounds; gender; abilities; or languages spoken. Gossip is negative communication about another person with the intention to harm their reputation. Gossip (including communicating judgments in front of children) about families, children, co-workers, or management will not be tolerated and could result in corrective action and may result in termination.

To define gossip, ask yourself the following:

- Is it true?
- Is it fair?
- Is it necessary?
- Is it helpful?
- If it is not, it is gossip.

Transitioning Children and Families Between Classrooms/Programs
When children move from one classroom or program to another, it can be a challenging time for the children and their families. In order to help them transition, you will assist in the completion of a transition packet and a tour of your classroom for all children entering or leaving your classroom or program. Additional support tools are also available on The Insider.

Open Door Policy
New Horizon allows parents to visit their child anytime during the course of the day.

Visitors
All proper protocol must be followed with respect to visitors. All visitors must check in at the front office. If New Horizon knows in advance a visitor is coming to the center, you may be notified. However, you must be prepared for visitors coming into the center, including the classrooms or playground, at any time. Remember, visitors are not permitted in the center without being accompanied by a staff member, and you must follow the hereinafore-referenced safety policies.

Solicitation and Distribution/Visitors
In order to prevent disruption of New Horizon’s operations and provisions of products and services, violation of safety, insurance, and customer requirements, harassment of employees, and litter, the
following rules apply to verbal solicitation and distribution of materials (written, electronic, graphic, audio or video):

- No distribution of non-work-related materials of any kind will be permitted in any work areas at any time. No verbal solicitation is permitted in any work areas during working time.
- Non-employees are subject to the same rules stated above and, in addition, are prohibited from soliciting or distributing materials of any kind on any New Horizon property.

**Other Employment/ Nanny/Babysitting Services**

Engaging in other employment, or self-employment while working for New Horizon in any activity, which would conflict with your commitments to New Horizon, or with New Horizon’s interests, is prohibited. New Horizon’s work requirements, including overtime and staff meetings, must take precedence over any outside employment.

From time to time, you may be approached by families to provide certain babysitting services for them on evenings or weekends. We encourage you to babysit from time to time to the extent you desire to do so and if it does not interfere with your employee performance. However, in the event a family approaches you to provide nanny services which may, or will, impact the number of hours you are able to work for New Horizon, you shall immediately inform the family that you are prohibited under your non-compete agreement to provide such services and direct the family to discuss this issue with your director. You shall then immediately inform your director of this conversation. Failure to do so may result in termination of your employment. In the event you breach your non-compete and provide such nanny services, you agree that you shall be obligated to pay New Horizon the sum of $3,000, the estimated cost of damages to New Horizon for recruiting, hiring, and training a new staff member. Your signature on the Employee Acknowledgement form at the back of this Employee Handbook constitutes your agreement to this section.

**Personal Property**

New Horizon is not responsible for personal property brought to the center. All personal property must be kept in a locked teacher’s cabinet. New Horizon reserves the right to investigate and to interview employees in the course of implementing and enforcing policies, to require truthful answers to inquiries in connection with such investigations and interviews, to administer tests, to conduct searches of employees’ persons, bags, vehicles, work stations, clothing, purses, personal items and other possessions, mail addressed to employees at work, documents, computer, e-mail, voicemail, Internet and telephone communications, and any and all other articles or information within their possession or control while employees are on duty, and to conduct lawful audio and video surveillance of employees.

**Company Property**

As a New Horizon employee, you are expected to protect New Horizon’s property from theft, loss, or damage. New Horizon’s property includes not only tangible assets, but also knowledge and information specific to New Horizon. You need to obtain permission from your supervisor before New Horizon’s materials, supplies, or property can be taken from the premises of New Horizon’s center or corporate office. Unauthorized removal of New Horizon property may result in disciplinary action up to, and including, termination.

The nature of New Horizon’s business is highly competitive. Confidential information includes but is not limited to new development of the company, marketing materials, New Horizon’s master forms, New Horizon’s curriculum, and all copyrighted materials.
When employment with New Horizon ends, employees must return all confidential information and property belonging to New Horizon. Your obligation to maintain the confidentiality of such information and not to disclose, use, remove, or retain it continues both during and after employment with New Horizon, without time limitation. Unauthorized access of, misappropriation, disclosure, use or retention of confidential information may result in possible civil and/or criminal prosecution as well as discipline.

Personal Phone Calls/Cell Phone Use
Being with and caring for children is your first priority at New Horizon; therefore, messages will be taken for you from personal phone calls, except in the case of an emergency. During break times, please limit your personal phone calls to three minutes. New Horizon’s phone lines must remain open in order for us to provide our customers with exceptional customer service, which is always our goal! Any phone calls that incur tolls or charges are not permitted. In addition, the use of cell phones, including text messaging, is prohibited. Under no circumstances shall cell phone use be allowed in the center. In the event of a family or medical emergency, you can be reached by calling the center phone number directly or the main office phone number at (763) 557-1111, and you will be promptly notified.

Internet Use/E-Mail
New Horizon owns the computer network system and equipment used at your center and has the right to monitor Internet activity and e-mails at any time, at its own discretion. Improper use of the computer system may make the system vulnerable to unsolicited e-mails and computer viruses. You acknowledge that you will limit your Internet and e-mail use for specific job-related functions, except that you may be allowed to use the Internet and e-mail for personal reasons while on your break, provided that the use is appropriate and lawful.

Social Media Policy
As social mediums (e.g. Facebook, YouTube, Twitter, LinkedIn, Google+, Foursquare, Pinterest, and other relevant media) continue to emerge, we would like to ensure that appropriate guidelines are followed when interacting with these mediums as it relates to your employment with New Horizon Academy. Each new employee will review and sign New Horizon’s Social Media Policy (Form #573) during corporate orientation. This form will be kept in your personnel file.

Video/Photographs
The use of a device for photographs, video, or audio at the center is prohibited unless specifically authorized by your director.

Mandated Reporter Act and Child Maltreatment
All early childhood caregivers are required by state law to report suspected child abuse (sexual, physical, and emotional) and/or negligence, whether or not it occurs within or outside of the center, to Child Protective Services. The phone number for child protection is posted by each telephone in each center. The report must be made by you—simply telling your supervisor does not fulfill your reporting obligation. You must read and sign the Mandated Reporting Procedures form (NH-424d), to be kept in your personnel file.

Employee Conduct and Discipline Rules
These rules are designed to provide notice of New Horizon’s expectations for all employees. New Horizon requires that you obey these rules of conduct, which are intended to protect the interests and safety of all children, employees, and the organization.
New Horizon reserves the right to handle each disciplinary situation as it deems necessary, including the right to discipline and terminate employees for any reason, including reasons not specified here, with or without cause, notice, prior warning, or discipline, at any time. You are responsible for knowing, understanding, and adhering to these rules. No employee is entitled to progressive discipline. Discipline may include, but is not limited to, verbal and written warnings, paid or unpaid suspensions, prospective reduction in pay, demotions, transfers, ineligibility for promotions, benefits or raises, counseling or other required conditions for retaining employment, last chance warnings or terminations, without opportunity for reemployment. Since it is not possible to provide an exhaustive list of misconduct, the following is a non-exclusive list of examples of conduct that may result in discipline, up to and including termination of employment:

- Maltreatment of a child including:
  - Sexual abuse.
  - Physical abuse or rough handling.
  - Emotional abuse.
  - Neglect (See rules on discipline).
  - Threatening advances toward children, staff, or parents. Creating a hostile environment for any of New Horizon's children, parents, or staff.
- Failure to have a positive upbeat attitude toward all children, parents, and co-workers.
- Failure to produce required documentation for status qualification.
- Violation of confidential information, including, but not limited to, a child’s behavior with someone other than staff of that program or the guardians of that child.
- Gossip.
- Tardiness.
- Absenteeism.
- Abuse of policies and procedures.
- Failure to carry out assigned duties.
- Use of improper words or improper tone of voice.
- Recruiting New Horizon's customers and/or staff for another business, including a child care center or home day care.
- Background information obtained by the Department of Human Services that requires the immediate removal of the staff person, or a set aside which requires posting or notification to families in the center. Any posting or notification of such information can affect the enrollment and reputation of New Horizon.
- Insubordination.
- Malicious behavior that disrupts or causes harm to New Horizon's business.
- Sexual harassment (see sexual harassment policy).
- Behavior indicating the possession, use, or influence of illicit drugs or alcohol on New Horizon’s property or while on New Horizon’s payroll.
- Theft.
- Noncompliance with safety regulations that could or does result in harm to children, staff, or parents.
- Falsified employment information.
- Any profanities, inappropriate gestures, etc., used in the presence of staff, parents, and/or children.
- Failure to supervise children, including, but not limited to, the following: falling asleep on the job and leaving a child unattended.
Workplace Violence/ Inappropriate Conduct/ Weapons
New Horizon’s policy is to promote and maintain a work environment that is safe, secure, and free from violence, threats of violence, harassment, intimidation, and other inappropriate and disruptive behavior. Physical violence, threats of physical violence, harassment, intimidation, and other disruptive behavior in New Horizon’s workplace or involving New Horizon’s employees will not be tolerated, nor will possession, transporting, brandishing, or using weapons of any kind that could result in bodily harm.

Pro-Employee Workplace
New Horizon Academy is committed to maintaining a direct, positive, non-union relationship with every employee. That does not mean that we are “anti-union,” but rather that we are “pro-employee.” We are committed to providing every employee with a work environment in which they are treated with dignity, fairness, and respect. Our goal is that employees will neither need, nor want a union. While we are not saying that unions are undesirable in all cases, our belief is that through strong employee relations, effective supervision, and a commitment to dignity, fairness, and respect, we can provide a better work environment for employees than they would have if they were unionized.
EDUCATIONAL AND CLASSROOM EXPECTATIONS

Welcoming New Families
Recognizing newly enrolled children and helping to make them comfortable is one of your responsibilities. You must keep abreast of all newly enrolled children. At New Horizon, a child’s first day is a very special occasion (whether it’s a first day at a center or a graduation into a new classroom). You will be expected to have a cubby, basket, or locker ready for the new child before he or she begins. Hang welcome signs and have the class prepare a special card for the child. Make sure newly enrolled children feel safe and welcome. Be certain to include very specific information on the child’s daily note, as well as providing a “My First Day” sheet which tells parents such things as new activities their child enjoyed and friends their child made. Include a photograph of the child enjoying your classroom. Be prepared for many questions from the child’s parents.

Communication with Families
New Horizon sets itself apart from its competition by setting high standards of excellence in the area of customer service. New Horizon strives to serve each child’s family as a whole. Frequent communication with parents, using a variety of methods, is expected of every employee. Each day you must fill out a daily highlight board for all families to view. You must also fill out individual daily notes on each child. Please provide honest, yet positive, information to families. Please make specific comments about each child. For example, “Will enjoyed sharing photos from his vacation during show and tell.” In addition to daily communication with families, you will be asked to participate in formal parent-teacher conferences twice annually, and informal conferences upon request. During parent-teacher conferences, you will highlight each child’s strengths, interests, and future goals using positive language and examples. The use of New Horizon Academy’s assessment tool is mandatory. Any challenging issues need to be discussed with your director prior to discussing these issues with parents. Negative comments and completely blank comment sections on daily notes are unacceptable. Please take diversity issues into account when dealing with families. Be certain to check all communications to ensure they are: (1) consistent with New Horizon’s mission, (2) are positive, (3) are grammatically correct, and (4) are spelled correctly.

You will be expected to use respectful and positive people skills upon greeting families each day. Share information or a funny story with parents about their children. You will encounter all types of families during your career at New Horizon, and we must serve them all equally! We do not judge our families, even if they are challenging. Share important family concerns immediately with your supervisor. In the event you encounter an upset parent, you, as a New Horizon employee, must maintain your composure, use respectful language, use active listening skills, and use a calm voice, no matter how upset the parent is. If an upset parent demands an immediate response, please ask your director or supervisor to assist you.

Intranet/The Insider
New Horizon operates a company Intranet known as The Insider. This is a resource for all staff, which includes, but is not limited to, training opportunities, tips for classrooms, policy reminders, licensing information, resources for payroll and benefits management, and master forms. The Insider can be accessed at http://www.newhorizonacademy.net/staff/. User names and passwords are specific to each employee and can be obtained from your director. You are responsible for maintaining the confidentiality of the password and account and are fully responsible for all activities that occur under your account. You agree to immediately notify your director of any unauthorized use. Any unauthorized reproduction, publication, distribution, or public exhibition of the materials provided on The Insider, in whole or in part, is strictly prohibited.
Classroom Environment
You are responsible for providing a safe, clean, fun, and stimulating classroom for the children. In addition to meeting all child care licensing and safety requirements, each classroom must be created to include New Horizon's "ambiance" which combines self-esteem, education, stimulation, creativity, fun, structure, comfort, information (for children and parents), and cleanliness! More specifically, each classroom environment must be educational and age appropriate, and must provide children with all of the elements described above, yet be soothing and nurturing. The classroom should be homey and inviting without being overstimulating. You are expected to provide organized and labeled interest areas for the children (toddlers through school-age). All children's materials will be posted at both children's eye level, as well as higher up at adults' eye level.

Classroom Cleanliness
Staff are required to keep a safe, clean environment for children. Any broken equipment should be removed from the classroom. Floors and tables must be cleaned after use. Bathrooms must be cleaned as needed. Classrooms must be kept clean and organized. Any cleaning product used must be kept in original bottles and stored out of reach of children; read labels before using any product. If you have any questions on a cleaning product, refer to the material data sheets supplied by the vendor and the New Horizon Cleaning Handbook (NH-476), which is kept in the center.

Supply and Material Requests
New Horizon will make every effort to provide you with the supplies, materials, and support needed to carry out your role as a child care specialist in a professional manner. All requests for materials must be submitted to the director well in advance. All teacher-made resources are the property of New Horizon when made while on New Horizon's payroll and when using New Horizon’s supplies.

Supervision and Safety of Children
The safety and well-being of our children is of paramount importance to New Horizon Academy and a staff person's first responsibility. Improper supervision, or absence of supervision, can result in a serious accident and can be grounds for immediate termination of the employee. Never leave the children unattended for any reason.

All children must be within sight and sound at all times. Preschool and school-age children may be out of direct sight only when using the restroom independently and they should be checked on frequently.

Ratio and distribution must be maintained at all times, whether in the classroom, on the playground, on the bus, or on a field trip. It is your responsibility to know and understand at what number ratio and distribution is maintained and it is your responsibility to let a member of the management team know if you are out of ratio or distribution. If you are alone in a classroom and require a break, you must ask for assistance from other staff or your director. If you accompany a child to the restroom or to another part of the building, your class must continue to be in ratio, and you must ask for an additional staff person to be in the room. If you are supervising children during naptime (excluding infants), ratios may be maintained at different numbers than when the children are awake.

Monitor your classroom and playground for any safety or health hazards. Report any dangerous equipment or any hazards to your supervisor immediately and anticipate a dangerous situation before it materializes.

Any person whom you do not recognize attempting to pick up a child must have his/her photo identification checked and compared to the Authorized Pick-Up Form in the child’s file. A child’s
recognition of the adult alone is not sufficient. If the person attempting to pick up the child is not on the Authorized Pick-Up Form in the child’s file, verify if the family has a confidential pass code on file and contact the family for phone authorization. Visitors are not permitted in the center unless accompanied by a staff member. If you see a stranger wandering about the center or its premises, ask the stranger to wait in the director’s office, and then notify the director or assistant director IMMEDIATELY. If you have the slightest concern, always report it to the director.

**Playground or Outdoor Play Duties**

Playground supervision is part of each employee's daily routine and should be met with the same enthusiasm and diligence as any other area of New Horizon's curriculum. Notify another staff member or your director immediately if you need to leave your assigned area. Children must never be left unsupervised. As stated in "Supervision and Safety of Children" on page 31, you must supervise the children at all times, including during playground time. It is never acceptable to congregate with other staff to chat, turn your back on the children, use playground time as a break or rest period, or leave your supervisory area. You are expected to come to work prepared for any weather condition.

**Educational Reimbursement**

Any early childhood accredited course that you enroll in after completing your 90-day probation period may be eligible for a partial tuition reimbursement. You will be required to fill out and **sign** a Tuition Reimbursement form (NH-543) and submit it along with the required documentation to the human resources department. Each course must be pre-approved by a district manager or the human resources department. The reimbursement policy is designed to enhance teaching qualifications while employed at New Horizon. **Therefore, if a staff member’s employment is terminated within six (6) months after receiving tuition reimbursement, the course fee must be paid back to New Horizon by way of a withholding from the staff member’s final check. If the balance exceeds your final check, New Horizon Academy will bill you for the difference.**

**In-Service Training**

New Horizon offers many in-service workshop opportunities at **no charge to you**! Your professional development is important to New Horizon! The State of Minnesota requires you to obtain in-service training hours each year as follows:

- One percent (1%) of working hours: a teacher who possesses a baccalaureate or master’s degree in early childhood education or school-age care; a teacher who is licensed in Minnesota as a prekindergarten teacher, an early childhood educator, a kindergarten to sixth grade teacher with a prekindergarten specialty, an early childhood special education teacher, or an elementary teacher with a kindergarten endorsement; or a teacher who possesses a baccalaureate degree with a Montessori certificate;

- One and one-half percent (1.5%) of working hours: a teacher who is a registered nurse or licensed practical nurse with a technical college certificate in early childhood development, or a child development associate certificate; or a teacher who possesses an associate of arts degree in early childhood education, a baccalaureate degree in child development, or a technical college diploma in early childhood development;

- Two percent (2%) of working hours: all other teachers, assistant teachers, and aides.

New Horizon will pay you for the time that you spend attending in-service training up to a maximum of two percent (2%) of your total hours worked during the year at the then applicable hourly training rate. This does not include time spent attending courses at a college, university, independent school, or other educational institution. Prior to attending in-service training, you must obtain written approval of the
in-service training from your director. Upon completion of the training, in order to receive compensation, you must provide your director with a signed in-service certificate showing the number of hours of completed training. In-service calendars and course descriptions are provided at each New Horizon center. Each staff member must meet the minimum Minnesota licensing requirements as well as NAEYC requirements. As an employee of New Horizon Academy, you will create a professional development plan which will incorporate the required in-service trainings. The failure to meet such requirements may result in termination of employment or a demotion of your position.

Staff Meetings
Meetings where all employees can gather are one of the best avenues for exchanging ideas and information and forming positive relationships with other employees. Some staff meetings will include a special presentation or guest speaker. Staff meetings will normally be called by your supervisor, and he or she will inform you when a staff meeting also qualifies as in-service. Your input is encouraged and welcomed at staff gatherings. New Horizon will pay you at the then applicable hourly training rate for time spent attending mandatory staff meetings, except for the mandatory Professional Development Conference, corporate orientation, and parent open houses, which are paid at your regular rate.
GENERAL PROVISIONS

Purpose of Our Employee Handbook
New Horizon created this Employee Handbook to answer commonly asked questions and to ensure that personnel policies, procedures, benefits, and professional conduct are applied fairly to all employees. If you have any questions about New Horizon policies and procedures, please consult your supervisor.

At-Will Employment Relationship
Please understand that materials contained in our Employee Handbook or in any other statements of New Horizon company policy do not constitute an express or implied contract of employment. This policy includes statements made during an evaluation and wage review. While New Horizon will generally follow the policies outlined, these policies do not constitute a contract. New Horizon reserves the right to change policies or change terms and conditions of any employee's employment at any time, except that changes to an employee's at-will status may only be made in a separate writing, signed by the president or chief operating officer.

This Handbook Supersedes All Previous Descriptions of Employment
This Handbook replaces all earlier Employment Manuals and/or Employee Handbooks and takes precedence over all memoranda and/or oral descriptions of the terms and conditions of employment. Please discard any old Employment Manuals and/or Employee Handbooks and/or related materials to avoid confusion. In the event any section conflicts with Minnesota Law, such section may be invalidated or modified without affecting the rest of the handbook.
CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT

Since 1971, New Horizon has devoted substantial time and expense to the development of business practices which have economic value and provide the company with competitive advantages. This Employee Handbook and all New Horizon materials (whether provided by New Horizon to you or whether created by you or other staff as part of your employment with New Horizon) are confidential and proprietary materials to New Horizon and have been protected as such. Each employee whose employment is terminated voluntarily or involuntarily agrees to participate in an exit interview at which time all New Horizon materials in the possession of the employee are to be returned with assurances they have not been copied, reproduced, publicized, distributed, or exhibited, in whole or in part. Thereafter, each employee specifically agrees that information deemed confidential and proprietary by New Horizon shall not be used by the departing employee nor shall it be shared or in any way provided to any third person.

NON-COMPETE AND NON-SOLICITATION AGREEMENT

During your employment with New Horizon and for a period of ninety (90) days after terminating your employment with New Horizon, you may not solicit New Horizon’s customers or staff for any purpose related to child care. For a period of ninety (90) days after termination of your employment with New Horizon, you may not provide any type of child care for children that were enrolled at New Horizon during the thirty (30) days prior to your termination of employment. In the event you violate this non-compete, you agree to pay New Horizon the sum of $3,000, the estimated cost of damages to New Horizon for recruiting, hiring, and training a new staff member.

I have read, understand, and agree to abide by the Confidentiality, Non-Disclosure, and Non-Solicitation provisions of New Horizon’s Employee Handbook.

Employee’s Signature: ___________________________ Date: ___________________________
EMPLOYEE ACKNOWLEDGMENT
I have received, read, understand, and agree to abide by the policies, procedures, and employment practices set forth in the New Horizon Academy Minnesota Employee Handbook. I have received a copy for continuing reference.

I understand that I am employed on an “at-will” basis and that nothing in the Employee Handbook constitutes a contract of employment. I further understand that its content may be modified at the sole discretion of New Horizon from time to time.

This will additionally confirm that I have considered and accepted employment with New Horizon with the understanding and acceptance of the terms referenced in the Employee Handbook including without limitation my obligations of confidentiality, non-compete, and non-solicitation. My decision to accept employment has been made with knowledge of these policies, and these policies have been provided to me prior to my actual commencement of work. I further acknowledge that my offer of employment by New Horizon Academy was conditioned upon my obligation to abide by these policies.

Employee’s Signature: ____________________________  Date: _____________