



## **2016 Employment Agreement for New Enrollment Coordinators in North Dakota**

### **I. Terms of Employment**

The Institute of Reading Development is an at-will employer, as described in the Employee Manual. We can terminate your employment if you fail to meet the performance standards described in the Employee Manual and this document, or for any other reason; and you have the right to end your employment as well.

You have been hired for a seasonal sales position. Any other relationship that develops between you and the Institute of Reading Development, whether full-time, part-time, permanent or short-term, is not a part of the employment offer you are now accepting. Specifically, no promises have been made by the Institute of Reading Development regarding continued employment.

### **II. Performance Standards**

The Institute sets performance standards for sales representatives, which include:

- Sales conversion percentages;
- Adherence to scheduled hours and prompt answering of offered customer phone calls;
- Information gathering: Accurate data entry of names, addresses, phone numbers, email addresses and source codes of inquiring parties;
- Demonstration of a friendly, professional attitude with customers and Institute staff.

### **III. Compensation**

#### **a. Definitions**

A “work week” is defined as the period between 12:00am on Monday and 11:59pm on the following Sunday.

“Hours worked” generally means all compensable time between your daily log-in and daily log-out, but not including your meal period, which shall be no less than 30 minutes in length, and which shall be taken on any work day exceeding 5 hours in length.

“Tuition” is the portion of each sale which is not identified as sales tax or materials fee.

“Regular rate” generally consists of your total commissions, bonus, hourly, and/or supplementary compensation for the week, divided by your total worked hours for the week. The regular rate is calculated weekly.

#### **b. Compensation Structure & Pay Schedule**

During training, Enrollment Coordinators are compensated through an hourly wage. Post-training, Enrollment Coordinators are compensated through commissions on sales. Your specific pay schedule is attached to this document as Appendix A. This pay schedule will be in effect throughout the term of your seasonal employment, unless modified in writing.

#### c. Commission Pay

You will receive commission payments each pay period on sales made in that pay period. Your commission payments are equal to a percentage of the portion of each sale which is designated as tuition. The commission rate applied to most sales will be your total commission rate, which comprises your base commission rate and your bonus commission rate, if any. However, on re-enrollment sales the commission rate applied will be your re-enrollment rate; and on sales in which you are not the first enrollment coordinator to speak with the customer in this season the commission rate applied will be your re-pitch commission rate.

The base, re-enrollment, or re-pitch commission rate applied to each enrollment shall be the rate in effect at the time of payment, according to your pay schedule (see Appendix A). In addition to your base commission rate, you may also be eligible for a bonus commission rate, based on meeting certain performance standards as defined by your pay schedule. Your bonus commission rate is not applicable to sales for which your re-enrollment or re-pitch rate controls your commission.

Commission payments are advanced on the assumption that the sale will remain in effect. The commission is earned at the time the customer completes the course, without having received a full or partial refund of the sale amount. If the sale is refunded prior to the conclusion of the teaching season, the unearned advance may be deducted from future commission advances. Partial refunds to the customer will result in pro-rated deductions. Payments are made based on the appropriate commission rate (either your total commission rate, your re-enrollment commission rate, or your re-pitch commission rate) at the time of payment; deductions are based on the same rate.

#### d. Minimum Wage and Supplementary Pay

You will always be paid at least federal minimum wage or the applicable minimum wage in your locality, if it is higher than the current federal minimum wage, for all hours worked during a pay period. Should your commissions on sales made during any pay period not equate to at least minimum wage, the Institute will supplement your pay to at least minimum wage. The Institute may also choose to guarantee compensation at amounts greater than the applicable minimum wage, as specified in Appendix A.

Your commissions, along with any supplementary pay you receive, compensate you both for the sales calls you take as well as for the time you spend in meetings with your supervisor, handling customer service and other non-commissioned calls, completing administrative tasks, handling any other non-commissioned work, and any other activities that are compensable under applicable law.

#### e. Overtime Pay

Enrollment Coordinators will be classified and paid as non-exempt employees (see your Employee Manual for a full definition). As a non-exempt employee, you are entitled to overtime compensation as specified by applicable state and federal law.

Overtime compensation will include additional compensation for worked hours in excess of 40 hours in a single work week. Overtime compensation may include additional compensation for worked hours in

excess of 8 hours in a single work day. This applies to Enrollment Coordinators in states with daily overtime laws, such as California.

Overtime compensation is calculated by determining an Enrollment Coordinator's regular rate and paying the appropriate overtime premium for each overtime hour worked (usually one-half the regular rate).

All overtime must be explicitly approved in advance by a member of the call center management staff, whenever possible.

#### f. Pay Periods

During your employment, paychecks are issued every other Friday for wages accrued during the two-week period ending the previous Sunday.

#### g. Residual Commissions

You also may receive residual commission payments from sales that you initiated, but that were completed after your employment was terminated, in cases where the customer paid for and completed the course without having received a full or partial refund of the sales amount.

Residual commissions are paid as soon as possible after it is determined that the sale has remained in effect, upon completion of each of the two summer teaching sessions: approximately August 3, 2016 and August 31, 2016.

Residual commissions are paid at the base, re-enrollment, or re-pitch commission rate in effect at the time of the employee's termination from the Enrollment Coordinator position. Any bonus commission rate in effect at the time of the employee's termination from the Enrollment Coordinator position will not apply to residual commissions.

#### h. Weekly Stipend

You will receive a stipend in the amount of \$5.00 per week worked, paid at the end of each pay cycle. This stipend is provided to cover use of your personal equipment and supplies deemed necessary for the job.

#### i. Tax Implications for Remote Employees

If you are employed as a remote Enrollment Coordinator, working from your home, it is your responsibility to determine any income tax implication of maintaining a home office area, and you are encouraged to consult with a tax professional to discuss any income tax implications involved in working from your home. The Institute will not provide tax guidance, nor will the Institute assume any additional tax liabilities.

### **IV. Standards of Conduct and Behavior**

General standards of conduct and behavior are covered in your Employee Manual. Two specific areas of employee misconduct are described below. Engaging in either of these forms of misconduct is grounds for immediate termination.

*Under no circumstances may you have personal correspondence with Institute customers* (students, parents, family members), either in person or over the phone, or by any other means, for any purpose not directly related to Institute business and your job responsibilities.

*Under no circumstances may you have in-person business meetings* with Institute customers, potential customers who have inquired about the program, business partners, vendors or suppliers. You may not host visitors for Institute business purposes at your home office for any reason.

## **V. Standards and Policies for Remote Agents**

Section V. Standards and Policies for Remote Agents applies to Enrollment Coordinators working from their homes.

### **a. Home Office and Equipment**

While working remotely, in a space apart from an Institute-owned or leased location, you agree to dedicate a specific work space in your home or remote location to perform your job. The work space should not be used by non-employees during working hours.

You are responsible for designating, setting up, furnishing and maintaining a safe, secure, healthful, quiet and comfortable work environment for work purposes. The Institute will not reimburse any home-related expenses including but not limited to construction, renovations, heating/air conditioning, lighting or electricity. You should carefully review and insure that your designated home or remote office complies with the Institute's standards for a safe work space.

The Institute will not be responsible for repair or replacement of any personal equipment or supplies in your home office or elsewhere in your home, including those you may use for performing the job. The Institute may provide you with telephony equipment, which should be used only by you and only for Institute business. This equipment belongs to the Institute and you are expected to return it at the end of your employment.

As a condition of your employment, you must maintain your own computer, computer network, and all related devices, and install software and hardware provided by the Institute as instructed by the Institute's IT Department.

To maintain network security, you agree to comply with Institute guidelines for protecting your login credentials and preventing the introduction of malware into the network.

To the extent practical, the Institute will provide technical support to you in installing and configuring the software and telephony equipment, and provide guidance and assistance in using them and in connecting to the Institute's network. At your option, you may have the Institute IT staff remotely access your computer to facilitate this process. If you agree to have Institute IT staff remotely access your computer, you also agree to indemnify and hold harmless the Institute and all Institute personnel from any real or perceived damage to your computer software, computer hardware, associated hardware and software, computer network, internet connection, and any related setup or equipment.

You are responsible for backing up your computer before installing new software or providing remote access. The Institute shall have no liability to you for any direct, indirect, incidental or consequential damages of any kind or for any loss of income or profit, including, without limitation, loss of data or loss

of your computer or software, arising from or related to your employment by the Institute or to technical support provided by the Institute.

#### b. Indemnification

You are responsible for any injuries to yourself, family members or third parties occurring on your premises, and you agree to indemnify the Institute and hold the Institute harmless in the event any third-party claims are brought against the Institute for injuries occurring at your premises.

#### c. Custody of Materials

During your employment as an Enrollment Coordinator, you may be entrusted with electronic equipment and accessories belonging to the Institute, and/or curricular materials. You are responsible for this property during the course of your employment, and expected to return it in good condition.

Failure to properly care for and maintain Institute equipment or property may be grounds for discipline, up to and including termination. The Institute of Reading Development may take action deemed appropriate to recover and protect its property, should it become necessary. Such action may include withholding pay to the extent permitted by applicable law.

### **VI. Hours, Schedule, Attendance Policy, and Assignments**

You will be scheduled to work Monday through Friday, and either Saturday or Sunday every other weekend (unless a modified schedule has been approved by management).

You are required to keep track of your hours by logging in to your computer at the beginning of your work day and logging out at the end of your work day. You are also required to log your meal breaks and other activities as instructed by Institute management.

#### a. Meals and Rest Breaks

On any day in which you are scheduled for more than 5 hours of work you will also be scheduled for a meal period. You are expected to begin this meal period as near as possible to its scheduled time, and required to take no less than 30 minutes for the period. On days in which you are scheduled for no more than 6 hours of work you may voluntarily agree to waive your meal period. Meal periods do not count as worked time, and are not compensated.

You also will be authorized and permitted to take ten-minute paid rest breaks for every four hours worked or major fraction thereof (over two hours). Typically, in an 8-hour day, this will mean taking one break in the morning and another in the afternoon. These rest breaks will be scheduled breaks, and you should take them as near as possible to their scheduled time. Rest breaks count as compensable time. Time spent on breaks in excess of twenty minutes per day (or ten minutes per day for shifts under six hours) is not compensated.

It is your responsibility to accurately log your rest breaks and meal periods according to instructions you will receive during training.

#### b. Absences and Tardiness

The Institute creates enrollment coordinator work schedules so as to effectively answer incoming calls. We ask that you make every effort to work your scheduled shift each day. This includes being at your

computer and ready to accept calls at the start of each shift, remaining at work until the end of that shift, and minimizing your time away from your computer (other than meal periods, rest breaks, and scheduled work activities such as meetings with your supervisor, which are already factored in to your schedule). We also ask that you notify us in advance of necessary absences whenever possible.

The Institute may discipline employees for unexcused absences, tardiness, or early departures, as appropriate. Likewise, the Institute may discipline employees for excessive amounts of worked time not spent speaking with customers or ready to do so. Disciplinary action may include verbal or written warnings, suspension, or termination. Absences that are protected by applicable law will not result in disciplinary action.

#### c. Assignments

Your assignments to specific types of calls, including Classroom Sales calls, Online Sales calls, re-enrollment sales calls, and returning caller sales calls, and any other type of calls, are at the discretion of the Institute. This applies to both your training assignment, initial post-training assignment, and any subsequent assignments.

#### d. Recording and Monitoring

During your tenure with the Institute, you will be participating in conference calls and other calls conducted by the Institute's call center management staff. It is the Institute's practice to monitor and/or record these calls for use in future training and for other business purposes. The Institute also monitors and/or records the customer phone calls that you will take each work day. By signing this Agreement, you give your voluntary consent to the monitoring and recording of your calls with the Institute's call center management staff and the recording of your customer phone calls.

### **VII. Confidentiality and Intellectual Property**

The Institute's policies on the use, return, ownership and disclosure of intellectual property and confidential information are provided to you in the Employee Manual (see pages 5-7, "Confidentiality and Intellectual Property") and in the Institute's Non-disclosure Agreement.

In addition, confidential and/or sensitive information must not be accessible to individuals other than you and must be maintained in a secure environment. If you work remotely, you should make sure that your home office environment adequately protects the Institute's proprietary information and the confidential information of the Institute's customers. Specifically, customers' personal data, contact information and credit card information must only be stored electronically in Institute system applications as directed by the Institute, and must not be recorded on paper or in any other form. Likewise, access to Institute software and remote systems that are provided to you by the Institute to perform your job must be kept confidential and is solely for your use.

### **VIII. Background Checks and Supporting Documents**

Your employment is conditional on passing background checks. You consent to the Institute obtaining background checks in connection with this job agreement and acknowledge that a record of any felony, any misdemeanor involving moral turpitude, or any offense involving sexual (or other) abuse of children, will be grounds for voiding this agreement. By signing this agreement, you authorize the Institute to obtain a consumer report including information concerning your employment history, police

records, and driving record. (Related disclosures are included as part of your background check authorization forms).

You have been given a packet of documents (employee manual, emergency contacts sheet, et al.) along with this job agreement. We must receive your documents within two days of your acceptance of the Enrollment Coordinator position.

### **IX. Complete Agreement**

This Agreement, together with the Employee Manual, Arbitration Agreement and the Non-disclosure Agreement, constitutes the entire agreement between the parties regarding the subjects covered by this Agreement. No other agreement, understanding, statement, or promise other than those contained in this Agreement is part of the agreement of the parties. Any modification of this Agreement will be effective only if it is in writing and signed by the parties.

This Agreement will be governed and construed in accordance with the laws of the State in which the Agreement is executed.

Please sign the final page, indicating that you have read this Employment Agreement, understand its contents, and agree to abide by the terms of the Agreement.

## Appendix A: Summer 2016 Pay Schedule for New Enrollment Coordinators in North Dakota

This pay schedule will be in effect throughout the term of your seasonal employment, unless modified in writing. Should the Institute modify your pay schedule, notice will be given in advance, in writing, and delivered to you via email to the email address you provide to the Institute for general communications.

### Training

During training you will be paid \$7.25 per hour worked, unless the applicable minimum wage in your locality is higher, in which case you will be paid the higher minimum wage.

### After Training

After training you will be paid commissions on sales. Your base commission rate, re-enrollment commission rate, re-pitch commission rate, and bonus commission rate, if any, are as follows:

<b>Rates</b>	<b>Classroom Sales</b>	<b>Online Sales</b>
Base Commission	6.7%	10.75%
Re-enrollment Commission	4.0%	6.2%
Re-pitch Commission	2.0%	3.0%
Bonus Commission, if any	1.0%	1.6%

The Institute will tabulate your sales performance and productivity statistics for the previous 7 days each week on Wednesday mornings. You will be eligible for a bonus commission starting the Monday after the first Wednesday in which you had answered at least 125 sales calls in the season.

You will be awarded a bonus commission for the next Monday-Sunday week following any Wednesday, on or after the Wednesday in which you become eligible, in which you meet the following conditions:

- You must have accrued at least 25 ready hours in the prior 7-day (Wednesday – Tuesday) period.
- You must have a family capture ratio of at least 80% in the prior 7-day (Wednesday – Tuesday) period.
- You must have been ready (on a call or waiting for a call) at least 85% of your scheduled ready hours in the prior 7-day (Wednesday – Tuesday) period.
- You must have a call acceptance ratio (“accept ratio”) of at least 92% for the prior 7-day (Wednesday – Tuesday) period.

Your total commission rate is the sum of your base and bonus commission rates. Your commissions on sales will be your total commission rate applied to the portion of each sale which is designated as tuition, except on sales where your re-enrollment or re-pitch rate is applied instead; on those sales only your respective re-enrollment or re-pitch rate is applied. Your bonus commission rate is only applied, in weeks where you have been awarded a bonus, to sales made in your primary call assignment. That is, if you have been assigned to Classroom Sales, your awarded bonus will apply only to Classroom Sales; likewise, if you have been assigned to Online Sales, your awarded bonus will apply only to Online Sales.

**Guaranteed Minimum Rate:** You will also be guaranteed a minimum earnings amount equal to \$11.00 per hour worked, unless the applicable minimum wage in your locality is higher, in which case you will be paid the higher minimum wage. Should the average of your commissions not equal or exceed this amount, the Institute will supplement your pay to this rate. In addition, starting with the Monday after the first Wednesday in which you had answered at least 200 sales calls in the season, you will be guaranteed the following minimum earning amount depending upon your rank within the office:



<b>Weekly Rank (after 200 calls)</b>	<b>Guaranteed Minimum Earnings</b>
Top Quarter	\$15/hour
Top Half, but not top quarter	\$14/hour
Third Quarter	\$13/hour
Below the third quarter	\$11/hour

Your rank will be determined each Wednesday and the resulting guarantee will be applied to the Monday-Sunday week following.

EMPLOYMENT AGREEMENT FOR  
NEW ENROLLMENT COORDINATORS IN NORTH DAKOTA  
2016 Summer Sales Season

*By signing below, I consent to a background check. The Institute conducts thorough criminal background checks on all employees.*

*By signing below, I consent to the monitoring and recording of my calls with the Institute's call center management staff and the monitoring and recording of my customer phone calls.*

*By signing below, I indicate that I have read this Employment Agreement, accept its terms, and agree to abide by the provisions contained in it.*

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Enrollment Coordinator

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Date