

# **Employee Handbook**

*Imagine Supported Living Services*

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**Revised July 2018**



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# **General Policies**

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## **Introductory Statement**

Welcome! As an employee of Imagine (the “Company”), you are an important member of a team effort. We hope that you will find your position with the Company rewarding, challenging, and productive. Because our success depends upon the dedication of our employees, we are highly selective in choosing new members of our team. We look to you and the other employees to contribute to the success of the Company.

This Employee Handbook is intended to explain the terms and conditions of employment of all employees. Written employment contracts between Imagine and some individuals may supersede some of the provisions of this Handbook.

This Handbook summarizes the policies and practices in effect at the time of publication. This Handbook supersedes all previously-issued handbooks and any policy or benefit statements or memoranda that are inconsistent with the policies described here.

Although employees should refer to this Handbook for any questions regarding employment, it is not possible to anticipate every situation or question that might arise. Additionally, circumstances will require that the policies, rules, and benefits described in this Handbook change from time to time. Accordingly, the Company reserves the right to revise, modify, supplement, or rescind any provisions of this Handbook, other than the employment-at-will provisions, as it sees necessary or appropriate in its discretion. The Company will attempt to keep employees advised of any changes made to this Handbook. No employee, officer, or director of the Company has authority to make oral modifications to this Handbook.

This Handbook is not an employee’s only source of information on employment-related issues. Although this Handbook is the best place to start looking for answers to employment-related questions, employees may have questions that the Handbook does not answer. In those situations, employees should contact Human Resources.

This Handbook is provided to employees for informational purposes, and is not a contract of employment for any particular period of time. As explained in the Handbook, unless an employee has a written employment contract with the Company, all employment with the Company is “at will,” meaning that either the Company or the employee may terminate the employment relationship at any time, with or without cause, and with or without notice. In addition, employees may be demoted, their job duties changed, or their benefits altered at any time, with or without cause, and with or without notice.

The Company requires all employees to understand and comply with the policies and rules in this Handbook. Please return the Confirmation of Receipt at the end of the Handbook to Human Resources. If you have any difficulty reading or understanding this Handbook, please contact Human Resources for assistance. If you fail to request assistance from Human Resources, the Company will assume that you fully understand this Handbook.

## **At-Will Employment Status**

Imagine personnel are employed on an at-will basis. Employment at-will means that the employment relationship may be terminated, with or without cause and with or without advance notice at any time by the employee or the Company. Nothing in this handbook shall limit the right to terminate at-will employment. No manager, supervisor, or employee of the Company has any authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment on other than at-will terms. Only the Executive Director of Imagine has the authority to make any such agreement, which is binding only if it is in writing and signed by the Executive Director and the employee.

## **Diversity and Inclusion**

The Company is committed to fostering, cultivating and preserving a culture of diversity and inclusion, in keeping with our mission and core values.

Our personnel are the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and Company's achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Company's diversity initiatives are applicable, but not limited, to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of diversity and equity that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

All Company employees have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other company-sponsored and participative events.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action.

Employees who believe they have been subjected to any kind of discrimination that conflicts with Company policy should seek assistance from a supervisor or the Human Resources Coordinator.

Our mission and core values promote an inclusive community for people with developmental disabilities and this commitment extends to the people who work here.

Imagine is an equal opportunity employer and makes employment decisions on the basis of merit. We want to have the best available persons in every job. The Company will not engage in or tolerate any discrimination in the workplace prohibited by local, state, or federal law. Specifically, no qualified applicant, employee, intern, or volunteer will be discriminated against on the basis of his or her race, color, national origin, ancestry, creed, religion, age, citizenship, veteran status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity (including transgender status), gender expression, marital status or civil partnership/union status, physical or mental disability, medical condition, genetic characteristics, possession of an undocumented drivers' license, or any other basis prohibited by applicable federal, state or local law. The Company also prohibits discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics.

The Company provides working conditions in compliance with the requirements of California law prohibiting discrimination against employees based on their gender identity, gender expression, transgender status, transition status (former or current) and/or any perceived transitioning. For example, employees are permitted to use restroom facilities that correspond to each such employee's gender identity or gender expression. The Company accordingly shall not require any proof of sex or gender of any such employee. Additionally, the Company shall not impose a dress standard on any employee that is inconsistent with the employee's gender identity or expression, in the absence of a bona fide business necessity. The Company shall abide by an employee's request to be identified by a certain name or a certain gender identity, and will only use the employee's legal name or legal gender if it is otherwise required to do so to meet a legally-mandated obligation. The Company shall not inquire of or require documentation on sex, gender, gender identity or gender expression as a condition of employment.

If you believe you have been subjected to or witnessed discrimination, report the behavior to your own or any other Facilitator, the Executive Director, Director of Services or the Human Resources Coordinator as soon as possible. You will be asked to provide details of the alleged behavior, names of individuals involved and names of any witnesses. It would be best to communicate your report in writing, but this is not mandatory. The Company will immediately undertake an effective, thorough and objective investigation of the discrimination allegations.

If the Company determines that discrimination has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for discrimination will be subject to appropriate disciplinary action, up to and including termination. A Company representative will advise all parties concerned of the results of the investigation.

Retaliation is strictly prohibited and no action will be taken against any employee who in good faith reports discrimination or assists in the investigation of such a complaint. Employees who feel retaliated against for reporting discrimination or participating in the investigation of a discrimination complaint should report the retaliation to their supervisor or Human Resources immediately.

## **Disability Accommodation**

In keeping with the Company's mission, values and our equal employment opportunity policy, the Company will provide reasonable accommodations for the known disabilities of applicants or employees, where such accommodations will enable the individual to perform the essential functions of his or her position, unless undue hardship would result. Any applicant or employee who believes they may need reasonable accommodation should notify his or her supervisor and Human Resources. Although the need for accommodations is determined on a case-by-case basis, generally the Company and the employee or applicant will engage in an interactive process with the employee's healthcare provider(s) to confirm the existence of the condition, its limitations in the workplace, and

possible reasonable accommodations, if any. The employee has an obligation to cooperate with the Company in this process, which may include authorizing the Company to communicate with his or her health care providers.

## **Religious Accommodation**

In keeping with the Company's equal employment opportunity policy, the Company will provide a reasonable accommodation of an applicant's or employee's sincerely held religious belief if the accommodation would resolve a conflict between the individual's religious beliefs or practices and a work requirement, unless doing so would create an undue hardship for the Company. Any applicant or employee who believes they may need reasonable accommodation should notify his or her supervisor and Human Resources.

## **Anti-Harassment Policy**

The Company is committed to providing a work environment free of verbal, physical, and visual forms of harassment so that everyone can work in a productive, respectful, and professional environment. Harassment in employment that is based on race, color, national origin, ancestry, creed, religion, age, citizenship, veteran status, sex (including pregnancy, childbirth, breastfeeding, or related medical conditions), sexual orientation, gender, gender identity (including transgender status), gender expression, marital status or civil partnership/union status, physical or mental disability (actual or perceived), medical condition, genetic characteristics, possession of an undocumented drivers' license, or any other basis prohibited by applicable federal, state or local law is strictly prohibited.

The Company's anti-harassment policy applies to all persons in the workplace—managers, co-workers, or non-employees (including clients, vendors, independent contractors, and any other persons who conduct business with the Company). It also prohibits harassment based on the perception that anyone has any of the protected characteristics described above, or is associated with a person who has or is perceived as having any of those characteristics.

Prohibited harassment includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, derogatory jokes or comments, slurs or unwanted sexual advances, invitations or comments;
- Visual displays such as derogatory and/or sexually-oriented posters, photography, cartoons, drawings or gestures;
- Physical conduct including assault, unwanted touching, intentionally blocking normal movement or interfering with work because of sex, race or any other protected basis;
- Threats and demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors;
- Retaliation for reporting or threatening to report harassment;-and
- Communication via electronic media of any type that includes any conduct that is prohibited by state and/or federal law, or by company policy.

Each employee is responsible for supporting and adhering to this policy. Employees should never tolerate inappropriate behavior. If you believe that you have been harassed or have witnessed harassment, report the behavior to your own or any other Facilitator, the Executive Director, Director of Services or the Human Resources Coordinator as soon as possible after the incident. You will be asked to provide details of the incident or incidents, names of individuals involved and names of any witnesses. It would be best to communicate your complaint in writing, but this is not mandatory. The Company will immediately undertake an effective, thorough and objective investigation of the harassment allegations.

Complaints of harassment will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that allegations of harassment are shared only with those who need to know so that the Company can conduct an effective investigation. To the extent possible, the confidentiality and privacy of employees will be respected during the investigation, with efforts made to avoid any unwarranted publicity or invasions of privacy. However, remedying instances of prohibited conduct generally requires an investigation through which some details of any allegations made may become known to others.

If the Company determines that prohibited harassment has occurred, effective remedial action will be taken in accordance with the circumstances involved. Any employee determined by the Company to be responsible for unlawful harassment will be subject to appropriate disciplinary action, up to, and including termination. A Company representative will advise all parties concerned of the results of the investigation.

Retaliation is strictly prohibited and no action will be taken against any employee who in good faith reports harassment or assists in the investigation of such a complaint. Employees who feel retaliated against for reporting harassment or participating in the investigation of a harassment complaint should report the retaliation to their supervisor or Human Resources immediately.

The Company encourages all employees to report any incidents of harassment forbidden by this policy **immediately** so that complaints can be quickly and fairly resolved. You also should be aware that the Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. If you think you have been harassed or that you have been retaliated against for resisting or complaining, you may file a complaint with the appropriate agency. Employees may contact the DFEH at 1-800-884-1684 or [www.dfeh.ca.gov](http://www.dfeh.ca.gov) and may contact the EEOC at 1-800-669-4000 or [www.eeoc.gov](http://www.eeoc.gov). The nearest office of the EEOC or DFEH may be found online or in the local telephone directory.

## **Reporting Responsibilities**

All Imagine employees are mandated reporters of abuse, as detailed in the Abuse Reporting policy, which you will receive in new employee orientation.

In addition to suspected abuse of a person being served by Imagine, employees must immediately report to their supervisor any issue which impacts the health, welfare, safety, or well-being of any person receiving services. This includes, but is not limited to, reporting all signs or symptoms of illness or injury.



# Hiring and Employee Classifications

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## New Hires

The first 30 days of continuous employment at the Company is considered an introductory period. During this time, you will learn your responsibilities and get acquainted with fellow employees and with the Company.

Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time. Your status as an at-will employee does not change—the employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

After completion of the trial period, eligible employees will receive the benefits described in this Handbook, if eligible, as of the first day of the month following the eligibility date.

During the orientation period, the employee will not be eligible to participate in any of the Company's benefits, including group medical, except as may be required by applicable law.

## Job Duties

During the introductory period, your supervisor will explain your job responsibilities and the performance standards expected of you. Be aware that your job responsibilities may change at any time during your employment. From time to time, you may be asked to work on special projects, or to assist with other work necessary or important to the operation of your department or the Company. Your cooperation and assistance in performing such additional work is expected.

The Company reserves the right, at any time, with or without notice, to alter or change job responsibilities, reassign or transfer job positions, or assign additional job responsibilities.

## Regular Employees

Regular employees are those who are hired to work on a regular schedule. Regular employees may be classified as full-time or part-time.

## Full-Time Employees

Full-time employees are those who are regularly scheduled for and do work 30 hours or more per week. Following the completion of the introductory period, regular full-time employees are eligible for employee benefits described in this Handbook.

## Part-Time Employees

Part-time employees are those who are regularly scheduled for fewer than 30 hours per week and are eligible for paid sick leave as described in this Handbook.

## **Temporary Employees**

Temporary employees are those employed for short-term assignments. Short-term assignments generally are periods of three months or fewer; however, such assignments may be extended. Temporary employees are not eligible for employee benefits, except as mandated by applicable law.

## **Inactive Status**

Employees who are on any type of leave of absence, work-related or non-work-related, that exceeds any protected state or federal leave of absence will be placed on inactive status.

## **Health Benefits Extension**

Unless health benefits extension is covered by state or federal law, benefits will terminate according to our insurance carrier's policy. Contact the Human Resources Coordinator for more information.

# Time Off

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## Paid Sick Leave

**Eligibility** – The Company provides paid sick leave benefits to all employees (including full-time, part-time and temporary employees) who have worked for the Company in California for at least 30 days within a year (referred to as “Covered Employees”).

**Policy** – The Company provides 24 hours of sick leave at the beginning of every eligible employee’s policy year (based on hire date or anniversary date). These hours may be used for any of the permissible uses outlined below. Unused sick leave does not carry over into the next policy year.

**Usage** – New hires may use their sick leave beginning on their 90th day of employment. Covered Employees who have already worked for the company for 90 days or more may use their sick leave any time throughout their policy year as long as they have paid sick leave time available for one of the stated purposes below.

**Permissible Uses** – Covered Employees may use their sick leave benefits to take paid time off due to their own illness or injury or preventive care. Generally, employees use such leave in a minimum increment of 2 hours. If an employee has used all of their sick time, accrued vacation time may be used, if applicable.

Covered Employees may use their lump-sum sick leave to attend to the diagnosis, care, or treatment of an existing health condition or preventive care for illnesses of their child, parent, spouse, registered domestic partner, grandparents, grandchildren, or siblings. For purposes of this policy, the term “child” means a biological, foster or adopted child, a stepchild, a legal ward, or a child to whom the employee stands in loco parentis. The term “parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian of the employee or the employee’s spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child. The term “spouse” means a legal spouse, as defined by state law.

Covered Employees who are victims of domestic violence, stalking, or sexual assault may also use their accrued sick leave to take paid time off to seek related aid, treatment, or assistance.

**Request for Leave** – Any employee who foresees the need to use sick leave and miss work must provide reasonable advance written or verbal notice to the Company, so that alternative arrangements can be made. If the need for sick leave is unforeseeable, the employee must notify the Company as soon as practicable. An employee’s failure to contact the Company may result in discipline, up to and including termination. Fraudulent use of sick leave or failure to properly report sick leave may subject the employee to disciplinary action, up to and including termination.

Pay for sick leave will not be counted as hours worked for calculating overtime pay. Unused paid sick leave is not payable at termination of employment.

## Vacation

Regular, full-time employees begin accruing vacation upon hire. Part-time and temporary employees are ineligible for vacation benefits.

All eligible employees begin accruing vacation upon hire at the rate of 1 hour per 19.27 hours worked. Paid time off such as vacation, sick leave, or other are not calculated into vacation accrual. Employees do not earn vacation benefits while they are on an unpaid leave of absence. Accrual ceases once an employee reaches 168 hours. Once an employee has met this cap, they will no longer accrue vacation hours until their balance has either decreased or the employee has completed a vacation payout. All vacation requests must first be pre-approved by a direct supervisor. Vacation hours may be used on any scheduled shift and will be paid at the shift's rate.

Employees become eligible to take vacation at the completion of their first full pay period. Employees must submit vacation requests in writing at least two weeks in advance to their immediate supervisor. When possible, vacation requests are granted, taking into account operating requirements. Length of employment may determine priority in scheduling vacation times.

All eligible employee may request a vacation payout by their direct supervisor. The employee must state how many hours they would like to be paid, these hours will be paid at their regular rate based on home department.

Upon termination, employees will receive their total current balance of unused vacation hours paid out at their regular rate based on the employee's home department.

## Family/Medical Leave of Absence

Eligible employees may have a right to take unpaid family and medical leaves of absence ("FMLA") and unpaid leave under the California Family Rights Act ("CFRA") for up to 12 weeks.

**Eligibility** – In order to qualify for such leave, an employee must:

- 1) have been employed for at least 12 months;
- 2) worked at least 1,250 hours during the 12-month period immediately preceding the leave; and
- 3) work within a 75-mile radius of 50 or more employees of the Company.

If you are not eligible for FMLA and/or CFRA leave, you may still be eligible for other leaves that provide time off for the same or similar purposes.

**Permissible Uses** – An eligible employee may request FMLA and/or CFRA leave up to 12 weeks for any of the following purposes:

- 1) the birth of the employee's child;
- 2) the placement of a child with the employee in connection with an adoption or foster care;
- 3) to care for a child, parent, spouse, or domestic partner who has a serious health condition;
- 4) the employee's own serious health condition, which prevents him or her from performing one or more of the essential functions of his or her position; or
- 5) a qualifying exigency arises out of a child's, spouse's, or parent's active duty or notification of an impending call or order to active duty status in support of a contingency operation.

An eligible employee may request FMLA and/or CFRA leave up to 26 weeks if they are the spouse, child, parent, or next of kin of a covered service member who is recovering from a serious illness or injury sustained in the line of duty on active duty, and the employee will be providing care for the service member.

**Length of Leave** – If an employee qualifies under these requirements, they may request up to 12 weeks of FMLA and/or CFRA leave in a 12-month period, or up to 26 weeks of such leave to care for a covered service member. The 12-month period used under this FMLA and/or CFRA leave policy to measure the 12-week limitation is the rolling 12-month period measured backward from the date an employee uses any leave.

All time off that qualifies under the leave definitions of the FMLA or CFRA shall be designated as FMLA and/or CFRA leave, as appropriate, and shall count against the 12-week and 26-week limits explained in this policy, if and to the extent permitted by state and federal laws. Leave granted under the FMLA runs concurrently with CFRA leave, except for certain military-related leaves and leaves related to pregnancy disability. Leaves related to pregnancy disability are not covered under CFRA. Thus, women disabled by pregnancy and/or childbirth may take California Pregnancy Disability Leave for the time they are actually disabled by pregnancy and/or childbirth (discussed below), in addition to CFRA leave for baby bonding, for a maximum of 12 weeks of CFRA leave plus up to 4 months of California Pregnancy Disability Leave (limited to the time of actual disability).

**Request for Leave** – An employee must submit a written request for a FMLA and/or CFRA leave. This written request should describe the reason for the requested leave (but not the actual diagnosis), the start date of the leave, and the anticipated duration of the leave.

If the leave is requested as the result of an employee's non-work-related injury or illness, the employee must also furnish a health care provider's written certification stating the beginning date, and length of such leave, and who the leave is for. If the leave is requested as a result of a qualifying exigency related to military service, the employee must also furnish a certification of the necessity. If the leave is requested as a result of the need to care for a service member, the employee must also furnish a written certification from the service member's health care provider.

This written request for leave must be submitted to the Company's Human Resources Coordinator for approval at least 30 days before the leave is needed or, if the need for leave is not known at least 30 days in advance, it must be submitted as soon as the need for such a leave is known. Failure to provide satisfactory certification may lead to denial or delay of the leave.

**Use of Vacation and Sick Leave** - Employees must use any accrued but unused vacation during the granted period of FMLA and/or CFRA leave. Employees must use any accrued but unused sick leave benefits for FMLA and/or CFRA leave if the leave is for their own health condition. Employees are not required to use any accrued but unused

sick leave benefits for FMLA and/or CFRA leave if the leave is for a family member's health condition and/or for baby bonding.

An employee receiving any form of disability payments (such as State Disability Insurance, workers' compensation, Paid Family Leave, etc.) is not on "unpaid leave" and, therefore, is permitted but not required to use any accrued but unused vacation or paid sick leave during such time.

The portion of the FMLA and/or CFRA leave after sick and/or vacation have been utilized is without pay. However, for purposes of calculating the 12-week or 26-week limits, any paid and unpaid portions of the FMLA and/or CFRA leave are added together, whether or not they are taken consecutively.

**Extension of Leave** – Requests to extend FMLA and/or CFRA leave must be made in writing and accompanied by an explanation of the need for an extension period from the employee's health care provider.

**Compensation** - FMLA and/or CFRA leaves of absence are without pay from the Company.

**Benefits** – Health insurance benefits for which the employee is otherwise eligible will be continued during the FMLA and/or CFRA leave for up to 12 weeks only if the employee pays his or her share of the premiums for such coverage, if applicable. The cost of any dependents covered by the employee will also be the employee's sole responsibility. The employee should contact the Company's Human Resources Coordinator and make the appropriate arrangements for such costs prior to the FMLA and/or CFRA leave.

**Return from Leave** – If the FMLA and/or CFRA leave is requested as the result of an employee's non-work-related injury or illness, the employee returning from leave must furnish a health care provider's written certification of his or her fitness to perform the essential functions of his or her job, with or without reasonable accommodation. An employee who fails to return to work immediately after his or her leave ends will be deemed to have voluntarily resigned.

**Reinstatement** – Upon return from a FMLA and/or CFRA leave, the employee will be reinstated to the same or similar position held prior to the leave of absence, provided that the total leave period did not exceed 12 weeks, or 26 weeks if to care for a covered service member.

**Intermittent Leave** – Employees may take Family and Medical Leave Act/California Family Rights Act leave intermittently (in blocks of time, or by reducing their normal weekly or daily work schedule) if the leave is for the serious health condition of the employee's child, parent, or spouse, or of the employee, and the reduced leave schedule is medically necessary as determined by the health care provider of the person with the serious health condition. The smallest increment of time that can be used for such leave is two hours.

## **Personal Leave of Absence**

A personal leave of absence without pay may be granted at the discretion of Imagine. Requests for personal leave should be limited to unusual circumstances requiring an absence of longer than two weeks. Approved personal absences of shorter duration are not normally treated as leaves, but rather as excused absences without pay.

## **Concurrent Personal and Family/Medical Leave of Absence**

Any leave taken under this provision that qualifies as leave under the Family and Medical Leave Act and/or California Family Rights Act will be counted as Family/Medical Leave and charged to your entitlement of 12 weeks of Family/Medical Leave in a 12-month period.

## Pregnancy Disability Leave of Absence and Transfer Privileges

An employee shall be granted a leave of absence up to four (4) months due to disability arising from pregnancy, childbirth, or a related medical condition. A pregnant employee may also be entitled to temporarily transfer to a less strenuous or hazardous position or to less strenuous or hazardous duties if the transfer is medically necessary and can be reasonably accommodated. Employees should contact the Company's Human Resources Coordinator for more details.

**Request for Leave** – A written request for pregnancy disability leave must be submitted to the Company's Human Resources Coordinator at least 30 days before the leave is needed or, if the date for the leave is not known at least 30 days in advance, it must be submitted as soon as the need for such a leave is known. Failure to provide satisfactory certification may lead to denial or delay of the leave.

The employee must also provide a health care provider's written certification stating the expected beginning date and length of such leave or transfer, and that the leave is required as the result of a disability arising from pregnancy, childbirth, or a related medical condition. Failure to provide satisfactory certification may lead to denial or delay of the leave or transfer.

**Use of Vacation and Sick Leave** - Employees must use any accrued but unused sick leave benefits and may use any accrued vacation time during pregnancy leave. However, an employee receiving any form of disability payments (such as State Disability Insurance, workers' compensation, Paid Family Leave, etc.) is not on "unpaid leave" and, therefore, is permitted, but not required to use any accrued but unused vacation or paid sick leave during such time.

**Compensation** – Pregnancy Disability Leave is without pay from the Company.

**Benefits** – Health insurance benefits for which the employee is otherwise eligible will be continued during the pregnancy leave for up to four (4) months only if the employee pays their share of the premiums for such coverage, if applicable. The employee should contact the Company's Human Resources Coordinator and make the appropriate arrangements for such costs prior to the PDL leave.

**Return from Leave** – Upon return from a Pregnancy Disability Leave, the Company will reinstate the employee to the same or similar position held prior to the leave.

## Disability Accommodation Leave

If an employee is a qualified person with a known disability who is able to perform the essential functions of his or her job, with or without reasonable accommodation, and they require a leave of absence as an accommodation for his or her disability, they may be eligible for a reasonable period of Disability Accommodation Leave.

**Request for Leave** – An employee must submit a request for Disability Accommodation Leave and, in addition, furnish a health care provider's written certification, stating the necessity of the Disability Accommodation Leave, and the expected beginning date and length of the Disability Accommodation Leave. To the extent possible, such requests should be in writing. The Company will meet with the employee to discuss the leave and other possible alternatives to accommodate his or her disability, and offer him or her reasonable accommodation, if available.

**Use of Vacation and Sick Leave** - Employees must use any accrued but unused sick leave or vacation during the granted period of Disability Accommodation Leave. The portion of the Disability Accommodation Leave after sick leave and/or vacation have been utilized is without pay. However, an employee receiving any form of disability

payments (such as SDI) is not on “unpaid leave” and, therefore, is *permitted but not required* to use paid sick leave or vacation during such time.

**Compensation** – Disability Accommodation Leave is without pay.

**Benefits** – See Benefits While on Leave of Absence section below.

**Return from Leave** – Upon return from a Disability Accommodation Leave, the Company will reinstate the employee to the same or similar position held prior to the leave.

## **Military Leave**

A military leave of absence without pay will be granted to any employee who enlists, is drafted, or is recalled to active service in the armed forces of the United States. Employees need to bring their official military service orders to the Company’s Human Resources Coordinator for review prior to commencement of the leave. After duty is completed, the veteran will be re-employed in a position equivalent to their former position, or to a position the veteran would have attained had the veteran not entered the service but remained on the job. Company paid benefits will cease on the last day worked before entering the service, but the employee may elect to continue his or her health-plan benefits, at his or her own expense, for up to eighteen (18) months.

An employee who is a reservist or national guardsman will be granted time off to participate in summer encampments or emergencies. Employees will be paid their base salary, less military pay, for the entire period of a “temporary” military leave. The term “temporary” refers to the normal two-week summer “encampment” that members of military reserves attend. Reserve activities longer than two weeks will be unpaid, unless the employee elects to use his or her accrued vacation.

## **Jury and Witness Duty**

The Company encourages employees to serve on jury or witness duty when called. You must notify your supervisor of the need for time off for jury or witness duty as soon as you receive a notice or summons from the court or a subpoena. Non-exempt employees who have completed their introductory periods will receive full pay while serving up to five days of jury duty. Exempt employees will receive full salary. You may be requested to provide written verification from the court clerk of performance of jury service. If work time remains after any day of jury selection or jury duty, you will be expected to return to work for the remainder of your work schedule.

## **Time Off for Voting**

Employees are encouraged to exercise the right to vote. If an employee cannot do so due to his or her work schedule, an employee may take up to two hours off work with pay to vote if such time is requested two days before the election and is authorized by a supervisor. In most situations, the employee should take such time off at the beginning or end of the work day, whichever will cause less missed work time.

## **Time Off For Victims of Domestic Violence and Sexual Assault**

The Company recognizes and values the importance of a healthy and safe home environment for all of its employees and their families. Employees who have suffered domestic violence, sexual assault, and/or stalking may take leave off from work in the following circumstances:

1. To seek medical attention for injuries caused by domestic violence, sexual assault, or stalking;



2. To obtain services from a domestic violence shelter, program, or rape crisis center as a result of domestic violence, sexual assault, or stalking;
3. To obtain psychological counseling related to an experience of domestic violence, sexual assault, or stalking;
4. To participate in safety planning and other actions to increase safety from future domestic violence, sexual assault, or stalking (including relocation); and
5. To take time off work to obtain legal relief (including an injunction or temporary restraining order) to ensure the health, safety, or welfare of the employee and/or his/her child.

Employees taking leave may use accrued paid sick leave and/or vacation; otherwise the leave is unpaid.

Employees must provide written notice as soon as practicable for the need for such leave. If an unscheduled or emergency court appearance is required for the health, safety, or welfare of the victim or the victim's child, the employee should notify his or her supervisor at the earliest possible opportunity.

If an employee takes leave to appear in court to protect a victim of domestic violence, sexual assault, and/or stalking without giving notice, the employee must provide the Company with proof that the employee appeared in court.

Employees who have suffered domestic violence, sexual assault, and/or stalking and require reasonable accommodations to ensure their safety while at work should contact the Company's Human Resources Coordinator.

## **Time Off For Crime Victims and Family Members of Crime Victims**

An employee who is a victim of certain crimes, including a serious or violent felony, sexual assault, or a felony involving theft or embezzlement, or whose spouse, registered domestic partner, child, registered domestic partner's child, stepchild, sibling, step sibling, parent, stepparent, or guardian is a victim of such a crime, may take time off to attend judicial proceedings related to the crime.

An employee who requires time off under this policy should notify the Company's Human Resources Coordinator and provide a copy of the notice of the proceeding as soon as possible so that arrangements to accommodate the absence may be made. If advance notice is not possible, employees must provide appropriate written certification of the reason for the absence upon return to work.

The Company will make reasonable efforts to maintain the confidentiality of any employee requesting time off under this policy.

Employees taking leave may use accrued paid sick leave and/or vacation; otherwise the leave is unpaid.

## **Bereavement Leave**

The Company grants time off to employees in the event of the death of the employee's current spouse, registered domestic partner, child, parent, legal guardian, brother, sister, grandparent, or grandchild; or mother-, father-, sister-, brother-, son-, or daughter-in-law. An employee with such a death in the family may take up to three (3) consecutive scheduled workdays off with pay with the approval of the Company. The employee's supervisor may approve additional unpaid time off.

Requests for bereavement leave should be made to your immediate supervisor as soon as possible. The Company reserves the right to request written verification of an employee's familial relationship to the deceased and his or

her attendance at the funeral service as a condition of the bereavement pay.

## **School Activities**

An employee who is a parent, guardian, stepparent, foster parent, grandparent, or person who stands in loco parentis, having custody of a child may take up to forty (40) hours per year of leave to find, enroll, or reenroll his or her child in a school (K-12) or licensed child care provider, to participate in activities at the child's school (K-12) or licensed child care provider (including a licensed day care facility), or to address an emergency of the child care provider or school.

Emergency of the child care provider or school means that the child cannot remain in school or with the child care provider because the school or child provider has requested that the child be picked up or has an attendance policy that prohibits the child from attending or requires the child to be picked up, because of behavioral/discipline problems; because of closure or unexpected unavailability of the school or child care provider, or because of natural disaster.

Other than leave to address an emergency of the child care provider or school, leave under this policy may not exceed eight (8) hours of leave in any calendar month. If both parents work for the Company and request leave to attend the same planned event, the Company reserves the right, in its sole discretion, to approve leave for the first-requesting parent only.

Employees must provide reasonable notice for time off under this policy to the Company's Human Resources Coordinator. Generally speaking, reasonable notice means notice at least one (1) week in advance of the desired leave. Employees may be required to present verification of attendance at the school activity.

Employees will be required to use any available accrued vacation to cover this leave; if an employee does not have sufficient vacation accrued to cover the absence, time off will be unpaid.

## **Leave for School Meetings Concerning Suspension**

An employee who is the parent or guardian of a child may take time off to attend a meeting at the child's school concerning the suspension. Employees must give reasonable advance notice to the Company's Human Resources Coordinator of the need for time off.

## **Other Leaves Under Applicable Law**

The Company will grant requests for leave required under any other applicable local, state, or federal law. Time off under this policy will ordinarily be unpaid except where the law requires that it be compensated. Employees should contact the Company's Human Resources Coordinator for details.

# Benefits

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## Medical Insurance

The Company provides a comprehensive medical insurance plan for eligible (full time) employees. Employees have the option of adding their dependents at their own expense. An employee becomes eligible on the first day of the month following 30 days of full time employment. Imagine currently pays 100% of the premium for employees only. In the event of an increase in medical insurance premium rates, all employees may be required to contribute to the cost of increased premiums to retain coverage. Details about medical insurance coverage are available in a separate publication distributed by the Human Resources Coordinator.

## Disability Insurance

Each employee contributes through payroll tax to California's state disability insurance programs. Disability insurance is mandated by the California Unemployment Insurance Code and administered by the Employment Development Department. Disability insurance is payable when you cannot work because of illness or injury not caused by employment at the Company. An additional tax funds the state's Paid Family Leave program, and provides partial wage replacement for absences related to care of a family member, or bonding with a new child. Specific rules and regulations governing disability are available from the Administrative Coordinator.

## Unemployment Compensation

The Company partners with 501c Agencies Trust to provide unemployment insurance for its employees.

## Social Security

Social Security is an important part of every employee's retirement benefit. Imagine pays a matching contribution to each employee's Social Security taxes.

## Workers' Compensation

The Company furnishes workers' compensation insurance coverage at its expense. Workers' compensation insurance is intended to provide medical care and pay for lost time resulting from injuries on the job and those illnesses caused by your work. If you are injured on the job, report the injury, no matter how minor, to your supervisor immediately. Failure to timely report an injury may jeopardize your rights to certain benefits.

Workers' compensation insurance coverage is not available to you for injuries that occur during your voluntary participation in any off-duty recreational, social or athletic activity that is not part of your work-related duties, even if sponsored by the Company.

To ensure you quality care in case of work related injury or illness, the Company will direct you to an appropriate health care provider during the first thirty (30) days of any such injury or illness. If you wish to be treated by your own health care provider instead, you must notify the Company in writing before any injury or illness occurs.

Employees who require time off due to work-related injuries may use available paid sick leave and/or vacation.

All employees should remember that workers' compensation fraud is a felony in California, punishable by up to five (5) years in state prison and a fine of up to \$50,000.00. When an employee makes a workers' compensation claim knowing that the injury or illness is not work related, it is a felony. When an employee allows a doctor, therapist, or attorney to use the claim to make money by exaggerating the need for treatment or other benefits, it is also a felony. Workers' compensation fraud costs companies thousands of dollars a year – money that could otherwise benefit hard-working employees. The Company will take all actions necessary to prosecute cases of workers' compensation fraud.

The Company does not retaliate against employees who file good faith claims for workers' compensation benefits.

## **Benefits While on Leave of Absence**

Vacation days, holidays and sick leave do not accrue during any unpaid period of a leave of absence.

Except as required by applicable law and in accordance with this policy, the Company will not continue to pay the health insurance premium for an employee on an unpaid leave of absence in excess of 30 days, with the following exceptions:

- For employees taking FMLA and/or CFRA leave, the Company will continue to pay its portion of health coverage premiums for the duration of the leave, to a maximum of 12 weeks. The employee must also pay his or her share of the premiums for such coverage, if applicable. The cost of any dependents covered by the employee will also be the employee's sole responsibility.
- For employees taking Pregnancy Disability Leave, the Company will continue to pay its portion of health coverage premiums for the duration of the pregnancy disability, to a maximum of 4 months, in addition to paying its portion of the premium during FMLA and CFRA leave. The employee must also pay his or her share of the premiums for such coverage, if applicable.
- For employees taking workers' compensation-related medical leaves, in addition to any CFRA or FMLA leave taken, the Company will continue to pay its portion of health coverage premiums for the duration of the workers' compensation leave, to a maximum of 4 months, in addition to paying its portion of the premium during FMLA and CFRA leave. The employee must also pay his or her share of the premiums for such coverage, if applicable.

If an employee desires to continue his or her group coverage, they must make arrangements to pay his or her individual premium each month, if applicable. Such arrangements should be taken care of before beginning the unpaid leave of absence, but in no case later than 30 days after the end of the month in which the leave began. Employees who fail to timely pay their portion of the premiums will be discontinued from group coverage plans and may be offered continued coverage through COBRA, if available, at the employee's expense.

Employees whose leaves are extended by the Company for a period longer than set forth above for FMLA, CFRA, Pregnancy Disability Leave, or workers' compensation leave will be offered continuation coverage through COBRA, if available.

Employees returning to work from a leave during which they were on COBRA immediately preceding return to work may return to the Company's group insurance plans without interruption, on the first of the month following the return to work.

# Management

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## Open Door

Suggestions for improving the Company are always welcome. At some time, you may have a complaint, suggestion, or question about your job, your working conditions, or the treatment you are receiving. Your good-faith complaints, questions, and suggestions also are of concern to the Company. We ask you to first discuss your concerns with your supervisor, following these steps:

- While a direct supervisor may often be the best person to resolve a problem or act on a suggestion, what is most important is that your concern or idea is heard and considered. For this reason, any employee may choose to initiate their concern to address their feedback directly to the Human Resources officer, The Director of Services or the Executive Director.
- Concerns will be handled with sensitivity, discretion and confidentiality to the extent allowed by the circumstances and the law. Generally, this means that allegations of harassment are shared only with those who need to know so that the Company can respond constructively. To the extent possible, the confidentiality and privacy of employees will be respected during the investigation, with efforts made to avoid any unwarranted publicity or invasions of privacy. However, remedying instances of prohibited conduct generally requires an investigation through which some details of any allegations made may become known to others.
- Any resolution is likely to return via the traditional chain of command.
- If facilitators or other managers fail to resolve a problem in a reasonable period of time, employees are requested to bring their concern to the Human Resources officer, Director of Services and/or the Executive Director.

This procedure, which we believe is important for both you and the Company, cannot guarantee that every problem will be resolved to your satisfaction. However, the Company values your observations and you should feel free to raise issues of concern, in good faith, without the fear of retaliation.

## Performance Evaluations

Each employee may receive periodic performance reviews conducted by his or her supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance concerns.

Your performance evaluations may review factors such as the quality and quantity of the work you perform, your knowledge of the job, your initiative, your work attitude, and your attitude toward others. The performance evaluations are intended to make you aware of your progress, areas for improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the Company and depend upon many factors in addition to performance. After the review, you will be required to sign the evaluation report simply to acknowledge that it has been presented to you, that you have discussed it with your supervisor, and that you are aware of its contents.

## **Personnel Records**

### **Disclosure of Personnel Information**

Personnel records, including medical information about an employee, are confidential. Access generally will be limited only to those who need to know the information, although employees are free to discuss their wages, benefits, and working conditions as they choose. Under some circumstances, the Company may be required to provide personnel records under federal or state law, or in response to a court order.

When a current employee needs the Company to verify employment (such as for a loan approval), the Employee should advise the Human Resources Coordinator of the need at the earliest opportunity so that the Company can verify the authorization to release employment information.

### **Review of Personnel Records**

You or your representative has the right as a current or former employee to review and obtain copies of your personnel records in accordance with applicable state law. The review must take place during regular business hours and must be requested at least three days in advance. The review must take place in the presence of a Company representative at a mutually-convenient time. You may add comments to any disputed item in the file, but nothing can be removed from personnel files.

### **Personal Information**

Employees are requested to notify Human Resources of any changes to personal information, such as addresses, telephone numbers, and number of dependents, change in marital status, or other personal information. This will help ensure that the Company's personnel records are accurate and up-to-date, and enable the Company to communicate with employees as needed.

## **Telecommuting**

Telecommuting provides employees with an opportunity to work from an alternative work environment instead of in the primary location of the Company. Telecommuting must be pre-approved by an employee's supervisor.

The Company retains the right in its sole discretion to designate positions that are appropriate for telecommuting and approve employees for telecommuting. Telecommuting does not change the conditions of employment or required compliance with all Company policies and procedures. Telecommuting is a privilege and may not be appropriate for all employees.

### **Telecommuting Safety**

Telecommuting employees are solely responsible for ensuring the safety of their alternative work environment. However, because the Company is legally obligated to provide its employees with a workplace that is free from hazards that might cause serious harm or injury, the Company reserves the right to periodically inspect a telecommuting employee's home work space. Any such inspection will be preceded by advance notice and an appointment will be scheduled. Telecommuting employees are protected by the Company's workers' compensation insurance. As such, telecommuting employees are required to immediately report any injuries that occur while working.

Telecommuting employees shall be liable for any injuries that occur to third parties at or around the employee's alternative work environment.

### **Attendance at Meetings**

Telecommuting employees are expected to attend all required meetings.

### **Costs Associated with Telecommuting**

The Company shall not incur additional costs due to telecommuting. All other expenses are the responsibility of the Telecommuter.

## **Workplace Privacy**

Employees may not use any audio or video recording devices in the workplace, except due to a legitimate business need. Making, transmitting or sharing recordings of clients or coworkers without their informed consent is prohibited.

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# Employee Responsibilities

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## Company Property

All items in the home of the person you serve and the Company's administrative office are Company property or the property of the individual being served and must be maintained according to Company rules and regulations. They must be kept clean and are to be used only for work-related purposes. The Company reserves the right to inspect all Company property to ensure compliance with its rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.

The Company's consumers' homes and property are to be treated with the utmost care at all times. Employees must behave in a manner that promotes positive relations with landlords, neighbors and other people in the life of the person being served.

Company voicemail and/or electronic mail (e-mail) are to be used for business purposes only. Imagine reserves the right to monitor voicemail messages and e-mail messages to ensure compliance with this rule, without notice to the employee and at any time, not necessarily in the employee's presence.

The Company may periodically need to assign and/or change "passwords" and personal codes for any devices that require a password. These communication technologies and related storage media and databases are to be used only for Company business and they remain Company property. Imagine reserves the right to keep a record of all passwords and codes used and/or may be able to override any such password system.

Prior authorization must be obtained before any Company property may be removed from the premises.

For security reasons, employees should not leave personal belongings of value in the workplace. Personal items are subject to inspection and search, with or without notice, with or without the employee's prior consent.

Terminated employees should remove any personal items at the time they depart from the Company. Personal items left in the workplace are subject to disposal if not claimed at the time of an employee's termination.

## Solicitations

Solicitations by outside third parties are inappropriate in the workplace. Such solicitations are an intrusion on employees and customers and may present a risk to employee safety or to the security of the Company or employee property.

Persons not employed by the Company may not solicit, survey, petition, or distribute literature on the Company premises at any time. This includes persons soliciting for charities, salespersons, questionnaire surveyors, labor union organizers, or any other solicitor or distributor.

The Company realizes that many employees participate in events and organizations outside work. However, during working time, employees may not solicit for these activities or distribute information about them. Employees may not put information on Company bulletin boards. The bulletin boards are reserved for official Company communications.



## **Off-Duty Use of Consumer Homes**

Employees are prohibited from remaining on Company premises or making use of Company facilities while not on duty. Employees are expressly prohibited from using Company facilities, Company property, or Company equipment for personal use.

## **Housekeeping**

All employees are expected to keep their work areas clean and organized. People using common areas such as lunch rooms, kitchens, living rooms and restrooms are expected to keep them sanitary. Please clean up after meals and dispose of trash properly.

## **Guests and Visitors**

Visits from friends and family are to be kept to a minimum, in order to preserve an appropriate work environment. Personal visits must be approved by the individual receiving services and/or their Facilitator. It is extremely important that the impression left with Company visitors is that of a professional organization with the highest standards of conduct.

No employee shall be responsible for the care of a minor or dependent adult at his or her workplace, other than the individual the employee is paid to support during work hours.

### **Cell Phone and Audio Devices**

Employees are expected to devote their full time, attention, and energy at work to their job responsibilities and duties, and to maintaining the Company's professional work environment.

Personal cell phones and other audio devices should not be used during shift hours typically dedicated to engaging with the client or providing personal care to the client, unless they are being used for business purposes. In the event of down time such as resting time for the client, staff may use their personal devices. The use of such devices represents an obvious distraction that can affect the company's productivity and efficiency, as well as workplace safety. For this reason, we expect employees to use their best judgement when using personal cell phones. If it is found that personal cell phone use is diminishing the quality of care provided to the client, disciplinary action will be taken. No devices should be used where it would be a discourtesy to others, or when inappropriate statements, music, or other noise will be overheard by others. Under no circumstances should cell phones be used while operating a vehicle or any other potentially dangerous equipment.

To the extent that personal electronic devices are used for Company business, employees are required to make their personal electronic devices available to the Company upon request.

## **Company Cell Phones and Cell Phone Expense Reimbursement**

The Company provides certain employees with a cell phone for business use, which may include voice calls, emails, and messaging. Employees are expected to use the Company cell phone for all necessary business usage. Those employees are not required to use their personal cell phones for any business use. Accordingly, Employees will not be reimbursed for expenses accrued from personal cell phone use.

Employees who are provided a Company cell phone may use the phone for personal reasons only in the case of an emergency. Other personal use is prohibited.

Some employees who are not provided a Company cell phone are occasionally expected to use their personal cell phone for all necessary business usage. Accordingly, employees will be reimbursed for all reasonable business expenses incurred from personal cell phone use.

Some employees are in no way expected to use their personal cell phone for any business usage. Any provision of a personal cell phone number to the Company, as a means of contact or otherwise, is entirely optional. Employees who are not required to use their personal cell phones for any business use will not be reimbursed for expenses accrued from personal cell phone use.

Employees should discuss any questions about personal cell phone use and what constitutes a reasonable business expense with Human Resources.

## **Prohibited Use of Cell Phone While Driving**

In the interest of the safety of our employees and other drivers, Company employees are prohibited from using cell phones while driving on Company business and/or Company time. Writing, sending, or reading text-based communication – including text messaging, instant messaging, and e-mail – on a wireless device or cell phone while driving is also prohibited under this policy. Violating this policy is a violation of law and Company rules.

If you need to make or take a business or emergency call while driving, you must first safely park the vehicle in a legal parking area or zone.

## **Social Media**

The Company recognizes that some employees, during non-working hours, may choose to post personal information on the Internet through personal websites, Facebook, Twitter, Instagram, LinkedIn, YouTube, Pinterest, Flickr, blogs, forums, newsgroups, or chat rooms, by uploading content or by making comments on other websites or blogs. For simplicity, this policy refers to these platforms collectively as “social media.” Please remember that as new devices, platforms, apps, and technologies become available, this policy will still apply even though a new device or site is not explicitly referenced in this policy.

The Company acknowledges that employees may be engaging in these forms of personal expression in their personal time and on their personal devices, and not on Company time, devices, or systems. In some cases employees may be using social media as part of their Company duties. This policy is intended to provide guidance for both work-related and personal use of social media.

**Those who use social media should remember some simple guidelines:**

1. **The Internet may be forever.** Everything written or posted online can be traced back to its author one way or another. Information is backed up often and repeatedly, and posts in one forum are usually replicated in others through trackbacks and reposts or references.

2. **Personal posts or messages can influence others' views of you professionally.** Although one may expect that only friends will view whatever is posted, in fact, customers and co-workers can easily see anything posted on the Internet. That information may alter customers' or co-workers' views of the individual or the Company. The Company does not condone, and strongly cautions against, any posts of or links to any material that may be defamatory, discriminatory, harassing, pornographic or indecent on any personal site. Photos posted should always reflect professionalism.
3. **Maintain confidentiality.** Never post or comment on any confidential or proprietary information about the Company as defined in our Confidentiality policies. Follow copyright, fair use, trademark, and financial disclosure laws. For purposes of this guideline, confidential information does not include information related to employees' wages, hours, or working conditions. Keep in mind that the individuals we serve are entitled to privacy and confidentiality including in your personal social media.
4. **You are responsible for what you post.** Anyone who posts online is responsible for what is written or presented online, both in a personal or professional capacity. The Company may elect to discipline its employees for commentary, content, or images, in either personal or work-related postings that are vulgar, obscene, threatening, intimidating, violent, pornographic, unethical, harassing, or that otherwise violate Company policies. Employees will not be disciplined for discussing with co-workers or others issues related to their wages, hours, or working conditions, or for otherwise engaging in concerted action that may be protected by federal or state laws.
5. **Do not use Company resources for personal use of social media.** Employees are expected to adhere to all policies with respect to use of the Company's electronic communication systems. Personal use of social media should not be done during work time or on work systems or devices, including monitoring Facebook or Twitter, or watching YouTube videos for personal entertainment. Limited reasonable personal use of social media during breaks, meal periods, or before/after work is acceptable as long as such activities do not otherwise violate Company policies related to electronic communication systems. When using any social media for personal matters, employees should use their personal email address, device, and system (not the Company's).
6. **Please respect the Company's intellectual property.** When using social media for personal purposes, employees may not misuse Company trademarks, logos, or other images. This prohibition is intended to protect the Company's brand image, but it is not intended, and should not be read to prohibit employees' use of the Company's logo or trademarked images when communicating with co-workers or others about matters related to employees' terms and conditions of employment.
7. **You are an employee, but not the Company spokesperson.** You may identify yourself as an employee of the Company, and you are free to discuss matters related to the Company's business (provided such discussions comply with Company policies and do not disclose confidential, proprietary, or non-public financial information). If you choose to identify yourself as a Company employee, and regardless of the topic of discussion, please state that the views expressed are your own, and do not necessarily reflect the view of the Company.

8. **Social network friends may be separate from your work relationships.** Participation in Facebook, Instagram, Twitter, and similar social media sites as a personal network need not include co-workers or customers. Employees should feel free to say “no” to friend requests from business partners, co-workers, or customers. Employees should understand and use the levels of privacy control available on personal social media accounts.
9. **Questions may be directed to Company leadership** for appropriate use of social media.

## Smoking

Smoking is not allowed in any enclosed area, including the Company’s administrative offices, consumers’ homes, and Company vehicles or private vehicles when other employees or consumers are present. This policy is not to be altered in the event that the consumer receiving the services smokes.

## Conducting Personal Business

Employees are to conduct only Company business while at work. Employees may not conduct personal business or business for another employer during their scheduled working hours.

## Confidentiality

Employees may have access to and learn confidential and proprietary information about the Company and its clients. Employees are expected to keep such information confidential and not disclose such information to any third party without prior written authorization from the employee’s supervisor or Human Resources.

Employees must not read or discuss confidential information unless their job requires it. If necessary, employees should access the least amount of information needed to complete the job tasks. Any discussions that include confidential information must take place in a private setting whenever possible. Under no circumstances should confidential information be shared with friends or relatives. Unauthorized disclosure of confidential information may violate the law and adversely impact the Company’s reputation. **Any employee who violates this policy may be exposed to legal liability and immediate disciplinary action including termination of employment.** However, nothing in this policy precludes employees from discussing the terms and conditions of their employment with other employees or a third party if an employee so chooses. Further, nothing in this section or this Handbook prohibits employees from reporting possible violations of federal law or regulation to any governmental agency or entity, including but not limited to the Department of Justice, the Securities and Exchange Commission, the Congress, and any agency Inspector General, or making other disclosures that are protected under the whistleblower provisions of federal law or regulation. Employees do not need the prior authorization of the Company to make any such reports or disclosures, and employees are not required to notify the Company that they have made such reports or disclosures.

## Dress Code and Other Personal Standards

Employees are expected to wear clothing appropriate for the nature of our business and the type of work performed. Avoid clothing that can create a safety hazard. Supervisors may issue more specific guidelines.

Employees are expected to meet hygiene standards while at work.

## Drug and Alcohol Abuse

Use of alcohol or any drug that is illegal under federal or state law is a serious threat to personal health, workplace safety and job performance. Employees are strictly prohibited from possessing, selling, consuming or being under any influence (defined as having any detectable amount in his/her body) of alcohol or illegal drugs while on the job or in any other manner that may affect the employee's work performance or the Company's interests or reputation. This prohibition also extends to legal drugs for which an employee may not have a valid prescription, or that are not used in a manner consistent with accepted frequency or dosage requirements.

Any employee who is taking a medication that may be legally prescribed under both federal and state law should determine from his or her physician or pharmacist whether the prescription drug could impair his or her ability to perform the job safely and effectively. If the employee's performance may be limited at work by use of a legal drug, they should advise his or her supervisor and Human Resources so that reasonable accommodations can be considered.

Any employee experiencing difficulties with drugs or alcohol is encouraged to contact the Company's Human Resources Coordinator before the drug or alcohol issue affects his/her work performance. Human Resources can provide referrals to helpful resources.

Reasonable Suspicion Testing: The Company may require a blood test, urinalysis, breath alcohol test, and/or other drug or alcohol screening of those employees reasonably suspected of using or being under the influence of drugs or alcohol while on the job. This "reasonable suspicion" may be based on any objective symptoms observable by a lay person, including the employee's appearance, behavior, speech, odor, and/or other factors. Testing may also be required if an employee is found to be in possession of physical evidence, e.g., drugs, alcohol or paraphernalia, possibly connected with the use of an illegal drug or alcohol. Testing may also be required if illegal drugs and/or alcohol are found in the employee's immediate work area. Alcohol and/or drug screening may be required following any work-related accident or any violation of safety precautions or standards, whether or not an injury resulted from such accident or violation, if such an accident or the surrounding circumstances raises a reasonable suspicion that it might have been caused by alcohol or drug use. However, it should be emphasized that possession of illegal drugs or alcohol on Company premises is prohibited whether or not it is determined that the employee has also used such substances.

An employee who tests positive for the use of illegal drugs and/or alcohol in violation of this policy may be subject to discipline, up to and including immediate discharge. An employee's consent to submit to a drug and/or alcohol test as described in this policy is required as a condition of employment, and an employee's refusal to consent may result in immediate discharge, even for a first refusal.

The Company will pay the full cost of any testing that it has requested of an applicant or employee, including the reasonable cost of any transportation to and from the designated testing facility. Tested employees may request access to their test records in writing. The Company will impose disciplinary action, up to and including termination of employment, in the event of any of the following: (1) violation of this policy; (2) a positive test result; (3) refusal or failure to submit to testing when requested to do so;

(4) refusal to cooperate in the testing process; or (5) adulteration of any sample or tampering with any part of the testing process.

Alcohol and drug test results are maintained as employee medical records in an employee's separate medical personnel file. The Company limits access to employee medical personnel files in accordance with applicable law, which generally means that test results are shared only with those who have a need to know the information.

Questions concerning the Company's drug and alcohol policy, including any drug or alcohol testing should be directed to Human Resources.

## **External Communications**

Employees occasionally may be contacted by outside third parties, including the media and attorneys, requesting information about the Company. Employees contacted by an outside third party should immediately refer the outside third party to their supervisor or Human Resources. Employees should not provide any information concerning the Company unless authorized to do so in writing by their supervisor or Human Resources. This does not preclude an employee from discussing his or her personal terms and conditions with outside third parties if the employee so chooses.

## **Off-Duty Conduct**

While the Company does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the Company's legitimate business interests. For this reason, employees are expected to conduct their personal affairs in a manner that does not adversely affect the Company's or their own integrity, reputation or credibility. Off-duty conduct by an employee that adversely affects the Company's legitimate business interests or the employee's ability to perform his or her job will not be tolerated.

## **Secondary Employment**

The Company expects complete commitment from its full-time employees. Accordingly, secondary employment, whether self-employment or otherwise, is discouraged where doing so will create an apparent or actual conflict with a full-time employee's responsibilities to the Company. All employees holding or considering second jobs must notify Human Resources in order to ensure that the job will not create a conflict of interest or interfere with the proper performance of their duties.

Employees holding secondary employment should note that they will be subject to the same performance and attendance standards as all other employees.

## **Prohibited Conduct**

The following conduct is prohibited and will not be tolerated by the Company. This list of prohibited conduct is illustrative only; other types of conduct that threaten security, personal safety, employee welfare and Company operations also may be prohibited.

- Falsifying employment records, employment information, or other Company records (note that

employment information includes Social Security Numbers and any other documents used to verify identity and ability to work in the United States);

- Recording the work time of another employee or allowing any other employee to record your work time, or falsifying any time card, either your own or another employee's;
- Theft and deliberate or careless damage or destruction of any Company property, or the property of any employee or customer;
- Damage to company property through neglect or other action;
- Removing or borrowing Company property without prior authorization
- Unauthorized use of Company equipment, time, materials, or facilities;
- Provoking a fight or fighting during working hours or on Company property;
- Carrying firearms or any other dangerous weapons in the workplace at any time;
- Engaging in criminal conduct whether or not related to job performance;
- Insubordination, including but not limited to, failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward the person receiving services, a coworker, supervisor or member of management;
- Using abusive language at any time on Company premises;
- Failing to notify a supervisor when unable to report to work;
- Failing to obtain permission to leave work for any reason during normal working hours;
- Failing to observe working schedules;
- Failing to provide a physician's certificate when requested or required to do so;
- Sleeping or malingering on the job;
- Making or accepting personal telephone calls, including cell phone calls, of more than three minutes in duration during working hours, except in cases of emergency;
- Violating any safety, health, security or Company policy, rule, or procedure;
- Committing a fraudulent act or a breach of trust under any circumstances;
- Commitment of or involvement in any act of prohibited harassment of another individual; and
- Failing to promptly report work-related injury or illness.

This policy does not alter the Company's policy of at-will employment. Either you or the Company remain free to terminate the employment relationship at any time, with or without reason or advance notice.

## **Punctuality and Attendance**

Regular and punctual attendance is an essential function of every employee's job and critical to the smooth operation of the Company. Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except when required to leave on authorized Company business. Late arrival, early departure, or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided.

If an employee is unable to report for work or will be late, the employee must, under all but the most extenuating circumstances, contact his or her supervisor immediately and secure a substitute for the hours the employee is scheduled to work. If the employee calls less than one hour before his or her scheduled time to begin work, does not find a substitute in a non-emergency situation, and/or does not arrive on time for his or her assigned shift, the employee will be considered tardy for that day.

Employees must inform their supervisor of the expected duration of any absence. Excessive absenteeism or tardiness, whether excused or not, will not be tolerated.

If the employee becomes ill while at work, they should report to his or her supervisor. Employees should not leave work without obtaining approval from their supervisor or Human Resources.

Recurring absenteeism or tardiness, including the failure to comply with the call-in features of this policy, may result in discipline up to and including termination of employment. The Company reserves the right to determine whether recurring absenteeism or tardiness warrants termination, and that decision shall be made in the Company's sole discretion. In general, unexcused or unapproved absences of three (3) consecutive days or more may result in immediate termination.

## **Business Conduct and Ethics**

Employees are expected to avoid situations that might cause their personal interests to conflict with, or appear to conflict with, the interests of the Company or which might compromise, or appear to compromise, the Company's reputation or integrity.

A conflict of interest, or the appearance of one, occurs when the employee or a member of the employee's immediate family uses the employee's position for personal benefit or for personal gain. A financial interest or investment, personal association, or business relationship with a customer, supplier or competitor that interferes with the employee's ability to exercise independent judgment on the Company's behalf is prohibited. "Immediate family" includes an employee's spouse, siblings, parents and grandparents, children and grandchildren, nieces and nephews, and people living in the same household in a relationship substantially comparable to any of the above.

No employee may accept a gift or gratuity from any customer, vendor, supplier, or other person doing business with or served by the Company because doing so may give the appearance of influencing business decisions, transactions or service.



The Company may permit the employment or relatives of employees, except where the conditions of employment, opportunities for advancement, or any other matters substantially affecting employment of a relative will present an actual conflict of interest, the appearance of favoritism or impropriety, harm to Company morale, harm to the Company's reputation, or harm to job performance.

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## **Compensation**

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### **Payment of Wages**

Paydays are scheduled on the 10th and 25th of the month. If a regular payday falls on a Saturday or Sunday, employees will be paid on the prior Friday. If a regular pay day falls on a holiday, employees will be paid on the workday prior.

### **Automatic Payroll Deposit**

The Company offers automatic payroll deposit for employees. You may begin and stop automatic payroll deposit at any time. To begin automatic payroll deposit, you must complete a form (available from the Accounting Coordinator) and return it to Accounting at least 10 days before the pay period for which you would like the service to begin.

To stop automatic payroll deposit, notify the Accounting Coordinator at least 10 days before the pay period for which you would like the service to end. You will receive a regular payroll check on the first pay period after the receipt of the request, provided it is received no later than 10 days before the end of the pay period.

### **Timekeeping Requirements**

Timesheets are due on the first and 16th day of each month. Late, incomplete or incorrect timesheets will result in your supervisor paying you for the hours you were scheduled to work. Issues regarding chronic lateness of timesheets will result in a disciplinary meeting with your supervisor and may result in termination.

Any errors on your timecard should be reported immediately to your supervisor.

### **Work Schedules**

The Company's administrative office is normally open for business between the hours of 8 a.m. and 4 p.m. on Monday through Friday.

Your supervisor will assign your individual work schedule. All employees are expected to be at their workplace at the start of their scheduled shifts, ready to work.

Exchanging work schedules with other employees is discouraged. However, if you need to exchange schedules, notify your supervisor, who may authorize an exchange if possible. Work schedule exchanges will not be approved for the mere convenience of an employee or if the exchange interferes with normal operations

For payroll and accounting purposes, the workweek begins at 12:01 a.m. on Sunday and ends at midnight on Saturday.

## **Holiday Pay**

Any employee working on one of the approved holidays posted at the office at the beginning of every calendar year will be paid at the rate of one and one-half times the employee's regular pay rate for all awake hours worked between the hours of 6 a.m. and 10 p.m.

## **Pay for Mandatory Meetings/Training**

The Company will pay employees for their attendance at meetings, lectures, and training programs under the following conditions:

- Attendance is mandatory;
- The meeting, course, or lecture is directly related to the employee's job; and
- The employee who is required to attend such meetings, lectures, or training programs will be notified of the necessity for such attendance by his or her supervisor;

The employee will be paid at the then applicable wage for time spent at meetings, lectures, and training programs.

## **Advances**

The Company may allow a payroll advance to an employee when authorized by the Executive Director. Any advance greater than one pay period of pay or greater than \$500 must also be approved by the Company's Board of Directors.

A written contract detailing the amount of the advance, the repayment schedule, and all other terms must be signed by the employee and the Executive Director prior to the advance being processed.

An employee requesting an advance must contact his or her immediate supervisor who will then contact the Executive Director with the request.

## **Expense Reimbursement**

The Company reimburses employees for business expenses that have been pre-authorized by their immediate supervisor. Employees must submit required receipts and the reimbursement form to their supervisor within 30 days of incurring the expense.

If you have any questions about the Company's expense reimbursement policy, contact your supervisor.

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# Safety and Health

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## Health and Safety

Employee safety depends on the safety consciousness of everyone in the workplace. Always observe the special safety rules applicable in each work area and follow at all times general rules of safety. Employees are expected to comply with the following specific safety rules, including but not limited to:

- Report immediately any injury or accident, safety hazard, or property needing repair to your supervisor.
- Keep your individual work area clean and orderly at all times.
- Do not smoke or permit others to smoke in the workplace.
- Do not allow unauthorized persons to operate equipment or to have access to restricted areas, and do not operate equipment that you are not trained to operate.
- If you are assigned a job or task requiring protective clothing or equipment, use it. Do not dress in a way that might increase the risk of a job-related injury.
- Store all materials and equipment in their proper places and appropriately.
- Do not engage in horseplay on work premises.
- Drive safely and courteously when operating a vehicle as part of work.
- If your job duties include lifting heavy objects, do so with the appropriate equipment and/or assistance.

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

Employees are expected to demonstrate proper care when using the Company's property and equipment. No property may be removed from the premises without the proper authorization of management. If an employee loses, breaks, or damages any property, they must report it to his or her supervisor at once.

## Ergonomics

The Company will make necessary adjustments to reduce exposure to ergonomic hazards through modifications to equipment and processes and employee training. The Company encourages safe and proper work procedures and requires all employees to follow safety instructions and guidelines.

The Company believes that reduction of ergonomic risk is instrumental in maintaining an environment of personal safety and well-being, and is essential to our business. If you have any questions about

ergonomics, please contact your supervisor.

## Fragrance Policy

We strive to maintain a fragrance-free workplace. Employees may not wear any of the following in the workplace or when on the job, regardless of location, if they may come in contact with customers or co-workers: cologne, after-shave lotion, perfume, perfumed hand lotion, fragranced hair products, fragranced deodorants and/or similar products.

## Workplace Violence

The Company has zero tolerance for acts of violence and threats of violence. Without exception, acts and threats of violence are not permitted. All such acts and threats, even those made in apparent jest, will be taken seriously, and will lead to discipline up to and including termination.

Possession of weapons on Company premises and at Company-sponsored events shall constitute a threat of violence.

It is every employee's responsibility to assist in establishing and maintaining a violence-free work environment. Therefore, each employee is expected and encouraged to report any incident which may be threatening to you, the individual you serve or your co-workers or any event which you reasonably believe is threatening or violent. You may report an incident to any supervisor.

A threat includes, but is not limited to, any indication of intent to harm a person or damage Company property. Threats may be direct or indirect, and they may be communicated verbally or nonverbally. The following are examples of threats and acts that shall be considered violent – this list is in no way all-inclusive:

Example
Saying, "Do you want to see your next birthday?"
Writing, "Employees who kill their supervisors have the right idea."
Saying, "I'm going to punch your lights out."
Making a hitting motion or obscene gesture
Displaying weapons
Stalking or otherwise forcing undue attention on someone, whether romantic or hostile
Taking actions likely to cause bodily harm or property damage

## **Employees Use of Vehicles**

Employees using Company vehicles or personal vehicles for work purposes are expected to comply with the following requirements:

Employees must possess and carry a valid driver's license and evidence of satisfactory insurance (if using a personal vehicle) at all times while driving a Company vehicle or a personal vehicle on Company business. Employees may be required to provide the Company or its insurers with access to driving records where permitted by applicable law.

Employees are expected to drive in a safe and lawful manner at all times. Employees are on notice that company vehicles may contain an electronic tracking device to determine the location and/or movement of the vehicle and/or its occupants. Employees consent to this tracking while using company vehicles.

If an employee is assigned a Company vehicle for an extended period of time and personal use is permitted, the employee is expected to maintain the vehicle in proper running order. The Company will pay for such repairs and maintenance.

Employees are prohibited from operating a Company vehicle or personal vehicle for Company purposes while under the influence of alcohol, drugs, or any controlled substance that may impair the employee's ability to operate the vehicle in a safe and lawful manner, or under conditions where operating a vehicle would be unsafe. Employees are prohibited from operating a Company vehicle or personal vehicle for Company purposes while sending text messages or otherwise violating California's hands-free driving law.

Employees may not place bumper stickers or other signs or stickers of any kind on the Company's vehicles.

Employees must promptly notify the Company of any citations or accidents involving a Company vehicle or a personal vehicle for Company purposes. Employees are responsible for any moving or parking violations and fines, which may result when operating a Company vehicle or personal vehicle for Company purposes.

Failure to comply with these requirements, or having an unsatisfactory driving record, may result in discipline, including revocation of driving privileges and up to termination of employment.

Employees who drive their personal vehicles on Company business will be reimbursed at the rate then in effect. To receive reimbursement, employees must complete a Mileage Reimbursement Form and turn it in for authorization to their supervisor by the first day of the month following the month that the driving occurred.

# **Employee Termination**

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## **Resignation**

Employees may resign their “at-will” employment with the Company at any time, with or without cause, with or without notice. The Company requests that employees provide, as a courtesy, two weeks’ written notice of resignation. Employees failing to provide two weeks’ notice generally will not be considered eligible for rehire.

Employees will receive final wages within the time period permitted by applicable state and federal law. The employee’s final paycheck shall be available upon the effective date of the resignation, provided the employee provides at least 72 hours’ advance notice. Any employee who gives fewer than 72 hours’ advance notice of his or her resignation shall receive his or her final paycheck no later than 72 hours after giving notice.

## **Involuntary Termination and Progressive Discipline**

Consistent with the “at-will” employment relationship between the Company and the employee, the Company may terminate an employee at any time, with or without cause, with or without notice. Employees will receive final wages within the time period permitted by applicable state and federal law.

Violation of Company policies and rules may warrant disciplinary action. The Company has established a system of progressive discipline that includes verbal warnings, written warnings, and suspension. The system is not formal and the Company may, in its sole discretion, utilize whatever form of discipline is deemed appropriate under the circumstances up to and including termination of employment. The Company’s policy of progressive discipline in no way limits or alters the at-will employment relationship.

## **Reductions in Force**

The Company may find it necessary to lay off employees or implement a reduction in force due to lack of work, lack of money, the elimination of a job or position, changes in technology, or other business reasons. Should it become necessary to institute a layoff or reduction in force, the Company will endeavor to provide at least two weeks of notice prior to layoff, or more if required by law.

## **Job Abandonment**

Any employee who does not report to work or contact his or her supervisor for three consecutive days, or fails to return from vacation, sick leave, or a leave of absence, will be considered to have voluntarily resigned and his or her employment with the Company will be terminated immediately.

## **Employee References**

**All requests for references must be directed to the Human Resources Coordinator. No other**

**manager, supervisor, or employee is authorized to release employment references for current or former employees.**

The Company discloses only the dates of employment and the title of the last position held of former employees. If authorized by the employee, the Company also will inform prospective employers of the last earned salary or wage.



## Confirmation of Receipt

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### Confirmation of Receipt

I have received my copy of the Company's Employee Handbook. I understand and agree that it is my responsibility to read and familiarize myself with the policies and procedures contained in the Employee Handbook.

I understand that, except for employment at-will status, any and all policies or practices can be changed at any time by the Company. The Company reserves the right to change my hours, wages, and working conditions at any time. I understand and agree that no manager, supervisor, or representative of the Company, other than the Executive Director, has authority to enter into any agreement, express or implied, for employment for any specific period of time, or to make any agreement for employment other than at-will.

I understand and agree that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment with the Company is "at-will," which means it may be terminated at any time, with or without cause, with or without notice, by either myself or the Company.

I understand that this Handbook supersedes any prior handbooks or policy manuals regarding employment with the Company issued by the Company.

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(Employee Signature)

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(Print Name)

Date: \_\_\_\_\_