



— INSTITUTE OF —
READING DEVELOPMENT

Employee Manual

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I. INTRODUCTION

Thanks for joining our team at the Institute of Reading Development.

Over the last 51 years, our reason for being has remained constant and singular. Our mission is to teach kids the skills they need to have positive, meaningful experiences with great books at every stage of their reading development – all in service of inspiring a love of books and reading. No matter what capacity you have joined us in, your work here will help books and reading play a more meaningful role in the lives of the students we serve. In turn, we hope that you enjoy your work, and find it rewarding.

This manual records the basic policies governing employment, including wage and salary policies, benefits, dispute resolution procedures, safety and health policies, and standards of conduct and behavior. In addition to serving the goals of the Institute, these policies have been established to ensure that all employees, clients, and vendors are treated fairly and in conformance with federal and state laws.

If you have any questions regarding the content of this manual, be sure to speak with your supervisor or manager.

Wishing you success,

Doug Evans
Chief Executive Officer

II. EMPLOYMENT POLICIES

At-Will Employment Relationship

The Institute of Reading Development is an at-will employer. Therefore, employment relationships at the Institute are both personal and voluntary. Either party may terminate such relationship without considerations of cause or notice. The terms and conditions of employment, including, but not limited to, demotion, promotion, transfer, compensation, benefits, duties, assignments and location of work, may also be changed at any time, with or without cause. While the Institute maintains and revises personnel policies to adapt to changes in business conditions, our policy of at-will employment relationships may not be changed except by a separate written agreement specifically entered into for such purpose and signed by the President or Vice President.

Equal Opportunity

The Institute of Reading Development is committed to employment policies and practices based upon individual skill, ability, performance, effort, and professional conduct. The spirit and intent of the laws prohibiting discrimination are fully implemented in all working relationships at the Institute. We provide equal employment opportunities for all applicants and employees irrespective of race, color, national origin, ancestry, sex, gender, gender identity, gender expression, genetic information, religion, pregnancy or medical condition related to pregnancy or childbirth, age, creed, medical condition, mental or physical disability, marital status, sexual orientation, military or veteran status, or any other protected status, in all the Institute's employment practices. We make reasonable accommodations to enable qualified individuals with disabilities to become or remain employed.

Immigration Law Compliance

The Institute complies with all federal and state laws relating to immigration enforcement and the treatment of undocumented workers. The Institute requires that every individual provide satisfactory evidence of identity and legal authority to work in the United States. This evidence must be provided within three days of the first day that a new employee begins work. A new hire will be requested to attest to identity and to legal authority to work by completing the I-9 Form provided by the federal government. The Institute's compliance may also include participation in the federal e-verify system, according to applicable laws.

Employee Classifications

The following terms will be used to describe the classification of employees and their employment status.

Seasonal: Employees hired for a limited period, as set forth in their written Employment Agreement. Note: it is possible to change from seasonal or project worker to another classification, but only with written confirmation of that change from a manager.

Regular: Non-seasonal employees hired for an indefinite term of employment, and who are not management employees. Note: employees are not classified as regular employees unless they receive written confirmation of that status. Regular employees must read and acknowledge policies in the employee manual supplement.

Manager/Supervisor: Employees defined as managers or supervisors at the Institute are those who have substantial responsibilities in the area of hiring, training, and supervising other employees, and/or who exercise discretion and independent judgment directly related to company policies and business operations.

Executive/Director: Employees defined as Directors at the Institute are managers in charge of substantial business units or divisions.

Definition of Employment Status

Exempt: Employees whose positions meet specific tests established by the Fair Labor Standards Act (FLSA) and state law, and who are therefore exempt from federal and state overtime regulations. In general, the Institute's salaried employees are exempt.

Non-exempt: Employees whose positions do not meet specific tests established by the Fair Labor Standards Act (FLSA) and state law, and who are therefore not exempt from federal and state overtime requirements. Employees who are paid an established hourly wage are non-exempt.

Employment of Relatives

Hiring and employment decisions are driven by considerations of individual skill, ability, performance, effort, and professional conduct. Accordingly, the Institute will not hire, transfer, or maintain employees in positions where they directly or indirectly supervise or are supervised by a close relative, such as a parent, grandparent, child, spouse, brother, sister, or in-law.

Employment of Minors

Minors between the age of sixteen and eighteen must provide management with a work permit prior to starting work.

Personnel Records

Employees are responsible for notifying the Institute's Personnel staff (payroll@readingprograms.org) within one week of any change in address, telephone number, and/or family status (births, marriage, death, divorce, legal separation, etc.) that may affect their

payroll tax status or benefits eligibility. This responsibility also applies to employees on leaves of absence, and after termination of employment.

Disclosure of personnel information, including W-2 and W-4 tax information, emergency contact forms, and job applications, to inside or outside sources will be restricted. The Institute will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting investigations.

The Institute's Personnel staff will not respond to reference check or credit inquiries other than to confirm dates of employment and position(s) held, unless the employee has provided written authorization for additional information to be disclosed.

Work Schedule

Workload and schedule policies are covered in each employee's Employment Agreement and remain under the control of the employee's supervisor.

Meal and Rest Periods

The Institute provides all employees who work more than five hours in a day with an off-duty, uninterrupted meal period of at least 30 minutes, starting by the end of the fifth hour of work. During this meal break, employees are relieved of all duties and are free to leave the Institute's premises. Employees who work between five and six hours in a day may voluntarily waive their right to a meal period. However, for health and safety reasons, all employees who work more than six hours must take at least a half-hour meal period. Meal period lengths and schedules are established by each supervisor. Meal periods are unpaid and are not considered when calculating overtime pay.

The Institute also authorizes and permits non-exempt employees to take a ten-minute, off-duty paid rest break for every four hours worked (or major fraction thereof), unless their total workday does not exceed 3.5 hours. "Major fraction" means more than two hours. Thus, if you have worked between 3.5 and 6.0 hours, you are entitled to one rest break; if you have worked between 6.01 and 10 hours, you are entitled to a second rest break; if you have worked between 10.01 and 14 hours, you are entitled to a third rest break, and so on. Because rest breaks are paid, you need not record them as separate events on your timesheets. During rest breaks, employees will be relieved of all duty and may leave their work site. Insofar as practical, you should take your rest breaks in the middle of a work period (for example, on an eight-hour shift, in the mid-morning before the meal break and in the mid-afternoon after the meal break).

Additional Meal and Rest Period Information for Employees in California

Employees in California who work more than 10 hours in a day must take a second off-duty, uninterrupted meal period of at least 30 minutes, starting by the end of the 10th hour of work. Employees may voluntarily waive the second meal period if they do not work more than 12 hours in the day and if they took the first 30-minute meal break.

There may be occasional days in which an employee in California is unable to take a full, timely meal or rest break that the employee desired to take, because of an unusually heavy workload or other extraordinary circumstances. For California employees, all such instances must be noted

on their timesheets or otherwise brought to the attention of their supervisor or the Payroll Department. The Institute's policy is to pay a meal or rest break premium equivalent to one hour's pay at the employee's regular rate of compensation for each day in which the employee is prevented from taking a full, timely meal or rest break, in accordance with California law.

To the extent other states have different meal or rest break requirements, the Institute will comply with those requirements.

Lactation Accommodation

The Institute will provide a reasonable amount of break time for employees to express breast milk for their infant child. Lactation break time should run concurrently with meal and rest breaks already provided, if possible. To the extent additional time is needed for non-exempt employees, it will be unpaid. The Institute will provide employees working at any company-controlled facility with a suitable room or private area, other than a bathroom or toilet stall, for lactation. The place will be safe, clean and free of hazardous materials, will contain a surface to place a breast pump and personal items, and will contain a place to sit. Employees will also be provided access to a sink with running water and a refrigerator suitable for storing milk in close proximity to the employee's workspace, or an equivalent cooling alternative.

Employees should speak with their supervisor or the Chief Operating Officer if they have any questions or concerns about scheduling lactation breaks or arranging a suitable location for such breaks or if they wish to request some form of lactation accommodation. The Institute will promptly respond to any such request for accommodation. If the Institute cannot reasonably accommodate the request, its response will be provided in writing. Employees in California who wish to make a complaint about a lactation issue may file a complaint with the California Labor Commissioner.

Job Responsibilities

All seasonal employees' employment is subject to the terms described in their Employment Agreement. Regular employees and managers receive guidance regarding their job responsibilities from their department head. These job responsibilities are descriptions of essential or core job functions only, and employees are expected to be flexible and to perform additional duties and responsibilities from time to time. The Institute reserves the right, at any time, with or without notice, to alter or change job responsibilities, to reassign or transfer job positions, to assign additional job responsibilities, or to change work schedules, as permitted by applicable statute.

Employment Applications and Resumes

The Institute relies upon the accuracy of information contained in employment applications, cover letters, and resumes, as well as the accuracy of other data presented throughout the hiring process and employment. Any misrepresentations, falsifications, or material omissions in any of this information may result in the Institute's exclusion of the individual from further consideration for employment, or, if the person has been hired, termination of employment.

Employee Reference and Background Checks

The Institute conducts security checks with state and federal authorities. All employees are required to complete and sign a disclosure and consent form pertaining to these background checks. In addition, the Institute checks references of job applicants and current employees.

Performance Feedback

It is our practice to provide employees with regular feedback regarding their performance. In addition, regular employees and managers (see above) meet annually with their immediate supervisor to review performance and to set goals for the next year.

Institute Property

Employees are expected to use proper care when using the Institute's property, including office equipment and property purchased by the employee and reimbursed by the company, as well as company property being used by employees at their homes or other remote-work locations. No property may be removed from Institute-controlled facilities without explicit authorization from management. Employees are advised that any desk in an Institute-controlled facility is subject to search by management without notice. Upon an employee's resignation or termination, all Institute property, including any keys to company-controlled facilities, must be returned immediately.

Employees are responsible for all property entrusted to their care during the course of their employment. The Institute may take action deemed appropriate to recover and protect its property. Failure to properly care for and maintain equipment or property may be grounds for discipline, up to and including termination.

Confidentiality and Intellectual Property

The Institute's policies on confidentiality and intellectual property are outlined below in subsections a through f.

a. Intellectual Property Generally

For purposes of this policy, "Intellectual Property" means the Institute's:

(i) copyrights (including, without limitation, the exclusive right to exploit, use, reproduce, modify, adapt, enhance, maintain, support, sell, rent, license, distribute copies of, and prepare derivative works), and copyright registrations and applications (the "Copyrights");

(ii) trademark rights (including, without limitation, trade names, trademarks, service marks and trade dress) and trademark and service mark registrations and applications (the "Trademarks");

(iii) patent rights (including, without limitation, the exclusive right to make, use and sell inventions, discoveries, developments and/or innovations), patent registrations and patent applications (the "Patents");

(iv) trade secrets, such as teaching materials, methods, and lesson plans, writings and educational materials in any media, procedures for course material delivery, and record keeping and, without limitation, all "Confidential

Information” expressly referenced below, rights of publicity, contract and licensing rights, and goodwill; and

(v) other intellectual property rights as may exist now and subsequently come into existence.

b. Confidential Information Generally

You acknowledge that during your employment, you will have access to and become acquainted with various Intellectual Property and other information, including without limitation, the Institute’s writings generally, teaching materials, methods, and lesson plans, writings and educational materials in all media, procedures for course material delivery, record keeping, financial accounts, training materials, sales materials, documents, files, records, letters, notes, notebooks, media lists, business processes and methods, customer credit card and address data, procedures, and similar items and data (hereafter collectively referenced as “Confidential Information”) owned, licensed, or used by the Institute in connection with the operation of the Institute’s business. You agree that copies of Confidential Information shall be treated with the same degree of confidentiality as the original information and shall be subject to the restrictions set forth in this policy.

c. Confidentiality of Intellectual Property and Confidential Information

You agree that you will not disclose the Institute’s Intellectual Property and Confidential Information, directly or indirectly, or use any of Institute’s Intellectual Property or Confidential Information in any manner, either during the term of your employment, except as authorized in the course of your employment by the Institute, or at any time thereafter. All Intellectual Property and Confidential Information whether tangible, electronic, print or some other media, that relates to the Institute shall not be disclosed and will remain the exclusive property of the Institute. You shall not retain any copies of the Intellectual Property or Confidential Information without Institute’s prior written permission.

d. Ownership of Intellectual Property

You acknowledge and agree that the Institute shall retain ownership of all Intellectual Property owned by the Institute as of the signing date and all Intellectual Property that is conceived, created or developed in the future by you in the course of performing services for the Institute, whether such development occurs with or without any contribution by Institute.

e. Return of Intellectual Property, Private Information, and Confidential Information

Upon termination of your employment, or whenever requested by the Institute, you shall immediately deliver to the Institute all such Intellectual Property and

Confidential Information and other items belonging to the Institute in your possession.

f. Unfair Competition

You acknowledge and agree that the unauthorized use or disclosure, orally, in writing, or via electronic medium, of any of the Institute's Confidential Information obtained by you during the course of your employment, including information concerning the Institute's current or any future and proposed work, services, or products, the facts that any such work, services, or products are planned, under consideration, or in production, as well as any descriptions thereof, constitute unfair competition. You promise and agree not to engage in any unfair competition with the Institute at any time, whether during or following the completion of your employment with the Institute.

Employee Parking

Employee parking may be available to staff working at Institute-controlled facilities. Contact the Chief Operating Officer for additional information on this topic.

Employee Property

The Institute is not responsible for any lost, stolen, or damaged personal property, whether held at a company-controlled facility or a remote-work location. Employees should take care to secure personal property and other valuables in all cases.

Resignations

Because of the seasonal nature of the Institute's activities, many of our employees are seasonal. We hope they will work for the Institute through the specific date set forth in their Employment Agreement. Although all Institute employees are at-will, we request employees do their best to meet this commitment to work through this specified date. If you cannot work through your specified date, we ask that you provide us as much notice as possible. Regular employees and managers who decide to resign from the Institute are asked to provide their supervisors with as much advance notice as possible so that an orderly transition can be made.

Re-employment

Former employees who are re-employed will be considered new employees for the purpose of the benefits described in this manual, based upon the first day of their reemployment. Employees must not assume that benefits will resume automatically.

III. WAGE AND SALARY POLICIES

Paydays

Institute employees who are paid bi-weekly will be issued paychecks every two weeks on Friday, except in cases where the scheduled Friday is a national holiday, in which case the paycheck will be issued on the prior business day.

Institute employees who are paid semi-monthly will be issued two paychecks each month according to a schedule published and provided to subject employees in advance and also available from the Chief Operating Officer.

Automatic Bank Deposit

We can arrange to have pay deposited directly to the bank of your choice. To take advantage of this option, you should contact the Bookkeeping Department and sign the appropriate authorization. Rehires must check to confirm the accuracy of any existing direct deposit authorization. Note: the direct deposit authorization also provides for withdrawal of incorrectly credited funds, to the extent permitted by applicable law.

Payroll Deductions

Various payroll deductions are made each payday to comply with federal and state laws. Employee contributions to benefits, such as 401(k), are also deducted.

State payroll taxes are deducted according to your state of residence and allowances as indicated on your W-4. Please note that this information is not changed without a new W-4. For example, if you only submit a change of address form, moving from one state to another, your payroll taxes will continue to be sent to the old state. You must submit a new W-4 if you wish to change your tax state for payroll purposes.

Garnishment of Wages

A garnishment is a court order requiring the Institute to deduct part of an employee's wages or salary and give it to a third party as a partial payment for an outstanding debt. Should the Institute receive a court order requiring the garnishment of an employee's wages or salary, the Institute will comply with the order and will notify the employee.

Wage and Tax Statement (W-2)

After the end of each calendar year, employees will be supplied with their Wage and Tax Statement (W-2) form. This statement summarizes income and deductions for the year. Employees must keep the Institute informed of their current address, even after leaving the Institute, in order to receive the W-2. Any questions regarding withholding should be submitted to the Institute's Bookkeeping Department.

Travel and Business Expenses

All exempt and non-exempt employees will be reimbursed for any reasonable and necessary business expenses they incur in the discharge of their job duties, in accordance with applicable law. Such expenses must be authorized by management in advance and properly documented.

All employees who are requested to travel or run errands using their private vehicles will be reimbursed for the automobile mileage expenses at the applicable IRS rate, excluding commute miles. Non-exempt employees also will be paid for their time engaged in authorized travel, other than their commute time.

Overtime Pay

The Institute's policy is to pay non-exempt employees all overtime pay that is due to them under applicable federal and state law. Overtime requirements vary state by state and only apply to non-exempt employees. Details concerning overtime policy for non-exempt employees are covered in the appropriate Employment Agreement. All overtime work by non-exempt employees must be authorized in advance by management, whenever this is possible. Failure to obtain advance approval before working overtime may result in discipline, up to and including termination.

Accurate Timekeeping

Non-exempt employees must accurately record all of their time worked in accordance with the Institute's timekeeping procedures. This includes accurately indicating the exact out-and-in times for any meal breaks taken.

"Off the clock" work is strictly prohibited. This means that non-exempt employees must not perform any compensable work tasks before recording the start or after recording the end of their shifts, during meal periods, or at home in the evening or on weekends, unless directed by a manager to do so. If you perform any work off-the-clock, you must record it. Violation of this policy is grounds for discipline up to and including termination.

If you discover any timekeeping error, notify your supervisor or the Bookkeeping Department immediately, and it will be corrected.

Wage or Salary Increase Policy

Each seasonal employee at the Institute has been hired at a rate of pay specified in his or her Employment Agreement. Rates of pay for regular and management employees are set by department heads. Salary or wage increases are based upon individual performance, productivity, quality of work, reliability, punctuality, thoroughness, efficiency, effort, attendance, willingness to work overtime, initiative, responsiveness to customers, collegial relations, flexibility, length of employment, and the needs of the Institute. Employees may be evaluated for salary or wage increases annually. Increases are not automatic and are dependent upon the aforementioned factors, as well as the Institute's financial success.

It is the Institute's policy to pay its employees equitably, in accordance with applicable law, regardless of gender, race or ethnicity.

Emergency Closings

At times, national or international events or emergencies such as wars, severe weather, fires, power failures, or earthquakes may disrupt Institute operations. When operations are officially closed due to such conditions, time off from scheduled work will be unpaid. However, with management approval, employees may use available accrued paid vacation time. In cases where operations are not officially closed, employees who fail to report for work will not be paid for the time off.

Pay Advances and Severance Pay

The Institute's compensation policy does not provide for pay advances or severance pay. However, certain sales employees may receive commission advances, in accordance with the terms of their Employment Agreement.

Final Paycheck

It is the Institute's policy to promptly provide a final paycheck to an employee who is discharged or laid off by the Institute, or who resigns, in compliance with relevant state laws. At the employee's request, the final paycheck will be mailed to the employee's home address. For regular employees and managers, accrued paid vacation, if any, will be paid at this time.

Absences

Seasonal employees, whether exempt or non-exempt, are not paid for missed work, regardless of the reason or cause of their absence, except in cases where the law provides for paid sick time, in which case accrued sick time may be used for personal and/or family illnesses or other protected reasons, in accordance with the relevant statutes. Regular employees and managers should refer to their Employee Manual Supplement for absence policies.

IV. Leaves of Absence Without Pay

Leaves of absence without pay may be granted to employees, at management's discretion, to maintain continuity of service in instances where unusual or unavoidable circumstances require prolonged absence. In the case of seasonal employees, leaves of absence will not extend beyond the established term of service.

Leaves of absence without pay are of the following types:

Family and Medical Leave

Eligibility

To be eligible for family and medical leave, an employee must (1) have worked for the Institute for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the 12 months preceding the leave; and (3) work at a location where the Institute employs at least 50 persons at that facility or within 75 miles of that facility.

Temporary disability leave may be available to employees who do not meet these criteria as a reasonable accommodation of the employee's disability. Contact the Institute's Chief Operating Officer for more information about temporary disability leave.

Permissible Uses of Family Care and Medical Leave

"Family care leave" may be requested for (1) the birth or adoption of an employee's child; (2) the placement of a foster child with the employee; or (3) the serious health condition of an employee's child, spouse, domestic partner, or parent. "Medical leave" may be requested

for an employee's own serious health condition. A "serious health condition" is one that requires either in-patient care in a medical facility or continuing treatment or supervision by a health care provider.

Substitution of Paid Leave for Family Care and Medical Leave

Employees generally are required to use all accrued and available vacation time, sick leave, and other paid personal leave for all family care and medical leaves, unless applicable law provides otherwise.

Amount of Leave

Provided all the conditions of this policy are met, an employee may take a maximum of 12 weeks of family care and medical leave in a rolling 12-month period measured backwards from the date the employee's leave commences. Parents who both are employed by the Institute may take a maximum combined total of 12 weeks of family care leave in a 12-month period for the birth, adoption, or foster care of their child. Family care leaves for the birth, adoption or foster care placement of a child must be concluded within one year of the birth, adoption or placement. Except in California, as discussed below, pregnancy disability leave runs concurrently with family care and medical leave.

The substitution of vacation or paid leave for family care or medical leave does not extend the total duration of family care and medical leave to which an employee is entitled beyond 12 weeks in a 12-month period. For example, if an employee has accrued four weeks of unused paid vacation time at the time of the request for family care leave, that paid vacation time will be substituted for the first four weeks of family care leave, leaving up to eight additional weeks of unpaid leave.

Medical leave for the employee's own serious health condition, or family care leave for the serious health condition of the employee's spouse, domestic partner, parent, or child, may be taken intermittently or on a reduced schedule where medically necessary. If leave is taken intermittently or on a reduced schedule, the Institute retains the discretion to transfer the employee temporarily to an alternative position with equivalent pay and benefits to accommodate the employee's leave schedule.

Leave's Effect on Benefits

For up to a maximum of 12 weeks in a 12-month period, the Institute will continue to pay for the employee's participation in the Institute's group health plans, to the same extent and under the same terms and conditions as would apply had the employee not taken leave. Other benefits will be governed in accordance with the terms of each benefit plan.

If the employee fails to return from the leave at the expiration of 12 weeks for a reason other than the recurrence or continuation of the health condition that brought about the leave or other circumstances beyond the employee's control, the Institute may recover any health plan premiums it paid on the employee's behalf during any unpaid periods of the leave.

Employees on family care and medical leave accrue employment benefits, such as sick leave, vacation benefits, or seniority, only when paid leave is being substituted for unpaid leave and only if the employee would otherwise be entitled to such accrual.

Notice Requirements

Employees should notify the Institute of their request for family care or medical leave as soon as they are aware of the need for such leave. For foreseeable events, if possible, the employee must provide 30 calendar days' advance notice to the Institute of the need for leave. For events that are unforeseeable 30 days in advance, the employee must notify the Institute as soon as he or she learns of the need for the leave. If the leave is requested in connection with a planned, non-emergency medical treatment, the employee may be requested to reschedule the treatment so as to minimize disruption of the Institute's business.

If an employee fails to provide the requisite 30-day advance notice for foreseeable events without any reasonable excuse for the delay, the Institute reserves the right to delay the start of the leave until at least 30 days after the date the employee provides notice of the need for family care or medical leave.

All requests for family care or medical leave should include the anticipated date(s) and duration of the leave. Any requests for extensions of a family care or medical leave must be received at least five working days before the date on which the employee was originally scheduled to return to work and must include the revised anticipated date(s) and duration of the family care or medical leave. The Institute reserves the right to deny requests for extensions and/or to deny reinstatement if an employee, without authorization, fails to return from a leave by the designated date.

Medical Certification

Any request for medical or family care leave for an employee's own serious health condition, or for leave to care for a child, spouse, domestic partner, or parent with a serious health condition, must be supported by medical certification from a health care provider. For foreseeable leaves, employees must provide the required medical certification before the leave begins. When this is not possible, employees must provide the required certification within 15 calendar days after the Institute's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required medical certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required medical certification within 15 days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated medical certification.

If it has reason to doubt the validity of the certification provided by the employee, the Institute may require the employee to obtain a second opinion from a doctor of the Institute's choosing at the Institute's expense.

Return to Work

Before an employee on a medical leave returns to work, the Institute may require the employee to provide medical certification that he or she is able to return to work.

An employee on medical leave must return to work when a physician determines that he or she is able to resume normal duties. Employees who wish to extend their leave beyond this point must request and be approved for a personal leave.

Effect on Reinstatement

Employees timely returning from family care or medical leave are entitled to reinstatement to the same or comparable position consistent with applicable law.

Pregnancy Disability Leave (California). Employees in California may take an unpaid pregnancy disability leave for the period of such disability, not to exceed four months. This leave is in addition to the family care and medical leave described above. Employees shall provide a physician's statement indicating the expected period of such disability when this is practicable. While on pregnancy disability leave, employees may, at their option, exhaust any accrued vacation they have earned (if vacation-eligible). Unless precluded by business necessity, employees seeking to return to work immediately following a pregnancy disability leave will be reinstated to their former or a substantially equivalent position. Qualified employees may be eligible for State Disability Insurance.

When requested by the employee, management will attempt to transfer a pregnant employee temporarily to a less strenuous or hazardous position for the duration of the pregnancy where possible. The employee will need to make this request in writing and obtain a corroborative note from her physician. These requests will be honored if such temporary transfers can be accommodated.

Family Care and Medical Leave (California). California's Family Rights Act covers employers with five or more employees, unlike the FMLA. It allows employees up to 12 weeks of unpaid time off in a 12-month period for an employee's serious health condition, to bond with a newborn, newly-adopted or foster child; or to care for a family member who has a serious health condition. This includes a child (biological, adopted or foster child), spouse, domestic partner, parent, parent-in-law, grandparent, grandchild, sibling or other "designated person." Employees may designate one person in any 12-month period as the "designated person," which must be either a blood relative or someone whose association with the employee is the equivalent of a family relationship. In California employees also may use CFRA leave due to a "qualifying exigency" related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child or parent in the Armed Forces of the United States.

Paid Family Leave (California). Employees in California who are approved for a family care leave for baby bonding or to care for a family member who has a serious health condition may apply to the California Employment Development Department for up to eight weeks of partial wage replacement under the state's Paid Family Leave law. This will cover approximately 60 to 70% of the employee's normal weekly earnings for those eight weeks.

Employees may use any accrued vacation to cover the difference between the Paid Family Benefits and regular wages, if available.

Paid Sick Leave. Various states and cities, including California, entitle eligible employees to receive a specified amount of paid sick leave for various purposes, such as employee illnesses, doctor's appointments, family member illnesses, and absences related to domestic violence, sexual assault or stalking. The Institute's policy is to comply with all applicable paid sick leave laws, by providing paid sick leave that is equal to or greater than the requirements of the law, and by complying with the various recordkeeping, anti-retaliation and other provisions contained in these laws.

Military Service and Reserve Training. This leave lasts for the duration of required service. For details on employment and re-employment rights under the various military leave acts, see the Institute's Director of Operations, as well as the policy below entitled Military Family Care Leave.

School Activities Leave. If it becomes necessary for an employee who is the parent or guardian of a child to attend the child's school, the employee should alert management as soon as possible so that alternative arrangements may be made.

Jury Duty and Witness Duty. Employees who are required by law to appear in court or at another legal proceeding will be provided with unpaid time off for that purpose.

Upon receipt of a juror summons, an employee should notify his or her supervisor and the department head. If an employee is called as a juror during a particularly busy time in the office, we may ask the employee to request the court to postpone jury duty to a more convenient time.

Employees are responsible for keeping their supervisor informed regarding jury duty status. On those days when an employee serves less than a full day of jury duty, he or she should contact his or her supervisor to determine whether to report back to work. Employees may be required to furnish documentation from the court regarding jury duty service or appearance as a witness.

Time Off to Vote. Generally, employees are able to find time to vote either before or after their regular work schedule. Employees who are unable to vote in an election during their non-working hours must request time off to vote from their supervisor at least two (2) working days prior to the election day. The amount of time required will be determined by the individual needs of the employee. The total time off with pay, when approved, may not exceed two (2) hours on any voting day.

Leave for Victims of Domestic Violence, Sexual Assault or Stalking. The Institute will provide time off to an employee who has been the victim of domestic violence, sexual assault or stalking to seek relief to ensure the health, safety, or welfare of the employee or his or her children. This includes time off for court proceedings, services from a domestic violence shelter, program or rape crisis center, counseling, medical attention, and participation in safety planning programs. The Institute requires reasonable advance notice of the leave when feasible. If unscheduled time off is taken, the Institute may require the employee to provide certification of the need for the leave, such as a police report, court order, or

documentation from a healthcare provider, victim's advocate, or counselor, consistent with applicable law.

Crime Victims' Leave. The Institute will provide time off to an employee to attend judicial proceedings related to a crime if the employee, an immediate family member of the employee, or the employee's spouse or domestic partner is a victim of a serious or violent felony, or a felony involving theft or embezzlement. You should provide the Institute with as much advance notice as possible of any planned absences and must provide verification of your court-related activities upon your return to work.

Bereavement Leave (California). Employees in California are entitled to five days of unpaid bereavement time off following the death of a family member. This includes a spouse, child, parent, sibling, grandparent, grandchild, domestic partner, or parent-in-law. The time must be taken within three months of the date of death of the family member. It need not be taken in five consecutive days. Employees may use any available vacation pay for these days.

Military Family Care Leave. To be eligible for military family care leave under the Family and Medical Leave Act, an employee must (1) have worked for the Institute for at least twelve months prior to the date on which the leave is to commence; (2) have worked at least 1,250 hours in the 12 months preceding the leave; and (3) work at a location where the Institute employs at least 50 persons at that facility or within 75 miles of that facility.

Eligible employees may take "military family care leave" to (1) care for a child, parent, spouse, or next of kin (the employee's nearest blood relative) who is a member of the Armed Forces, including a member of the National Guard, and is undergoing medical treatment, recuperation or therapy, or is otherwise in outpatient status or on a military temporary disability retired list, for a serious injury or illness suffered in the line of duty; or (2) address a qualified exigency arising out of the fact that the employee's spouse, child, or parent is on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.

The amount of military family care leave available to an employee depends on the nature of the leave. Eligible employees may take up to 26 weeks of leave in a single 12-month period measured backwards from the date the leave commences to care for a qualifying family member who has been injured in the line of duty. Spouses who both work for the Institute may take a maximum combined total of 26 weeks of leave in a single 12-month period for this purpose. Eligible employees may take up to 12 weeks of military family care leave in a 12-month period measured backwards from the date the leave commences to address a qualified exigency arising out of the fact that a qualifying family member is on active duty. The two forms of military family care leave run concurrently with each other. In addition, military family care leave runs concurrently with the family and medical leaves described above.

An employee requesting military family care leave must provide certification of the need for leave. For foreseeable leaves, employees must provide the required certification before the leave begins. When this is not possible, employees must provide the required certification

within 15 calendar days after the Institute's request for certification, unless it is not practicable under the circumstances to do so, despite the employee's good faith efforts. Failure to provide the required certification may result in the denial of foreseeable leaves until such certification is provided. In the case of unforeseeable leaves, failure to provide the required certification within 15 days of being requested to do so may result in a denial of the employee's continued leave. Any request for an extension of the leave also must be supported by an updated certification.

Employees timely returning from military family care leave are entitled to reinstatement to the same or a comparable position consistent with applicable law.

Other Types of Leave. The Institute complies with all applicable federal and state leave laws and, as a result, other types of leave may be available at specific times and under specific circumstances. This includes, for example, an unpaid medical leave of absence granted as a reasonable accommodation for a disability.

V. EMPLOYEE SAFETY AND HEALTH

The Institute strives to provide a safe working environment for our employees at company-controlled locations and to provide guidance for employees working at remote locations in doing the same. We have instituted an injury prevention program with the purpose of identifying and correcting any safety hazards. Employees may be required to attend safety-training programs, which focus on identifying potential hazards and preventing injuries. All employees are expected to do everything reasonable and necessary to keep the workplace, whether an Institute-controlled facility or a facility belonging to the employee or another organization, a safe place to work. Please refer to the Institute's Injury & Illness Prevention Policy (IIPP) for more information.

Emergencies

In case of emergency, call 911 and inform management. Examples of an emergency are fires, earthquakes, robberies, serious injuries, or serious acts of violence. All company-controlled facilities have emergency procedures to follow in the event of fire or disaster. Exits are clearly marked, and fire extinguishers and first-aid kits are available.

Accidents and Workers' Compensation

All work-related accidents must be reported immediately to management, whether or not the employee believes the accident to be minor, and whether or not he or she plans to seek medical treatment. Failure to report work-related injuries and/or accidents within two hours is a violation of Institute policy.

The Institute carries insurance to cover the cost of work-incurred injury or illness. Benefits help pay for an employee's medical treatment and part of any income lost while recovering.

Security Precautions

To protect employees and company property, there are certain security precautions that must be followed:

- Report any suspicious activity or persons to management immediately.
- Ensure that all doors to company-controlled facilities are securely locked before and after business hours. Never leave them ajar or unlocked.
- Notify management immediately should company property be misplaced or lost.

Driving Automobiles on Institute Business

Employees who drive their car on company business must maintain liability insurance in at least the minimum amount required by the state in which the vehicle is registered. Proof of this insurance coverage must be supplied to the Institute.

Damage to an employee's vehicle incurred during the time he or she is driving on Institute business is not the responsibility of the Institute, nor does the Institute provide any insurance coverage for the employee, or his or her vehicle or personal property, for damage to the vehicle.

Coverage for injuries to the employee and/or passengers is limited to occupants of the car who are Institute employees on assignment and is provided subject to the workers' compensation laws of the state in which the employee works. While driving on Institute business, employees are expressly forbidden from providing rides to other people, whether they be family members, friends, Institute employees not on assignment, Institute students, or family members of students.

While driving on Institute business, all employees are strictly prohibited from texting, emailing, or phone-calling, except on a hands-free phone as permitted by applicable law.

VI. STANDARDS OF CONDUCT AND BEHAVIOR

There are certain standards of behavior that are necessary and reasonable for the proper conduct of our business. Generally, no conduct that is unsafe, inconsiderate, illegal, or in contradiction to the Institute's mission statement will be permitted. Standards may vary depending upon the position an employee holds at the Institute. An employee's Employment Agreement may contain more stringent standards than those recited in this manual. If that is the case, the more stringent standards should govern an employee's conduct and behavior.

In order that our clients and employees may be confident in the trust they have placed with us, all our interactions must be conducted appropriately: Professionalism, courtesy and graciousness in dealing with clients are part of our service. These same standards govern business contacts, whether with fellow employees or other individuals contacted in the course of business.

Violations of our standards of conduct and behavior will result in one of the following forms of corrective action: verbal warning, written warning, probation, suspension, or discharge. Depending upon the seriousness of an employee's infraction, he or she may be discharged

without warning. How the Institute chooses to administer employee discipline in particular cases in no way alters or limits the at-will employment relationship defined in this Handbook. In arriving at a decision for proper action, the following will be considered.

- The seriousness of the infraction
- The past record of the employee
- The circumstances surrounding the matter

Partial List of Prohibited Actions

Although there is no way to identify every possible violation of our standards of conduct, the following is a partial list of infractions that will result in corrective action:

1. Falsifying time records or other records, or other acts of dishonesty.
2. Engaging in any violation of criminal laws at an Institute-controlled facility, or at any site at which the Institute conducts business.
3. Unauthorized possession of Institute property or property belonging to another employee.
4. Fighting, arguing, or any other disorderly, disruptive, or non-professional conduct.
5. Insubordination or refusal to comply with instructions, or failure to perform reasonable duties that are assigned by management.
6. Failure to notify one's direct supervisor when unable to report for work.
7. Failure to obtain permission before leaving work for any reason during normal working hours.
8. Failure to adhere to the assigned work schedules or abusing the meal and rest periods.
9. Bullying or other abusive conduct.
10. Working overtime without proper authorization or refusing to work assigned overtime.
11. Unauthorized use of the Institute's equipment, machinery, tools, computers, copiers, telephones, or other property.
12. Damaging or destroying the Institute's property or equipment due to careless or willful acts.
13. Conduct that, in the opinion of the Institute's management, reflects adversely on the reputation of the Institute.
14. Violating the Institute's dress code (see below).
15. Providing a ride to Institute students or their family members, under any circumstances.
16. Disciplining students before, during, or after class sessions, including through the use of physical force or restraint (corporal punishment) for class sessions held in-person. Violation of this rule will result in termination.

17. Sharing personally identifiable information (PII) about Institute employees, customers, and potential customers without their consent and the consent of Institute management. Violations of this policy include social media postings containing PII and made without consent.
18. Working “off the clock” without accurately recording all actual time worked.
19. Engaging in such other practices as management determines may be inconsistent with the ordinary and reasonable rules of conduct necessary to the welfare of the Institute, its employees, or its customers.

The list above is intended to be representative of the types of activities that may result in disciplinary action. It is not intended to be exhaustive and does not alter the employment-at-will relationship between the employee and the Institute. Some additional standards of conduct are described in the sections below.

Nothing in this Manual is intended to prohibit conduct that constitutes “protected concerted activity” for employees’ mutual aid or protection, within the meaning of the National Labor Relations Act and equivalent statutes.

Electronic Presence

Employees are expected to maintain a professional electronic presence in interactions, whether real-time or asynchronous, with Institute customers, potential customers, and other employees. Further, consistent with the Institute’s mission statement, employees’ electronic presence should not include the promotion of any political, social, or personal agenda, or the possible appearance of such. Specific applications of this general policy include, but are not limited to, the following:

1. **Email signature blocks.** These should include the employee’s first and last name, title with the company, and contact information. They may additionally include any appropriate appellation or honorific, a thumbnail (see “Avatars” below), and/or the company’s public website. Email signature blocks should not include any slogans or quotations.
2. **Screen names.** Screen names used in any software platform or displayed during tele-presence meetings (e.g., Zoom or Teams video calls) should include the employee’s first name or first and last name, with or without an applicable prefix. In certain situations it may also be appropriate for employees to include their title with the company.
3. **Avatars.** Employees may choose to use an avatar in one or more electronic settings, including email signature blocks and internal communications software (e.g., Microsoft Teams). Employees choosing to use an avatar should use a thumbnail likeness of themselves, generally consisting of a headshot in either photo-realistic or line-drawing formats. Avatars should not include pictures of pets, text, or other non-likeness images.
4. **Backgrounds.** Backgrounds displayed during tele-presence meetings (e.g., Zoom or Teams video calls) should be professional and free of images that are inconsistent with the Institute’s mission statement, images that might reflect adversely on the Institute’s

reputation, images that might advertise or promote any practice or service that is illegal or that is inconsistent with the Institute's mission statement, and images that might be offensive to viewers of the meeting, either in real-time or upon watching a recording. Employees who are working temporarily from a location that does not allow for a professional background image should refrain from engaging in a tele-presence meeting or should use a professional background picture instead of their actual background.

Conflict of Interest

Employees are expected to avoid situations that create an apparent or potential conflict between the employee's personal interests and the interests of the Institute. A conflict of interest exists when the employee's loyalties or actions are divided between the Institute's interests and those of another, such as a competitor, supplier, or client. Both the fact and the appearance of a conflict of interest should be avoided. Employees unsure as to whether a certain transaction, activity, or relationship constitutes a conflict of interest should discuss it with management. The following guidelines do not attempt to identify all possible situations that result in a conflict of interest, but are representative of situations from which employees should refrain:

1. Accepting personal gifts or entertainment from suppliers or vendors without the explicit authorization of management.
2. Working for or providing services to a supplier, vendor, client, or competitor while employed by the Institute. Institute teachers, sales representatives, and all other employees are specifically forbidden from providing any services not part of their assigned duties to Institute clients (students or parents) or potential students (and their family members) who have inquired.
3. Engaging in self-employment in competition with the Institute.
4. Using proprietary or confidential Institute information for personal gain or to the Institute's detriment.
5. Using the Institute's assets, equipment, facilities, or labor for personal use.
6. Acquiring an interest in property or assets of any kind for the purpose of selling or leasing to the Institute.
7. Committing the Institute to give financial or other support to an outside organization.

An employee may hold a second job with another employer as long as the employee satisfactorily performs his or her job at the Institute and has discussed this outside employment with management. Employees should consider the impact that a second job would have on their mental alertness, health, and physical endurance. All employees will be expected to meet the Institute's performance standards, regardless of any existing outside work requirements. If the Institute determines that an employee's outside work interferes with performance or the ability to meet the requirements of the Institute's business operations, the employee will be asked to terminate the outside employment.

Sexual Harassment Defined

The Institute is committed to providing a workplace free of sexual harassment. The Institute prohibits sexual harassment by or toward any employee, customer, student, or person doing business or having professional relationships with or at the Institute. The Institute provides comprehensive training for all managers and supervisors to ensure that they understand the law, and to ensure that these policies are implemented effectively.

Sexual harassment includes any unwelcome advances, requests for sexual favors, and any other verbal, visual, or physical sexual conduct, where:

- Submission to such conduct is made either explicitly or implicitly a term or condition of the individual's employment, or of business with the Institute or of professional relations.
- Submission to or rejection of such conduct by an individual is used as the basis for employment, business, or professional decisions affecting such individual, or affecting professional relations.
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or business or professional relations.

Specific examples of prohibited conduct which constitute sexual harassment include:

- Verbal: sexual innuendoes, suggestive or insulting comments or sounds, jokes or teasing of a sexual nature, sexual propositions or threats, continued expression of personal interest after being informed the interest is unwelcome.
- Visual: sexually suggestive objects, pictures, or letters; leering, whistling, or obscene gestures.
- Physical: unwanted physical contact, including touching, pinching, brushing the body, or impeding or blocking movement.

Sexual harassment is not limited to conduct based on sexual attraction. It includes any hostile or offensive conduct directed at another person because of his or her sex, including conduct involving members of the same sex, regardless of their sexual orientation.

Sexual harassment is illegal. Both supervisors and non-supervisors must refrain from impermissible conduct. Everyone shares in the obligation not to engage in offensive touching, sexual remarks, etc. Any manager or supervisor who is made aware of a complaint of harassment and fails to take action will be subject to disciplinary action, which may include termination. Managers or supervisors must report any claim of harassment to the Harassment Investigator (see below).

Additional Prohibited Behavior

Under no circumstances may Institute managers pursue sexual relationships, even consensual ones, with people they supervise. Under no circumstances may Institute employees pursue sexual relationships, even consensual ones, with students, parents or other relatives of students, or vendors.

Other Types of Harassment Defined

The Institute is committed to maintaining a work environment free of discrimination or harassment based upon race, color, religion, ancestry, national origin, age, sex, pregnancy or childbirth, medical condition related to pregnancy or childbirth, marital status, medical condition, physical or mental disability, sexual orientation, veteran status, or other protected categories. Harassment includes verbal, physical, and visual conduct that creates an intimidating, offensive, or hostile working environment, or that interferes with work performance.

Some examples include:

- Verbal: epithets, slurs, jokes, or other derogatory comments or gestures;
- Visual: posting of offensive statements, posters, drawings or cartoons;
- Physical: physical interference with normal work or movement; or other similar conduct.

Violations of this policy will not be tolerated. Anyone engaging in such activity is acting beyond the scope of any authority they may have from the company. Any manager or supervisor who is made aware of a complaint of harassment or discrimination and fails to take action will be subject to disciplinary action.

Internal Complaint Process for Harassment Issues

The Institute is committed to promptly, discreetly, and effectively investigating and resolving all complaints of sexual or other types of harassment. Employees must promptly report any incident of work-related harassment to their supervisor or to any other member of management. Any employee who receives complaints from another employee or vendor, or who observes harassing conduct, must also notify his or her supervisor or another manager immediately.

Alternatively, if the employee is uncomfortable talking with his or her supervisor or another manager, or if he or she has a complaint to bring against his or her supervisor, the employee may report a complaint directly to our Harassment Investigator. Please ask the Chief Operating Officer (x8130) for the assigned Harassment Investigator. The Harassment Investigator will serve as fact finder and attempt to resolve the matter. He or she is authorized to conduct the necessary investigation.

If it is determined that harassment has occurred in violation of this policy, effective remedial action will be taken, consistent with the circumstances involved. An employee determined by management to have engaged in improper harassment will be subject to serious disciplinary action, up to and including termination.

Work-related harassment by suppliers, vendors, students, or parents, or other persons not employed by the Institute will be dealt with to the fullest extent practicable. The remedial action taken by management will be made known to the complaining employee.

The Institute will try to keep all disclosures confidential. We are obligated, however, to conduct an investigation to find out what happened, to implement whatever changes are necessary, and, where appropriate, to reprimand or discipline employees. This obligation exceeds in importance

any obligation we may have to keep confidentiality, and we therefore cannot promise that we will be able to maintain complete confidentiality.

Outside Complaint Process for Discrimination or Sexual Harassment Issues

In addition to filing an internal complaint, employees may also file a complaint directly with either state or federal officials. The appropriate federal agency is the Equal Employment Opportunity Commission. Each state in which we have an office also investigates complaints of sexual harassment.

To begin the agency complaint process, an employee calls or visits the federal or state agency of choice. If the agency decides to pursue the complaint further, it conducts its own investigation into the harassment allegations.

To be automatically connected with the nearest EEOC field office, call 1-800-669-4000 or 1-800-669-6820 (TTY).

Protection Against Retaliation

The Institute will not retaliate in any way against any employee for filing a complaint of discrimination or harassment, whether internally or with an outside agency, or against any employee who assists or cooperates in the investigation of such a complaint. Employees will not be disciplined, terminated, or otherwise punished for raising a complaint in good faith. Protection from retaliation is an integral part of the Institute's harassment policy and is secured by law.

Anyone who engages in any such retaliation is subject to discipline, up to and including termination.

Attendance Standards

Regular attendance is an essential condition of employment at the Institute. Absenteeism or tardiness, regardless of the reason, is a serious matter and, where warranted in management's judgment, will result in termination. Excessive absenteeism includes:

- more than two days' unscheduled absence within a 90-day period;
- more than five days' unscheduled absence within a 12-month period;
- failure to return as scheduled from vacation or leave of absence;
- reporting to work late more than twice in a one-month period.

Employees who are unable to report for work or will be late must call and personally speak with their supervisor as far in advance of the starting time as possible. Voice mail messages are not adequate. Employees must speak to their supervisor early enough to permit arrangements to be made to cover for an absence. Employees must state the reason for the absence or tardiness and indicate a probable arrival time or date when they will return. Asking another employee, friend, or family member to make the call is not acceptable, except under emergency conditions. Employees who want to leave work early must ask the permission of their supervisor beforehand. Last minute exceptions will not be granted except under exceptional conditions.

Generally, the only acceptable reasons for unscheduled absences are illness and family emergencies. Abuse of this policy is grounds for discipline. Specifically, falsely reporting emergencies is grounds for termination.

The Institute will not discipline an employee for any instances of absenteeism or tardiness that are protected by applicable law, so long as the employee provided the required notification of the illness or other protected purpose for the absence in accordance with company policy.

Solicitation and Distribution

No solicitation or distribution of literature for a solicitation purpose is permitted via Institute computer networks by employees or non-employees. Persons not employed by the Institute may not solicit or distribute literature on Institute property for any purpose at any time without the express authorization of management. Employees of the Institute may not solicit other employees for any reason during their working time (or the working time of the person being solicited) and may not circulate, distribute or post notices or other written material of any kind during working time or in working areas. This rule applies to all literature, products, services, employment opportunities, and charities.

“Working time” is when an employee should be performing his/her job duties. It includes all time that an employee is scheduled to work, excluding meal periods, rest periods, or time before or after the shift.

Alcohol and Drugs

Drinking of alcohol, possession, use, offer for sale, purchase, distribution, or being under the influence of illegal or controlled substances, on Institute premises or at any time while on the job, is strictly prohibited.

Violation of these rules and standards of conduct will not be tolerated and will result in immediate termination. The Institute may also bring this matter to the attention of appropriate law enforcement authorities.

Use of alcohol, drugs, or controlled substances, whether on or off the job, can severely impair an employee’s work performance, efficiency, safety, and health and therefore adversely affect the employee’s value to the Institute.

The Institute is not obligated to continue to employ any person whose performance of essential job duties is impaired because of alcohol or drug use. Nor is the Institute obligated to re-employ any person who has participated in treatment and/or rehabilitation if that person’s job performance remains impaired as a result of dependency.

To the extent any applicable law or regulation protects the off-duty use of marijuana or cannabis, whether for medicinal or recreational purposes, the Institute will comply with the requirements of such a law, provided that employees are not in any way impaired by marijuana or cannabis while working, either at home or on the Institute’s premises.

Prescription Drugs

Any employee who is using prescription or over-the-counter drugs that may impair the employee's ability to safely perform his or her job, or affect the safety or well-being of others, must notify management of such use before starting or resuming work.

Telephone, Facsimile, and Computer Systems - Privacy Issues

The Institute's telephone, fax, and computer systems are intended solely for business use. In keeping with this intention, the Institute may monitor and/or record telephone calls, faxes, voice messages, instant messages/chats, computer files, websites visited, and emails made on its systems. Although voicemail, email, and computers are password protected, an authorized administrator may reset these passwords and gain access to these systems. Employees should not assume that files, web usage or messages on Institute equipment are confidential.

Use of Equipment and Property

Institute faxes, copiers, postage meters, and other business equipment and property are not for personal use.

Institute telephones are not to be used for personal calls, with the following exceptions:

- 1) Personal calls of about one minute in duration, to confirm an appointment or dinner arrangement, etc. These calls are permitted during meal breaks and rest breaks.
- 2) Emergencies.

The company's name and letterhead may only be used for explicitly-authorized Institute business and must not be used for personal correspondence.

Institute software subscriptions, licenses, accounts, or other services are intended solely for business use, and should not be used by employees for any purpose unrelated to Institute operations.

The Internet

The Institute provides authorized employees access to the Internet. This may include access from a company-controlled location or access to our virtual private network (VPN) from a remote location. The Institute expects that employees will use these services in a responsible way and for business-related purposes. Employees are not permitted to use the Institute's computers to access, download, or contribute to the following:

- 1) gross, indecent, or sexually-oriented materials
- 2) gambling sites and games;
- 3) social networks; or
- 4) bandwidth-heavy sites (e.g. video/audio streaming sites such as Netflix or Pandora)

Software Code of Ethics

Unauthorized duplication of copyrighted computer software violates the law and is contrary to the Institute's standards of conduct. We disapprove of such copying and recognize the following principles as a basis for preventing its occurrence:

- 1) We will neither engage in nor tolerate the making or using of unauthorized software copies under any circumstances.
- 2) We will provide legally acquired software to meet the legitimate software needs in a timely fashion and in sufficient quantities for all our computers.
- 3) We will comply with all license or purchase terms regulating the use of any software we acquire or use.
- 4) We will enforce reasonable internal controls to prevent the making or using of unauthorized software copies, including effective measures to verify compliance with these standards and appropriate disciplinary measures for violation of these standards.

Smoking

Smoking by employees at Institute-controlled locations is governed by applicable law. In general, smoking is prohibited inside all Company facilities and locations.

Dress Code

The Institute's dress code balances the recognition that most employees work remotely with the understanding that any employee, at any time, may be part of a scheduled or unscheduled video meeting with Institute colleagues and that some employees will also be in video meetings with Institute customers, partners, and vendors. The Institute's dress code applies to all employees, regardless of their length of employment, responsibilities, or work location. Revealing clothing of any kind and excessive visible body piercing are in violation of this policy for any kind of work at any time. Violations of this dress code are subject to discipline. If there are any questions regarding what is or is not considered appropriate dress, employees should ask their supervisor.

Dress code for in-person work

Employees shall wear appropriate professional attire, specifically: dress shirts/blouses, sweaters, coats, slacks/dresses, and formal shoes. Neckties are not required.

Dress code for remote work on days with scheduled video meetings:

Employees shall wear professional attire as seen on camera, specifically: dress shirts/blouses, sweaters, or coats; slacks/dresses if they will be displayed or potentially displayed on camera. Neckties are not required.

Dress code for remote work on days without scheduled video meetings:

Employees may wear casual attire; however, in recognition that any employee may be asked to join an unscheduled video call at any time, chosen casual attire must be so clean and in good condition, and must not display any words or images that are or might be considered offensive to others. T-shirts and jeans may be acceptable if they meet the other stated criteria.

Complaint Resolution Procedures

If a misunderstanding or problem occurs, it is the employee's responsibility to bring the matter to the attention of his or her superior or department head as soon as possible. All employees are required to read and sign the Institute's Mutual Agreement to Arbitrate Claims document.

Compliance with Applicable Laws

Various federal, state, and local employment laws and ordinances touch on certain of the policies contained in this Manual, or contain additional requirements not addressed in the Manual. It is the Institute's policy to comply with all applicable employment laws and regulations. If any provision in this Manual conflicts with an applicable law or ordinance, the requirements of the law will take precedence.

VII. POLICY CHANGES

It is inevitable that new policies will need to be formulated from time to time and old policies will need to be revised. While we reserve the right to make these changes without notice, we will strive to advise employees on a timely basis of any changes affecting one's employment. As stated earlier in the manual, our "at will" employment policy can be changed only in writing.

We have attempted to be as comprehensive as possible in preparing this manual. However, this document cannot possibly cover all situations that may arise. Should further information be needed, or if you would like to discuss any policies in the manual, you should feel free to speak to your supervisor or department head.

EMPLOYEE MANUAL RECEIPT AND ACKNOWLEDGMENT FORM

REVISED JANUARY 2023

In signing this acknowledgment, I confirm that I have read or will read the entire contents of this Employee Manual and agree to abide by the policies contained therein. I understand that the Institute is an at-will employer as described under the heading *At-Will Employment Relationship* in Section II.

Employee Signature

Date