



SPEECH, LANGUAGE and EDUCATIONAL ASSOCIATES, Inc.

EMPLOYEE HANDBOOK

July 2017

Notice of Proprietary Information

This Handbook is the property of Speech Language & Educational Associates, Inc., (SLEA). The information contained herein is proprietary to this Company and may not be copied or reproduced without the express written permission of the Company's President. This Handbook has been prepared for the express use of personnel employed by SLEA.

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Section I
About Your Company

ABOUT YOUR COMPANY

Speech, Language and Educational Associates, Inc. (“SLEA” or the “Company”), is a private practice, as well as a licensed non-public agency certified by the California Department of Education. Founded by Helen Sherman-Wade in 1983, we provide speech therapy, language education and behavioral and educational services to such health and educational organizations as: Kaiser Permanente Hospitals, Los Angeles County School Districts, Los Angeles Unified School District, and numerous Head Start State Preschool programs, preschools, elementary and secondary schools.

Our belief is that understanding, speaking, reading and writing development are interrelated and hierarchical in their development.

Individuals first develop understanding and speaking abilities. Once understanding and speaking have emerged, an individual is ready to learn to read and write.

Underlying the abilities of understanding, speaking, reading and writing is the ability of the human brain to process information both in the auditory and in the visual spheres.

Speech, Language and Educational Associates have an experienced and qualified team of over 200 well-trained Speech-Language Pathologists, Educational Therapists, Child Development Specialists, Behaviorists, Psychologists, Social Workers, Physical and Occupational Therapists who understand the skills needed in order for individual to communicate, socialize and succeed in an academic environment. We provide speech and language evaluations and therapy, auditory processing evaluations and therapy, educational evaluations and therapy, developmental evaluations and therapy, and child development services. We assess speech problems, language disorders, learning difficulties, parent and infant early intervention, voice, stuttering, adult neurological services, myofunctional swallowing disorders and accent reduction.

Services are provided individually and in groups. We identify a treatment plan that is workable for each special individual and implement the plan in the home, hospital, school or office setting. We believe that family involvement is critical to a child’s improvement. Parents are always encouraged to participate in the delivery of services. We work with families to understand and improve their child’s difficulties.

We provide assessment and intervention to the pediatric population as well as to adults. Our staff includes speakers of English, Spanish, Hebrew, Armenian, Farsi, Arabic, Yiddish, and Greek. We work in our offices, in schools and in the home environments.

We are proud of our well-regarded reputation as a provider of quality professional services in the greater Los Angeles area.

We enjoy what we do and it shows!

ABOUT THIS HANDBOOK

The Human Resources policies of Speech, Language and Educational Associates, Inc. (“SLEA” or “the Company”), are outlined on the pages that follow. Understanding these policies will help you in your present position and throughout your career with the Company. We recommend keeping your handbook readily accessible as a useful reference guide. From time to time, as policies change, you will receive pages to update your handbook. It is to your advantage not only to maintain a current handbook, but also to fully understand changes to the Human Resources policies. The Policy Handbook was compiled and distributed for use by employees of SLEA only.

All benefit plans referred to in this Handbook may be further defined in legal documents, including insurance contracts, official plan texts, and trust agreements. Should any question ever arise about the nature and extent of the benefit plans, the formal language of the plan documents and not the informal wording of this Handbook must necessarily govern.

It is obviously not possible to anticipate every situation that may arise in the workplace or to provide information that answers every question. Other than the "at-will" policy, the company reserves the right to change, rescind, revise, or add to any policies, benefits, or practices described in the handbook from time to time, at its sole and absolute discretion, with or without prior notice, but will ensure that all changes are communicated to our employees. The information in this employee handbook supersedes and replaces all previous personnel policies, procedures, benefits, and rules of conduct.

Please remember that the employment relationship is "at-will," and that either the employee or the Company can terminate the employment relationship with or without cause and with or without prior notice. No manager has the authority to change this policy. Only the Executive Director has the authority to change or modify the "at-will" status of employees, and only in writing.

Other than the "at-will" policy, the Company may change, rescind or add to any policies, benefits, or practices described in the handbook from time to time, at its sole and absolute discretion, with or without prior notice, but will ensure that all changes are communicated to our employees. The information in this employee handbook supersedes and replaces all previous personnel policies, procedures, benefits, and rules of conduct.

IMMIGRATION LAW COMPLIANCE

The Company is committed to full compliance with the federal immigration laws and will not knowingly hire or continue to employ anyone who does not have the legal right to work in the United States. At the time of initial hire, employees must provide proof of their legal right to work in the United States within three days of their date of hire. If the required proof is not provided, we will terminate the employee as required by law. The Company is responsible for notifying employees in advance of an expiring work authorization of their need to obtain new work authorization permission. As an ongoing condition of employment, you will be required to provide documentation verifying your identity and legal authority to work in the United States.

Employees who were hired with documentation indicating an expiration date to their work authorization period, must provide appropriate new work authorization permission prior to the expiration date. Failure to provide evidence of renewal or eligibility to continue to work in the United States will result in termination. As an ongoing condition of employment, you will be required to provide documentation verifying your identity and legal authority to work in the United States.

EQUAL EMPLOYMENT OPPORTUNITY

The Company is committed to equal employment opportunity for all qualified persons, without regard to race, color, national origin, ancestry, sex, religion, creed, age, mental or physical disability, veteran status, medical condition (including pregnancy, childbirth and related medical conditions), marital status, registered domestic partner, citizenship, sexual orientation, genetic characteristics gender orientation, gender identification, genetic characteristics or any other consideration based on applicable law. It also prohibits unlawful 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. This applies to all employment practices, including recruitment, hiring, company benefits, promotions, demotions, transfers, training, disciplinary action, and termination.

The Company also makes reasonable accommodations for disabled employees and applicants, unless to do so would create an undue hardship. Any applicant or employee who requests an accommodation in order to perform the essential functions of the job should contact the Executive Director and request such accommodation.

We expect all employees to show respect and sensitivity towards all other employees, independent contractors, and clients, and to demonstrate a commitment to the Company's equal opportunity objectives. If you observe a violation of this policy, you should report it immediately to your supervisor or the Executive Director. Violation of this policy may result in disciplinary action, up to and including possible termination.

OPEN COMMUNICATION

All management personnel at SLEA have an open door for you to come to them and discuss any job concerns. You have the right to deal directly with management regarding company policies, job assignments, working conditions, or any other concern that may affect your performance and relationship with the Company. Staff are required to follow the proper chain of command protocol to address questions and concerns. See Page 49 for more information.

You are not required to utilize any other person or organization to represent you in any question, discussion or complaint regarding your employment at SLEA. Your supervisor and any of the Company's management are here to answer your questions and work with you in all matters for the best interests of you and the Company. You have the right, and management encourages you, to bring business concerns to their attention. Management desires to aid and assist you, whenever possible, in the resolution of your concerns.

AT-WILL EMPLOYMENT

It must be remembered that SLEA employs its employees "at-will," which permits the Company to change the terms and conditions of employment with or without notice, with or without cause, including, but not limited to termination, demotion, promotion, transfer, compensation, benefits, duties, and location of work. There is no agreement, expressed or implied, between the Company and the employee for continuing their long-term employment. While supervisors have certain hiring authority, no one other than the Executive Director has any authority to alter the "at-will" relationship. Any such agreement must be in writing and signed by the Executive Director and the employee. This represents an integrated agreement with respect to the "at-will" nature of the employment relationship and that there are no oral, collateral, or written agreements to the contrary.

CONFLICT OF INTEREST

All employees must avoid situations involving actual conflict of interest, the appearance of a conflict of interest, or the potential for a conflict of interest. Personal or romantic involvement with a competitor, supplier or subordinate employee of the Company, which impairs an employee's ability to exercise good judgment on behalf of the Company, creates an actual or potential conflict of interest.

Employees are responsible to bring such relationships to the attention of the Executive Director so that it may be determined if a conflict of interest exists.

OUTSIDE ACTIVITIES

Outside employment is permissible as long as it does not have an adverse effect on, or create a conflict of interest with the Company. Employees must inform the Executive Director when they have secured outside employment so that a determination can be made if a conflict of interest exists.

SLEA asks that the employee think seriously about the effects that such extra work may have on the limits of his/her endurance, overall personal health and effectiveness with the Company.

SLEA will hold all employees to the same standard of performance and scheduling demands, and cannot make exceptions for full-time employees who also hold outside jobs.

NO CLIENT SOLICITATION POLICY

As an employee of SLEA, you represent SLEA when servicing an SLEA client. Employees, former employees, contractors, and former contractors must not utilize SLEA business or operations information or client information for personal profit or advantage. Employees must not solicit SLEA clients or compete with SLEA while employed by SLEA, or for up to one (1) year after termination. Employees may not divert or attempt to divert from SLEA any business of any kind in which SLEA is engaged, including, without limitation, the solicitation of or interference with any of its suppliers, vendors or current or target clients, solicit, induce, recruit encourage any person employed by SLEA to leave their employment or otherwise reduce the services provide

by such employee to SLEA, induce or attempt to induce any individual to violate the provisions of this policy.

BUSINESS ETHICS AND CONDUCT

The successful business operation and reputation of our company is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of our company is dependent upon our customer's trust and we are dedicated to preserving that trust. Employees owe a duty to our company and its clients to act in a way that will merit the continued trust and confidence of the public.

SLEA will comply with all applicable laws and regulations and expects its employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed directly with the Executive Director.

Compliance with this policy of business ethics and conduct is the responsibility of every employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

This same level of professionalism and confidentiality is highly encouraged for employees to maintain regarding work performance, evaluations, salary increases, co-workers, employee relations matters, and company operations. Violation of this policy may result in disciplinary action, including termination.

POLICY AGAINST HARASSMENT

SLEA does not tolerate unlawful harassment of any of our employees, supervisors, interns, vendors, volunteers, clients, suppliers or independent contractors. SLEA will take all reasonable steps to prevent unlawful harassment from occurring. In addition to prohibiting other forms of unlawful discrimination, SLEA maintains a strict policy prohibiting harassment and or discrimination because of race, ancestry, color, religious creed, national origin, marital status, sex, sexual orientation, gender, gender identity, gender expression, disability (physical or mental issues including HIV/AIDS diagnoses), pregnancy, medical condition, age, military or veteran status, and any other basis protected by applicable federal, state, and local law. All such harassment is prohibited.

Sexual Harassment is defined under the law as unwanted sexual advances, requests for sexual favors, or visual, verbal, or physical conduct of a sexual nature when: 1. Submission to such

conduct is made a term or condition of employment; or 2. Submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or 3. Such conduct has the purpose or effect of reasonably interfering with an employee work performance or creating an intimidating hostile, or offensive working environment.

In addition to the above listed conduct, "sexual harassment" can also include the following examples of unacceptable behavior:

- Unwanted sexual advances.
- Offering an employment benefit in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct, such as leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.
- Improper language such as making or using derogatory comments, epithets, slurs, sexually explicit jokes, comments about an employee's body or dress, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Verbal sexual advances, propositions or requests.
- Physical conduct, such as touching, assault, impeding or blocking movements.
- Retaliation for reporting harassment or threatening to report harassment.

SLEA prohibits abusive conduct in the workplace ("bullying"): conduct of an employee in the workplace that is malicious, hostile and/or offensive, that a **reasonable person** would find unrelated to the agency's business interest. Such banned behavior would include, but not limited to: repeated infliction of verbal abuse such as insults or epithets, or verbal or physical conduct that a reasonable person would find threatening, intimidating or humiliating, or the gratuitous sabotage or undermining of a person's work performance. Sexual harassment is unlawful whether it involves coworker harassment, harassment, harassment by a supervisor or manager, or by persons doing business with or for SLEA.

SLEA Complaint Procedure provides for an immediate, thorough, and objective investigation of any sexual or other harassment claim, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies to any victims of illegal harassment or discrimination. Employees who believe in good faith that they have been harassment on the job, should provide a written or verbal complaint to SLEA's Director of Human Resources or the CEO as soon as possible. The complaint should include details of the incident(s), names of individuals involved, and the names of witnesses. Supervisors and managers must immediately refer all harassment complaints to Human Resource Director.

All reported incidents of sexual or other harassment will be investigated timely and impartially by a qualified person(s). Human Resources will immediately undertake or direct a fair, timely, impartial and thorough investigation of the matter by qualified personnel that provides all parties appropriate due process and will reach a reasonable conclusion based on the evidence collected. The agency

will maintain confidentiality during the investigation to the extent possible. The agency will document and track progress of the investigation. After reviewing all the evidence, SLEA will make a determination concerning whether reasonable grounds exist to believe that harassment has occurred. Any findings of the investigation will be timely communicated to the employees who complained and to the accused harasser.

If SLEA determines that sexual or other prohibited harassment has occurred, then SLEA will take timely and effective remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, then appropriate disciplinary action, up to and including termination, will be taken. SLEA will communicate to the complainant that action has been taken to stop the harassment from recurring.

Employee's Duty to Disclose Benefits Received

No supervisor, manager, or officer of the agency is authorized to make the receipt or denial or any benefits, compensation, or other term or condition of employment conditional on an employee's complying with any sexual demand. To the contrary, all employees are instructed to refuse such demands and report them promptly to Human Resource Director or CEO. Any employee who is found to have obtained any benefits from SLEA because he or she submitted to an unreported sexual demand will be disciplined appropriately, including but not limited to, reimbursement for the value of benefits received.

Liability for Sexual or Other Harassment

Any employee of SLEA who is found to have engaged in unlawful harassment is subject to disciplinary action, up to and including termination from employment.

False Claims of Harassment

False claims will **not** be tolerated. Any employee who makes a false claim of harassment will be subject to disciplinary action, up to and including termination.

USDA Nondiscrimination Statement

The US Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or if all or part of an individual income is derived from any public assistance program, or protected genetic information in employment or in any program activity conducted or funded by the Department. To file a complaint of discrimination, contact the USDA at (866) 632-9992. The USDA is an equal opportunity provider and employer.

Anti-Retaliation Policy

In accordance with applicable law, SLEA prohibits retaliation against any employee because of the employee's opposition to a practice that the employee reasonably believes to constitute employment discrimination or an employee's participation in a discrimination investigation. Any retaliatory adverse action because of such opposition or participation is unlawful and will not be tolerated.

SLEA's Complaint Procedure for Retaliation

If an employee believes that he or she has been retaliated against because of an opposition to an employment practice that the employee reasonably believes to be discriminatory, or because of the employee's participation in an investigation then the employee should provide a written or verbal complaint to Human Resource Director or CEO as soon as possible. The complaint should include details of the incident(s), names of individuals involved, documentary evidence and the names of witnesses. SLEA complain procedures provides for an immediate, thorough, and objective investigation of any claims of unlawful retaliation because of opposition to alleged discrimination or participation in an investigation. The investigation will be completed and a determination will be communicated to the employee who complained and to the person being accused of retaliation.

If SLEA determines that an individual has suffered adverse action in retaliation for opposition to alleged employment discrimination or participation in a proceeding related to alleged employment discrimination, then SLEA will take effective remedial action appropriate to the circumstances. SLEA will also take action to deter any future retaliation. If a complaint is substantiated, then appropriate action, up to and including termination will be taken.

Section II

Your Pay Practices and Work Hours

CLASSIFICATION OF EMPLOYEES

The Company classifies employees in a number of different ways, as follows:

Professional Staff – Licensed and/or Credentials:

Ex: Speech Pathologists, Educational Consultants, Occupational Therapist, BCBA, BID, SLPA.

Full-Time Regular Employee – you are considered to be a full-time regular employee if you are regularly scheduled to work a minimum of forty (40) hours per week.

Part-Time Employee – you are considered to be a part-time employee if you are regularly scheduled to work less than forty (40) hours per week. Generally speaking, part-time employees are not eligible for company-paid insurance benefits, unless part time staff reach a minimum of 30 hours per week consistently during the given “Measuring Period” as determined by the company. Employment status are addressed on a case to case bases.

Technical Support Staff – Non- Office or Administrative Support Staff:

Ex: Behaviorist (BII), Head Start Preschool-Kindergarten Support and Child Development Specialist.

Part-Time Employee – you are considered to be a part-time employee if you are regularly scheduled to work less than forty (40) hours per week. Generally speaking, part-time employees are not eligible for company-paid insurance benefits, unless part time staff reaches a minimum of 30 hours per week consistently during the given “Measuring Period” as determined by the company.

Office and Administrative Staff – General office and administrative support team, Non-Professional or Non-Technical Support Staff:

Ex: Front desk, Scheduling Coordinators, Billing Coordinators, Insurance Billing Specialists.

Full-Time Regular Employee – you are considered to be a full-time regular employee if you are regularly scheduled to work a minimum of forty (40) hours per week.

Part-Time Employee – you are considered to be a part-time employee if you are regularly scheduled to work less than forty (40) hours per week. Generally speaking, part-time employees are not eligible for company-paid insurance benefits, unless part time staff reaches a minimum of 30 hours per week consistently during the given “Measuring Period” as determined by the company.

Benefits Eligibility (Full-Time Status): The insurance benefit classification is eligible for company-paid benefits if staff reach a minimum of 30 hours per week consistently during the given “Measuring Period” as determined by the company.

New Hires: Benefits effective date is 1st of the month following sixty (60) days of continuous service.

Existing Staff: The Company may waive the standard service requirement waiting-period of sixty (60) days of continuous service for staff members that have already meet or exceeded the threshold or if they are eligible under the “life-changing event” criteria.

Non-exempt Employee- non-exempt employees are eligible to receive overtime pay, if applicable, in accordance with the provisions of state and federal law.

Exempt Employee – exempt employees are primarily engaged in work that is executive, professional or administrative in nature. Exempt employees are not covered by the overtime provisions of state and federal law and are therefore not eligible for overtime pay.

Independent contractors– are not “employees” of the Company and therefore, are not eligible for benefits including sick, vacation time, holiday pay, or insurance. The agreements between the Company and the Independent contractors are on a case by case bases and will be governed as such unless changes are made by the Executive Director.

INTRODUCTORY PERIOD

Your first ninety (90) days of employment are an introductory period. During this *“get acquainted”* time, your employment may be terminated with or without cause or notice.

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 SLEA. Your cooperation and assistance in performing such additional work is expected and appreciated.

During this same period, we will have the opportunity to observe your skills, abilities, attitude and potential. The Company reserves the right to extend the Introductory Period for up to an additional ninety (90) calendar days of any employee who the Company feels can be successful with some additional training, or has not successfully completed the first ninety (90) day calendar period. At the end of approximately ninety (90) days, you may receive a written performance evaluation to let you know how you are doing.

This Introductory Period does not alter the “at-will” status of employees. SLEA 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.

TIMEKEEPING

Non-exempt employees are required to mark their timesheet “in and out” each day at the beginning of the shift, before and after a meal period, and at the end of the workday. Do not mark your time sheet until you are ready to report to your workstation, and do not mark the timesheet of another employee or knowingly allow someone else to mark the timesheet. You may not work overtime unless your supervisor has approved it in advance, and if a change or correction is made on your

timecard, it must be initialed by both you and your supervisor.

Your signature on the timecard indicates that the time recorded is accurate. It also confirms that you have taken your lunch and breaks for each day worked in the pay period in accordance with company policies. Your supervisor will sign the timecard at the end of the pay period.

Exempt employees do not clock in and out. They will keep an attendance log to reflect days taken for vacation, sick leave, and other whole day absences such as jury duty or if applicable, billable time for client services or projects.

Violations of this policy may result in disciplinary action, up to and including possible termination.

WORK SCHEDULES

The office staff work Monday through Friday with our core hours being from 9:00 AM to 6:00 PM. Schedules will be set to ensure appropriate coverage and timely completion of job tasks.

If there are any questions or if a change in schedule needs to be requested, please contact your direct supervisor and the executive team. SLEA will consider requests of schedule changes but please note that requests may be denied based on operational needs.

For professional and technical staff, work schedules are based on the particular school assigned and your job placement. The assignments vary according to the contract and schedules determined according to business needs. You are expected to be at your workplace fifteen (15) minutes before contact with the client, so that you have time to set up for your work day.

Expectations of productivity for Professional Staff: Consult with department director for details.

BREAK AND MEAL PERIODS

Non-exempt employees who work more than five (5) hours in a workday will receive an unpaid meal period of at least thirty (30) minutes uninterrupted. It is against agency policy for an employee to perform work during meal or rest periods. The meal period must commence by the start of the fifth hour of work. However, employees who do not work more than six (6) hours in a workday may voluntarily agree to waive, in writing, their right to a meal period.

Non-exempt employees who work (8) hours in a work day are entitled two paid 10-minute rest periods every four hours worked. Rest periods may not be added to the lunch period or used to shorten the work day. Employees are expected and encouraged to take all breaks and meal periods and be fully relieved of duty during those times. Contact your supervisor if you have any questions regarding your assigned break periods. Disciplinary action will be enforced for staff that do not honor the state laws and company expectations regarding breaks.

WORKDAY AND WORKWEEK

The standard workweek begins at 12:01a.m. on each Sunday and ends at midnight on the following Saturday.

PAY PERIOD AND PAY DAY

Each month is divided into two (2) pay cycles. The first pay cycle includes the first fifteen days of the month. The second pay cycle includes the sixteenth day of the month through the last day of the month. Employees are generally paid on the 10th and the 26th of the month.

Office employees' hours must be reported promptly and accurately on the first day following the pay cycle worked so that paychecks can be correctly prepared and distributed on schedule.

Professional and technical support staff must submit their billings for the month just ended by the 1st of the following month. Payroll timesheets for the pay period should be submitted on or before the first business day (1st and the 16th) after the end of a pay period.

PAYROLL DEDUCTIONS

Deductions will be made as required by state and federal law. These taxes include, but not limited to: Social Security, Medicare, State Disability insurance, state income tax and federal income tax. The Company complies with applicable state and federal laws regarding the garnishment and assignment of wages. Any other deductions, such as Health Insurance contributions may be made if authorized by you in writing.

Each one of your paycheck stubs will itemize amounts that have been withheld. It is important that you keep this information for tax purposes. If you have any questions about your deductions, please contact the Human Resources Department.

AUTOMATIC DIRECT DEPOSIT

Speech, Language and Educational Associates requires automatic payroll deposit for all employees. Exceptions may be made for unusual circumstances at the direction of Executive Director. To begin automatic payroll deposit, you must complete a form (available from the Human Resources department) and return it to HR at least 10 days before the pay period for which you would like the service to begin. You should carefully monitor your payroll deposit statements for the first two pay periods after the service begins.

DEDUCTIONS FOR EXEMPT EMPLOYEES

Employees paid on a "salary basis" regularly receive a predetermined amount of compensation each pay period. Subject to the exceptions listed below, exempt employees will receive full salary for any workweek in which they perform any work, regardless of the number of days or hours worked. Exempt employees may not be paid for any workweek in which they perform no work, subject to Speech, Language and Educational Associates benefits programs and policies.

No deductions from salary may be made for time when work is not available, provided the exempt employee is ready, willing, and able to work. Deductions from pay are permissible when an exempt employee:

- Is absent from work for one or more full days for personal reasons other than sickness or disability;
- Is absent for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy, or practice of providing full compensation for salary lost due to illness and the employee has exhausted his or her leave under this policy;
- Is absent for jury duty or military duty for a full week and performs no work during the week; or
- Works less than a full week during the initial or final week of employment;
- Partial day deductions from available accrued vacation or sick leave balances will also be made by the Company when applicable.

It is Company policy to comply with these salary basis requirements. Therefore, Speech, Language and Educational Associates prohibits all Company managers from making any improper deductions from the salaries of exempt employees. The Company wants employees to be aware of this policy and know that the Company does not allow deductions that violate federal or state law.

If you believe that an improper deduction from your salary has been made, you should immediately report this information to your direct supervisor, or to the Human Resources Manager.

Reports of improper deductions will be investigated promptly. If it is determined that an improper deduction has occurred, you will be promptly reimbursed for any improper deduction made.

GARNISHMENTS

Employees are expected to maintain their financial affairs in good order. If, however, a garnishment, tax levy and/or an order to withhold child support payments is received by SLEA, the Payroll Department will deduct the amount authorized by law from the employee's paycheck and forward such payments to the appropriate agency. SLEA must honor and fulfill all garnishments and other wage attachment orders as required by law. Should the documents be delivered to another location, the originals must be sent to Human Resources immediately (FAX/Scan/Hand Deliver) to ensure SLEA complies with the law.

OVERTIME FOR NON-EXEMPT EMPLOYEES

From time to time, hourly employees may be asked to work beyond their normally scheduled hours, or on a regularly scheduled day off. Some employees may be expected to work reasonable amounts of overtime, according to the needs of the Company. Only actual hours worked in a given workday or workweek can apply in calculating overtime. All overtime work must be previously authorized by a supervisor, under the director of Program Directors.

When hourly employees are asked to work overtime, they will receive overtime pay for any hours worked over (8) hours per day and/or over forty (40) in any workweek, in accordance with state and federal law. Non-exempt employees will be expected to work reasonable amounts of overtime, according to the needs of the Company. However, non-exempt employees may not work overtime unless their supervisor has approved it in advance. Non-exempt employees who work overtime that has not been authorized in advance will be paid for the time worked and may also be subject to disciplinary action, up to and including possible termination.

Speech, Language and Educational Associates provides compensation for all overtime hours worked by hourly employees in accordance with state and federal law as follows:

- Hours worked over (8) hours per day
- All hours worked in excess of 40 hours in one workweek will be treated as overtime. A workday begins at 12:01 a.m. and ends at midnight 24 hours later. Workweeks begin each Sunday at 12:01 a.m.;
- Compensation for hours in excess of 40 for the workweek, shall be paid at a rate of one-half times the employee's regular rate of pay;
- Compensation for hours in excess of 12 in one workday and in excess of eight on the seventh consecutive workday in a workweek shall be paid at double the regular rate of pay; and
- Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.
- Holiday, sick and vacation time cannot be used for overtime calculation

PAY FOR MANDATORY MEETINGS/TRAINING

Speech, Language and Educational Associates will pay non-exempt field support staff 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;
- Behavior Therapists will be paid minimum wage for time spent at meetings, lectures, and training programs;
- Any hours in excess of a 40 in a week will be paid at the appropriate overtime rate, at the hourly rate in effect at the time the overtime work is being performed.

CANCELLATIONS

A max number of cancellations will be paid to hourly employees. The cancellation policy varies per department. For further information on the policy, please reach out to your Program Director.

Section III

Your Benefits

GROUP INSURANCE PLANS

In order to participate in the Company's benefits, Full-Time and Part-Time employees must average 30 hours consistently per week during the given "Measuring Period" as determined by the company. The Measuring Period may be changed on an annual bases, as determined by the company, and in accordance with state and federal law.

Eligible employees are incorporated in the Company's group medical, dental, vision and insurance plans on the **1st day of the month, following sixty (60) days from date of hire.**

The Company contributes a substantial amount towards the premium costs for employee coverage and the employee is responsible for the difference. Employees may elect to enroll their eligible dependents and are responsible for the additional premium. Employee contributions to the plan are paid by payroll deduction.

Detailed information about coverage, limitations, exclusions, co-insurance amounts, deductibles, and premiums will be made available to you at the time you become eligible for coverage.

See the Executive Director or Human Resources for current information.

CONTINUATION OF BENEFITS

Under the federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and in conjunction with Cal-COBRA, employees and qualified beneficiaries are eligible to continue their medical insurance benefits at slightly higher premium rates than the Company pays for up to thirty-six (36) months if a "qualified event" occurs, as stated below.

Group medical and dental coverage can be continued when any one (1) of the following "qualified events" occur:

- Death of the covered employee;
- Termination of employment (other than for gross misconduct) or reduction of hours worked, which renders the employee ineligible for coverage;
- Divorce or legal separation;
- Employee becomes eligible for Medicare;
- A dependent child reaches the maximum age allowed under the group plan.

At the time of termination, or other qualified event, continuation information, time limits and procedures will be given to you or sent to you. SLEA must notify plan administrators of a qualifying event within thirty (30) days after an employee's death, termination, reduced hours of employment or entitlement to Medicare.

A qualified beneficiary must notify the Executive Director of a qualifying event within sixty (60) days after divorce or legal separation or a child's ceasing to be covered as a dependent under plan rules. Registered domestic partners are qualified beneficiaries under Cal-COBRA. Thus, if a

registered domestic partner was a health plan participant on the day before a qualifying event, he/she would be entitled to continuation benefits. It is **your** responsibility to maintain your benefit premiums if conversion is elected. At the conclusion of continuation of benefits under COBRA, you may convert your insurance to an individual plan by contacting the insurance carrier directly. Questions about COBRA rights should be addressed to Human Resources or the Executive Director.

401(K) PLAN

Speech, Language and Educational Associates recognizes the efforts of its employees and wishes to encourage planning for their retirement years by allowing employees who work more than 1000 hours per year (September 1st - August 31st or March 1st – February 28th) to participate in a 401(k) plan. Employees who are eligible must be at least twenty-one (21) years of age and have completed twelve (12) months of employment. Enrollment opportunities are for the payroll beginning on March 1st and September 1st each year.

Employees, other than highly compensated employees, can contribute up to the limit authorized by the Internal Revenue Code. The Company will match up to 100% of the employee's contribution up to 4% of the employee's annual salary.

WORKERS' COMPENSATION INSURANCE

All employees are automatically covered by Workers' Compensation Insurance at the time they are hired. The premiums for this coverage are paid for by the Company. The following benefits are provided to employees who sustain a work-related injury or illness: partial wage replacement for periods of disability; medical care, including medicine, hospital, doctor, X-rays, crutches, etc. and rehabilitation services, if necessary.

It is important that you report any work-related injury or illness to your supervisor as soon as it happens, regardless of how minor it may be. It is also important to get immediate and proper first aid and/or medical attention. Employees who refuse medical treatment for a work-related illness or injury may be required to acknowledge their refusal in writing. However, employees who refuse treatment will still be able to receive treatment, if necessary, in the future. Employees, who did not at the time of hire pre-designate a doctor, will at the time of injury be referred to a doctor within the Company's Medical Provider Network.

The Company may not be responsible for the payment of workers' compensation insurance benefits for any injury or illness that is not work related and which arises out of an employee's voluntary participation in an off-duty recreational, social, or athletic activity which is not part of the employee's work-related duties.

Workers' compensation fraud is illegal in California. Any person who files or contributes to the filing of a fraudulent workers' compensation claim may be subject to imprisonment in state prison for up to five years, or by fine up to \$50,000, or by both. The following are examples of illegal activities:

- filing a claim for an injury or illness that does not exist;
- pretending that an injury happened at work when it really happened off the job;
- making a false statement to support another employee's claim for workers' compensation benefits.

STATE DISABILITY INSURANCE

The Employment Development Department administers a plan that provides benefits when an employee cannot work because of an illness or injury that is not work related. Benefits are based on earnings and the first seven (7) days of your claim is a waiting period during which no benefits are payable. You can get a claim form from your doctor or any office of the Employment Development Department by telephone, letter, or in person.

STATE PAID FAMILY LEAVE INSURANCE

Paid Family Leave (PFL) is a California state-sponsored insurance program with the SDI program.

Paid Family Leave provides employees with partial wage replacement for up to six (6) weeks in any twelve-month period while absent from work for a seriously ill or injured child, parent, spouse, or domestic partner, or bonding with a minor child within one year of the birth or placement of the child in connection with foster care or adoption. The time taken to satisfy the waiting period of seven (7) days, may be taken incrementally. PFL does not create the right to a leave of absence and does not require the Company to guarantee reinstatement rights other than those mandated by law. Employees may begin to collect benefits under this program beginning July 1, 2004. PFL runs concurrent with FMLA and CFRA when applicable. Employees are required to use up to two (2) weeks any vacation and/or sick time available, before they are eligible for paid family leave insurance.

EDUCATIONAL ASSISTANCE

SLEA makes available, on a voluntary basis, approximately four (4) in-service training seminars throughout the year. These seminars, which are normally held on a Tuesday's (subject to change), and are sponsored / paid for by SLEA and are open to the public and may earn CEUs.

CONTINUED EDUCATION

Full-time employees may qualify for reimbursement for continued educational class. The maximum reimbursement cannot exceed \$300 per calendar year. Employees must request prior approval from the Executive Director and provide receipts of attendance/completion of course in order to receive reimbursement. Receipts for CEU's reimbursements must be provided within a month of completion. Any receipts submitted timely will not be reimbursed.

Supervisor Stipend (Speech Staff): Stipend verification forms must be provided within one month of the quarter completion. Any forms submitted untimely will not be reimbursed.

Section IV

Your Time Away

VACATION PAY

Vacation is a time for you to rest, relax and pursue special interests. The Company has provided paid vacation to our full-time employees as one of the many ways in which we show our appreciation for your loyalty and continued service. Vacation begins to accrue from date of hire. However, employees may not use vacation until completion of their ninety (90) day Introductory Period.

Professional Exempt Staff -- Based Upon 12 months and 24 Pay Periods

Beginning Years of Continuous Service	Accrual Rate By Monthly	Equivalent Number of Days	Maximum Cap On Accrual
1 - 9 years	6.67 hours	10	15 days
10 + years	10 hours	15	15 days

Office, Administrative Staff - Non-Exempt – Based Upon 12 months and 24 Pay Periods

Beginning Years of Continuous Service	Accrual Rate By Month	Equivalent Number of Days	Maximum Cap On Accrual
1 year	3.33 hours	5	N/A
2 to 9 years	6.67 hours	10	15 days
10 + years	10 hours	15	15 days

Every effort will be made to grant you your vacation at the time you desire. However, vacations cannot interfere with the Company operations and, therefore, must be approved by the Program Director at least thirty (30) days in advance. If a holiday occurs during your scheduled vacation, you will receive holiday pay for that day, and you will not be charged for a vacation day on the day the holiday is observed.

The maximum accrual for vacation pay is 120 hours. Once the maximum accrual has been reached, no further accrual will occur until the employee has taken vacation time off to bring the maximum below 120 hours. Vacation pay is not considered "hours worked" when computing overtime pay or vacation pay. Part-time and per-diem employees do not receive paid vacation benefits.

Staff who have exhausted vacation hours and request to take time off, will need to submit a formal request justifying the time off. Management will consider the request and will approve or deny it according to operational needs.

HOLIDAY PAY

SLEA recognizes various holidays throughout the employment year (September 1 – August 31). The holiday schedule for both the regular full time office and administrative support staff and professional staff will normally be available by August for the coming year. SLEA may add or delete holidays and revise this schedule as needed.

Full time professional employees and office and administrative support staff are paid for State and National holidays (see list below).

Eligibility - To qualify for holiday pay, non-exempt employees must complete ninety (90) days of service, you must work the scheduled workday immediately before and after the holiday. Only excused absences will be considered exceptions to this policy. While on a leave of absence, you are not eligible to receive holiday pay. Part-time and per-diem employees and independent contractors are not eligible to receive holiday pay.

After ninety (90) days of service with SLEA, will be paid for the following (10) holidays:

Martin Luther King's Birthday	Veterans Day
Presidents' Day	Thanksgiving Day
Memorial Day	Day after Thanksgiving
4 th of July	Christmas Day
Labor Day	New Year's Day

*National holidays that fall on a Saturday are paid for the day before (Friday). National holidays that fall on a Sunday and are celebrated on the following Monday, will be paid holidays.

Full-time Professional staff employees will also be paid for the following holidays:

Winter Holiday - six (6) days.

These holidays are to coincide with the school district's holidays and will be set by SLEA.

Holidays are paid between 6 to 8 hours, depending on the employee's regular schedule. For example, if the employee works only 6 hours on the day the holiday lands on, the employee will only be paid 6 hours of holiday pay. Only one (1) day of holiday pay will be paid for each holiday. The holiday pay is calculated at 100% of the employee's base hourly wage. Holiday pay is not considered "hours worked" when computing overtime pay.

SICK PAY

Sick time benefit is provided by SLEA to ensure employees receive continuation of salary in the event they are absent due to personal illness, medical appointments, or to care for immediate family member, such as an ill child or spouse. Sick time is available to be used after 90 days of hire date. Employees who have worked for more than (30) days within a year from the beginning

of employment begin accruing two hours per payroll cycle. The total accrued amount is 48 hours / 6 days a year from date of hire. After completion of 90 days of employment, employees may use their accrued sick leave as necessary. Unused Sick time does roll over to the following year to a maximum cap of seventy-two (72) hours. Once the maximum accrual has been reached, no further accrual will occur. In no case will employees receive pay in-lieu of sick leave or receive pay for unused sick leave upon leaving the Company.

DOCTOR/DENTIST APPOINTMENTS AND OTHER USES

Non-exempt employees may use paid sick leave for doctor and dentist appointments when they are unable to schedule such appointments outside of work hours. Exempt employees will not be charged sick leave time for non-excessive medical appointments. Should such appointments become excessive, the employee will be required to take the day off and use one day of sick leave. The Company may request a doctor's note for trends in excessive appointment leaves. Employees are expected to schedule doctor or dentist appointments at the beginning or end of the work day to take the least amount of time away from the job. Employees are asked to notify their supervisors of such appointments in advance, providing as much notice as possible.

FAMILY AND MEDICAL LEAVES OF ABSENCE

The Family and Medical Leave Act (FMLA) and California Family Rights Act (CFRA) provide certain employees with up to 12 weeks of unpaid, job-protected leave per year. It also requires that employee group health benefits be maintained during the leave.

FMLA and CFRA are designed to help employees balance their work and family responsibilities by allowing them to take reasonable unpaid leave for certain family and medical reasons.

FMLA and CFRA are provided for the following reasons:

- For the birth and care of the newborn child of an employee; or placement with the employee of a child for adoption or foster care;
- To take medical leave when the employee is unable to work because of a serious health condition;
- To care for an immediate family member (child, parent, spouse, registered domestic partner) with a serious health condition.

ELIGIBILITY

Employees who have completed at least one (1) year of continuous service, providing they regularly worked 1,250 hours during the 12 months prior to the start of leave, may submit a written request for a medical leave of absence, without pay, for the length of any disability, up to a maximum of 12 weeks / ninety (90) days in a one year period.

Full-time and part time employees are eligible for a family leave after completion of one year of service, Employees working less than 1,250 hours annually are not eligible for family leaves of absence. Employees eligible for CFRA leave shall upon the granting of the leave request receive a written guarantee of the same or comparable employment from CLARE upon the termination of the leave.

Family leaves are requested in writing, submitted to the manager or supervisor for review, and forwarded to Human Resources. Human Resources will then discuss all policies relating to the leave with the employee. Employees are requested to provide reasonable advance notice of their need for a family and medical leave.

Employees must present a physician's written statement that certifies the need for the leave and estimates the length of time the employee will be unable to work due to the disability. If you are granted a leave, the employee is entitled to use any accrued sick or vacation time during the leave period. Time off requests will need to be submitted to HR dept. prior to leave.

Although the Company is not able to guarantee reinstatement in all cases, employees on medical leave who return to work immediately following the end of an approved leave with a physician's written release verifying that they are able to safely perform their duties will normally be returned to their former job and classification held immediately prior to their leave or, if that position has been eliminated or a lay-off occurs, a comparable position will be offered, if one is available.

If the need for a family and medical leave of absence is foreseeable, employees must submit their request at least thirty (30) days in advance. Requests for family and medical leaves will normally be granted by the Company based on the facts and circumstances surrounding each individual request. If granted, employees will be given written notice designating the leave as a family and medical leave of absence, as well as notice of their rights and obligations during the leave. Requests for family medical leave to care for a child, parent, or spouse with a serious illness/health condition, or an employee with a serious illness/health condition, must be accompanied by a health provider's written statement that certifies the need for the leave and estimates the length of time the employee will be unable to work due to the serious illness/health condition.

If you take FMLA leave and are eligible under the federal or state family and medical leave laws, SLEA will maintain group health insurance coverage for up to a maximum of twelve (12) workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. SLEA will provide information on premium costs to continue insurance coverage and when payments are due to ensure continued coverage. The Company will request the premium difference prior to going on leave to ensure employee portion is paid for upfront. It's recommended to provide a post-dated checks for the 3 month FMLA period. The Company may recover premiums it paid to maintain health coverage for you if you fail to return to work following FMLA leave, or if you have not paid the co-pay for insurance. If you are on FMLA leave and are not eligible for continued paid coverage, or when paid coverage ceases after twelve (12) workweeks, you may continue your group health insurance coverage through SLEA in conjunction with COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium.

Employees on family and medical may elect, to use accrued vacation and/or sick pay benefits. Paid benefits and unpaid time together will not exceed the twelve (12) workweek maximum.

The FMLA leave ends immediately when the physician provides a statement advising that the employee has recovered and is able to resume work. Employees absent on disability leave cease accruing vacation or sick leave benefits. Accrual will resume when the employee returns to work.

Employees with a serious illness/health condition must present a health provider's written release verifying that they are able to safely perform their duties before they will be allowed to return to work.

Employees are requested to call Human Resources every two weeks to reaffirm their plans to return to work at the end of the leave.

Under no circumstances may a manager or supervisor promise to hold a specific job for an employee going on a leave of absence, or already on leave.

Service Member Family and Medical Leave – The federal FMLA now entitles eligible employees to take leave for a covered family member's service in the Armed Forces including the National Guard or Reserves ("Service Member FMLA").

This policy supplements the FMLA policy above and provides general notice of employee rights to such leave. Except as mentioned below, an employee's rights and obligations to the Service Member FMLA leave are governed by the existing FMLA policy.

Leave Entitlement: Service member FMLA provides eligible employees unpaid leave for any one, or for a combination, of the following reasons:

- A "qualifying exigency/emergency" arising out of a covered family member's active duty of call to active duty in the Armed Forces in support of a contingency plan; and/or
- To care for a covered family member who has incurred an injury or illness in the line of duty while on active duty in the Armed Forces provided that such injury or illness may render the family member medically unfit to perform duties of the member's office, grade, rank or rating.
- Service members who are undergoing medical treatment, recuperation, or therapy, are in outpatient status, or otherwise are on the temporary disability retired list, for a serious injury or illness. For this type of leave, the legislation expands the definition of covered employee to include the "next of kin," or nearest blood relative, of a covered service member.
- Employee must submit certification that the service member had been called to active duty.

Duration of the leave:

- When leave is due to a “qualifying exigency/emergency:” An eligible employee may take up to twelve (12) workweeks of leave during any twelve (12) month period.
- When leave is to care for an injured or ill service member: An eligible employee may take up to twenty-six (26) workweeks of leave during a single twelve (12) month period to care for the service member. Leave to care for an injured or ill service member, when combined with other FMLA-qualifying leave, may not exceed twenty-six (26) weeks in a single twelve (12) month period.

Service member FMLA runs concurrent with other leave entitlements provided under federal, state and local law.

Pregnancy Disability Leave – a leave of absence for a disability related to an employee's pregnancy, childbirth, or related medical condition.

Employees must submit a written request for a pregnancy leave of absence, without pay, for the length of any pregnancy related disability, up to a maximum of four (4) months. This leave may be taken incrementally for illness related to the pregnancy and for medical appointments which counts towards the four (4) months of leave. If an employee is disabled due to a pregnancy or childbirth related condition, they may take a pregnancy disability leave of absence of up to four (4) months. When applicable, pregnancy leaves will run concurrently with family and medical leave under federal law, but not under state law (CFRA).

Employees should request leave in writing as far in advance as possible. Requests for pregnancy leaves will be granted to employees who present a physician's written statement that certifies the need for the leave and estimates the length of time the employee will be unable to work due to the disability. If you are granted a leave, the employee is entitled to use any accrued sick or vacation time during the leave period. Time off requests will need to be submitted to HR dept. prior to leave.

If you take pregnancy disability leave and are eligible under the federal or state family and medical leave laws, SLEA will maintain group health insurance coverage for up to a maximum of twelve (12) workweeks (if such insurance was provided before the leave was taken) on the same terms as if you had continued to work. SLEA will provide information on premium costs to continue insurance coverage and when payments are due to ensure continued coverage. The Company will request the premium difference prior to going on leave to ensure employee portion is paid for upfront. It's recommended to provide a post-dated checks for the 3 month FMLA period. The Company may recover premiums it paid to maintain health coverage for you if you fail to return to work following pregnancy disability leave, or if you have not paid the co-pay for insurance.

If you are on pregnancy disability leave and are not eligible for continued paid coverage, or when paid coverage ceases after twelve (12) workweeks, you may continue your group health insurance coverage through SLEA in conjunction with COBRA guidelines by making monthly payments to the Company for the amount of the relevant premium.

Although the Company is not able to guarantee reinstatement in all cases, employees on pregnancy leave who return to work immediately following the end of an approved leave with a physician's written release verifying that they are able to safely perform their duties will normally be returned to

their former job held immediately prior to their leave or, if that position has been eliminated or a lay-off occurs, a comparable position will be offered, if one is available.

If possible, a transfer to a less strenuous or hazardous position will generally be granted to employees who submit certification from a health provider that a transfer is medically advisable. Certification must include the date of the medical advisability of the transfer, the probable duration of the need for the transfer, and a statement that, due to a pregnancy related disability, the employee is unable to work at all, or perform any one or more of the essential functions of the job, without undue risk to her or the successful completion of her pregnancy. However, we will not undertake to create a new position for the pregnant employee that would not have otherwise have created to meet its own business needs, nor will we be required to discharge any employee, transfer any employee, or promote any employee to accommodate the pregnant employee. Upon transfer, an employee will receive the salary and benefits that are regularly provided to employees in the position to which the employee has transferred.

The pregnancy disability leave ends immediately when the healthcare professional provides a statement advising that the employee has recovered and is able to resume work. Employees absent on pregnancy disability leave cease accruing vacation or sick leave benefits. Accrual will resume when the employee returns to work.

Employees are requested to call Human Resources every two weeks to reaffirm their plans to return to work at the end of the leave.

Under no circumstances may a manager or supervisor promise to hold a specific job for an employee going on a leave of absence, or already on leave.

Personal Leave – a leave of absence for a compelling personal reason that is not medically related.

Employees who have completed at least one (1) year of continuous service may submit a written request for a personal leave of absence, without pay, for any length of time up to a maximum of thirty (30) days. Written requests must state the reason for the leave, as well as the beginning and ending dates.

Requests for personal leaves will be granted at the sole discretion of the Company, based on the facts and circumstances surrounding each individual request.

Employees who return to work at the end of a personal leave will normally be returned to their former job classification if an opening exists or, if there is no such opening, they will be considered for a comparable position if one is available.

BEREAVEMENT LEAVE

Full-time employees may take up to three days off from work with pay when a death occurs in the immediate family. **Immediate family** is defined as: Spouse /Domestic Partner, Parent/Step-

Parent, Child/Step-Child, Sister/Brother, Grandparents, Grandchildren, Son/Daughter-in-law, Spouse's Parents, Sister/Brother-in-law. Employees may be asked to provide supporting documentation to verify the leave.

MILITARY DUTY LEAVE

Under the Uniformed Services Employment and Re-Employment Rights Act of 1994 (USERRA), an employee who is assigned to a U.S. Military Armed Forces Reserve organization and is subject to active or inactive duty training will be granted leaves of absence without pay, normally not to exceed two (2) weeks per year plus applicable travel time. An employee who is eligible for vacation benefits may use accrued, unused vacation benefit hours for all or part of an unpaid leave of absence for Reserve training to supplement his or her military pay so as to equal the amount of pay that would have been received from the Company during the leave of absence. Any portion of a leave that occurs after all available accrued vacation benefits have been used will be without pay.

A leave of absence without pay will be granted to any employee who enters any branch of the United States armed services. Benefit accruals for any employee serving on active duty longer than thirty (30) consecutive days will be calculated in accordance with applicable Federal laws.

Leaves of absence and re-employment resulting from service in the National Guard or U.S. Military Armed Forces will be in accordance with applicable State and Federal laws. A copy of the applicable, official military orders for active duty training must accompany an employee's request for a leave of absence.

Spousal Military Leave (Federal & California) - Qualified employees may take unpaid leave for up to ten (10) days when their spouse is home on leave from deployment. For purposes of this leave a qualified employee must meet all of the following:

- Is the spouse or registered domestic partner of a qualified member of the armed services who is serving in an area designated as a combat theater or combat zone during a period of military conflict;
- Works an average of twenty (20) or more hours per week;
- Provides the Company with notice, within two (2) business days of receiving official notice that the qualified spouse will be on leave from deployment, of his or her intention to the this type of leave; and,
- Submits written documentation certifying that the spouse will be on leave during the time requested for the leave.

There is no minimum length of employment required in order for an employee to be considered a qualified employee.

For purposes of this leave a "qualified member" is a member of the Armed Forces, the National Guard, or Reserves who has been deployed during a period of military conflict to an areas designated as a combat theater or combat zone during a period of military leave.

An employer shall not retaliate against any employee who requests or takes this type of leave. In addition, an employee who takes this type of leave shall not be prevented from taking any other type of leave for which he or she may be otherwise entitled to take nor shall this type of leave affect any other employee benefit provided for in other laws.

This leave will be unpaid unless an employee, who is eligible for vacation benefits, elects to use vacation hours.

Emergency Duty Leave – The Company provides an unpaid leave of absence for employees required to perform emergency duty as a volunteer firefighter, reserve peace officer, or emergency rescue personnel. “Emergency rescue personnel” is defined as any person who is an officer, employee, or member of a fire department or fire protection or firefighting agency of the Federal Government, the State of California, a city, county, city and county, district, or other public or municipal corporation or political subdivision of California, or a sheriff’s department, police department, or a private fire department, whether that person is a volunteer or partly paid or fully paid, while he/she is actually engaged in providing emergency services.

Crime Victims Leave – if you, or an immediate family member, a registered domestic partner or a child(ren) of a registered domestic partner has been a victim of a crime, you may take time off from work to attend court proceedings related to the crime. The time taken off is unpaid unless vacation, personal leave time, sick leave time, compensatory time off is available.

The employee must provide to the supervisor a copy of the notice of each scheduled proceeding that is provided to the victim by the agency responsible for providing notice. The employee should provide advance written notice if at all possible, if no advance notice is possible the employee must provide the supervisor with documentation evidencing the judicial proceeding within a reasonable time after the absence. Documentation may come from any of the following:

- The court or government agency setting the hearing;
- The district attorney or prosecuting attorney’s office; or
- The victim/witness office that is advocating on behalf of the victim

Domestic Violence Leave – if you are a victim of domestic violence, or a parent of a victim, you may take time off from work to attend court hearings, seek medical attention, legal assistance, services from a domestic violence shelter, program or rape crisis center, to obtain psychological counseling and/or for participating in safety planning, including temporary or permanent relocation. The time taken off is unpaid unless vacation time is used.

Sexual Assault Victims Leave – if you are a victim of a sexual assault, or are a parent whose child(ren) has been sexually assaulted, you may take time off from work to attend court proceedings, seek medical attention, legal assistance, crisis counseling, psychological counseling and participate in safety planning programs to increase future safety. The employee must provide advance notice to the supervisor, or, if an unscheduled absence occurs, the employee must provide certification to the Company within a reasonable time after the absence. The time taken off is unpaid unless vacation time is used.

Jury /Witness Duty– is a leave to serve on jury duty or to appear as a court witness. Jury duty is unpaid. Exempt and Non-Exempt employees may use vacation time to compensate for unpaid time off. All employees must give the program manager or supervisor a copy of the jury summons immediately upon receipt. Evidence of jury duty attendance must be presented to the program manager or supervisor who will forward it to Human Resources.

Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Workers' Compensation Leave – a leave of absence because of work-related illness or injury.

The Company complies with applicable state and federal law concerning leaves for work-related illness or injury. Workers' compensation leave will run concurrently with family and medical leave under both federal and state law.

To ensure that you receive any workers' compensation benefits to which you may be entitled, you will need to:

- Immediately report any work-related injury to your supervisor;
- Seek medical treatment and follow-up care if required;
- Complete a written Employee's Claim Form (DWC Form 1) and return it to Human Resources; and
- Provide the Company with a certification from your health care provider regarding the need for workers' compensation disability leave, as well as your eventual ability to return to work from the leave.

Employees who are ill or injured as a result of a work-related incident, and who are eligible for family and medical leave under state and federal law (Family Medical Leave Act [FMLA] and the California Family Rights Act [CFRA]), will be placed on FMLA/CFRA during the time they are disabled and not released to return to work. The leave under these laws runs concurrently, and eligible employees will be on FMLA/CFRA for a maximum of twelve (12) weeks in a 12-month period. After twelve (12) weeks under the current benefit plans, the employee will be given the option to continue benefits under COBRA. Information will be sent to the employee and/or dependents.

Upon submission of a medical certification that an employee is able to return to work after a workers' compensation leave, the employee under most circumstances will be reinstated to his or her same position held at the time the leave began, or to an equivalent position, if available. An employee returning from a workers' compensation leave has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if the employee on workers' compensation leave would have been laid off had he or she not gone on leave, or if the employee's position has been eliminated or filled in order to avoid undermining the Company's ability to operate safely and efficiently during the leave, and no equivalent or comparable positions are available, then the employee would not be entitled to reinstatement.

An employee's return depends on his or her qualifications for any existing openings. If, after returning from a workers' compensation disability leave, an employee is unable to perform the essential functions of his or her job because of a physical or mental disability, the Company's obligations to the employee may include reasonable accommodation, as governed by the Americans with Disabilities Act.

The following general provisions apply to all leaves of absence:

1. Employees on leaves of absence in excess of thirty (30) days must provide written certification from their physician every thirty (30) days to support their continued disability.
2. A request for an extension of a leave of absence must be made in writing prior to the expiration date of the original leave, and when appropriate, must be accompanied by a physician's written statement that certifies the need for the extension.
3. Failure to return to work on the first workday following the expiration of an approved leave of absence may be considered a voluntary termination.
4. Coverage under the Company's group insurance plans will be continued on the following basis:
 - The Company will continue to contribute to premiums, as if the employee were actively at work, for the first thirty (30) days of an approved leave of absence or up to twelve (12) weeks for FMLA/CFRA leaves;
 - Employees will be required to pay the entire premium for continued coverage during the portion of an approved leave of absence in excess of thirty (30) days or after twelve (12) weeks for FMLA/CFRA leaves.
5. Employees must make arrangements with the Company to pre-pay their share of the first month's group insurance premiums before going on leave of absence. Payment for subsequent months must be received by the 5th day of the month. Employees who fail to return to work at the end of an approved leave of absence may be required to reimburse the Company for group insurance premiums paid by the Company while the employee was on leave.
6. Employees on a leave of absence may be subject to lay off on the same basis as employees who are actively at work.
7. Employees on a leave of absence must communicate with the Company on a regular
8. basis regarding their status and anticipated return to work date. We request that you provided notice of your anticipated date of return at least one week in advance of the return date.
9. Any medical leave will be considered time spent off work to concurrently satisfy the federal Family and Medical Leave Act and any State leave requirements (if eligible), where the law allows. If State and Federal laws conflict, the most generous law applies.

10. Employees returning from a medical leave that is concurrently satisfying the requirements of FMLA and CFRA are entitled to reinstatement to the same or comparable position.
11. Employees who return to work from a medical, pregnancy related disability, FMLA/CFRA, or workers' compensation leave of absence may be required to submit to a physical examination, at the Company's expense, to determine their fitness for duty.
12. Employees on a leave of absence who seek or accept other employment that conflicts with their work for SLEA without notifying the Company may be subject to disciplinary action, up to and including possible termination.
13. An employee who is granted a medical leave of absence shall be entitled to utilize any accrued vacation benefits and sick during the period of his or her disability.
14. Vacation time and sick leave do not accrue during leaves of absence in excess of thirty (30) days and holidays are not paid during leaves of absence.
15. Employees who falsify the reason for their leave of absence may be subject to disciplinary action, up to and including possible termination.
16. The Executive Director must approve all leaves of absence, in writing and in advance whenever the leave is foreseeable.

TIME OFF TO VOTE

If you are a registered voter and do not have enough time outside of working hours to vote in a state-wide election, you may take time off work to vote. Up to two (2) hours may be taken without loss of pay. The requested time off should be at the beginning or the end of the work schedule in order to minimize the length of time needed. Employees must request time off to vote at least two (2) working days prior to the election, and must justify to management that time off is really necessary.

TIME OFF FOR RELIGIOUS REASONS

Employees may wish to observe for religious purposes certain days that are not included in the company's holiday schedule. SLEA will make an effort to reasonably accommodate such observations, to the extent that it does not create an undue hardship on the company.

Prior notice of an employee's intension to take time off for religious purposes **MUST** be given to and approved in writing by the supervisor. Available and accrued vacation time must be used before going unpaid. Otherwise such time is unpaid.

Section V
Your Company Rules and Policies

WORK RULES AND PERFORMANCE STANDARDS

Employment is with the mutual consent of you and the Company. Consequently, both you and the Company have the right to terminate the employment relationship at any time, “at-will,” with or without cause or advance notice.

It is not possible to provide a complete list of every work rule or performance standard. As a result, the following are presented only as examples and the list is not exhaustive. You are responsible for understanding and following these standards and work rules. Employees who do not comply may be subject to disciplinary action, up to and including possible termination.

Job Performance – employees may be disciplined, up to and including possible termination, for poor job performance, as determined by the Company. Some examples of poor job performance are as follows:

- Below average work quality or quantity.
- Poor attitude, including rudeness, or lack of cooperation.
- Excessive absenteeism, tardiness, or abuse of break and meal privileges.
- Failure to follow instructions or company policies and procedures.

Misconduct – employees may also be disciplined, up to and including possible termination, for misconduct. Some examples of misconduct are as follows:

- Insubordination.
- Abuse, misuse, theft, or the unauthorized possession or removal of company property or the personal property of others.
- Falsifying or making a material omission on company records, reports, or other documents, including payroll, personnel and employment records.
- Divulging confidential company information to unauthorized persons.
- Disorderly conduct on company property, including fighting or attempted bodily injury, or the use of profane, abusive, or threatening language toward others, or possession of a weapon.
- Violation of any law adversely affecting the Company, or conviction in court of any crime, which may cause the employee to be regarded as unsuitable for continued employment.
- Violation of the Company's alcohol, drugs, and controlled substances policy.
- Violation of the Company's policy against harassment.
- Marking the timecard of another employee or knowingly allowing another employee to punch your timecard.
- Interfering with the work performance of others.
- Gambling on company premises or while conducting company business.

- Sleeping on the job or leaving the job without company authorization.
- Gossip and or rumor; engaging in behavior designed to create discord and lack of harmony, interfering with another employee on the job; willfully restricting work output or encouraging others to do the same.

ATTENDANCE

From time to time, it may be necessary for you to be absent from work. The Company is aware that emergencies, illnesses, or pressing personal business that cannot be scheduled outside your work hours may arise. If you are unable to report to work, or if you will arrive late, you must contact the your direct supervisor /program director, no later than **one to two hours** before your schedule starting/reporting time, so management has enough time to alert school administrators and find coverage. If you know in advance that you will need to be absent, you are required to notify your direct supervisor /program director.

It is your responsibility to make arrangements with management to keep the Company informed during an absence and to provide medical verification when asked to do so.

SLEA may require a doctor's statement certifying your capability to return to work when you have been absent for three (3) or more days as a result of illness or injury. If the doctor requires that you be restricted to other than your normal duties, your supervisor may assign other duties, if available, or have you remain at home until you are completely recovered.

A consistent pattern of absence will be considered excessive, and the reasons for the absences may come under question. The Company may request a doctor's note/release for trends in absences or tardiness. Tardiness or leaving early is as detrimental to the Company as an absence. A "tardiness pattern" will carry the same weight as an absence. Other factors, like the degree of lateness, may be considered.

A tardy or absence is considered "*excused*" only when you call ahead of time and the tardy or absence is for a compelling reason. The Company reserves the right, at its sole discretion, to determine what constitutes a compelling reason. A tardy or absence for a non-compelling reason, and failing to call in according to company policy, will be considered "*unexcused*."

The Company considers "*unexcused*" tardiness and absence to be a serious problem. However, employees who are tardy or absent excessively or show a consistent pattern of absence, whether "*excused*" or "*unexcused*," will be subject to disciplinary action, up to and including possible termination. Absences which are protected by law are excluded from this provision.

Employees who do not call in or report to work, or who show a consistent pattern of absence may be subject to disciplinary action, up to and including possible termination. Absence from work for three (3) consecutive days without notifying the Executive Director will be considered a voluntary resignation.

PERSONAL APPEARANCE AND BEHAVIOR

In addition to our Policy Against Harassment, SLEA maintains a Personal Appearance and Behavior policy. This policy is directed toward conduct, which may not otherwise fall within the legal definition of harassment, but nonetheless projects image problems for the Company.

We do not have a formal dress policy and prefer to rely on every employee's good judgment to dress appropriately for a business such as ours and the job he or she is performing. We do expect all employees to present a neat, well-groomed professional appearance and a courteous disposition. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers.

Employees should dress in a businesslike manner. Please avoid extremes in dress and behavior. Non-businesslike clothing is unacceptable. Likewise, unprofessional behavior in the workplace, such as sexually related conversations, inappropriate touching (i.e., kissing, hugging, massaging, sitting on laps) of another employee, and any other behavior of a sexual nature is prohibited. Employees who fail to observe these standards will be subject to disciplinary action, up to and including termination.

Employees are expected to observe the Company's personal appearance and behavior policy at all times while at work. Employees who report to work in unacceptable attire may be requested to leave work and return in acceptable attire. Such time off from work will generally be without pay.

ALCOHOL, DRUGS, AND CONTROLLED SUBSTANCES

SLEA is a drug and alcohol-free workplace. The Company requires you to maintain high standards of safety, quality, and personal conduct in the workplace which includes all places of assignment. In keeping with that standard, it is essential that the workplace be kept free of alcohol and drugs. Therefore, the following actions are prohibited:

- Reporting to work under the influence of alcohol, intoxicants, illegal drugs, or controlled substances.
- The illegal use, possession, manufacture, transfer, purchase, sale, or attempted purchase or sale of intoxicants, illegal drugs, or controlled substances in any manner during working hours, or while on the job, on company or client property, including client parking lots or company-owned or leased vehicles.
- In any way using company or client property or an employee's position within the Company to make or traffic intoxicants or illegal drugs.

Additionally, if you are taking a drug or medication, whether or not prescribed by a physician, which may adversely affect your ability to perform your duties in a safe or productive manner, you must report such use of medication to your supervisor. This includes drugs that are known or advertised as possibly affecting judgment, or causing drowsiness or dizziness or marked with a notice to exercise caution in the operation of moving vehicles or mechanical equipment. As an

employee, you have the responsibility to report any drug, alcohol, or controlled substance situation that affects the workplace.

The Company reserves the right to inspect, at any time, lockers, desks, company vehicles, personal vehicles, or company property, packages, lunch boxes, containers, articles in such areas, and other objects brought onto company property that might conceal alcohol, illegal drugs, and/or other inappropriate materials. In order to promote a safe, productive and efficient workplace, the Company reserves the right to inspect employees, as well as any articles and property in their possession, to detect inappropriate materials.

If there are reasonable grounds for suspecting that an employee is in violation of this policy, SLEA has the right to require testing at the Company's expense. Any employee in violation of this policy will be subject to discipline, including termination. Other actions, such as notification of law enforcement agencies, may be taken depending on circumstances.

The Company will attempt to reasonably accommodate any employee who wishes to voluntarily enter and participate in a drug or alcohol dependency rehabilitation program at the employee's expense, unless it places an undue hardship on the Company. This is not applicable if the employee has violated this policy and is already subject to discipline for a drug or policy violation. Leave of absence for such purpose shall be without pay.

INSPECTIONS – EMPLOYER PROPERTY

Lockers, desks, computers, printers, fax machines, copiers, and other office equipment are company property 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/or in the employee's absence. This policy also includes work at a client's site and using client equipment.

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. An employee's personal property, including but not limited to packages, purses and backpacks, may be inspected and searched, with or without notice, with or without the employee's prior consent, upon reasonable suspicion of unauthorized possession of company property.

THREATS AND VIOLENCE INTERVENTION POLICY

SLEA is committed to ensuring that the work environment is as safe as possible for all its employees and customers. Any form of threats or violence, no matter how minor, will not be tolerated. It is the responsibility of every employee to report any situation involving a threat and/or any form of violent behavior. Even veiled threats or jokes should be taken seriously. Most people who commit acts of violence have discussed it in some fashion with other business partners prior to the event.

The only way to prevent a potentially dangerous situation is if the appropriate people within the Company are notified. Coworkers, not necessarily supervisors, are often times the first and only ones to become aware of such threats. Once notified, the Company will take steps to immediately intervene and defuse a situation, which involves threats and violence.

If an employee is fearful of retaliation, he or she may make an anonymous call to any member of management, school administrator or the Executive Director. Anonymous reporting of threats or violence will be investigated promptly. Be sure to give as much information as possible so that the threat can be investigated swiftly and effectively.

Depending on the severity of the situation, the local police may need to be called for assistance.

Internal Threats

Threats from an employee must be immediately reported to your supervisor/manager, school administrator or Executive Director. All reports will be kept as confidential as possible. No threat is too small or insignificant. Every situation will be reviewed on its own merit. If a determination is made that a threat has occurred, appropriate disciplinary action, which may include a mandatory psychiatric fitness-for-duty examination or termination of the offender will occur. The severity of the discipline will be determined by the degree and/or frequency of the offense.

External Threats

All external threats, either against the Company or an employee, must also be reported to your supervisor/manager and the Executive Director. The Executive Director will handle all threats against the Company or an employee acting as an agent of the Company.

Suicidal Threats

If an employee is overheard threatening to commit suicide or tells you directly, immediately inform your supervisor, school administrator or the Executive Director. There are professionals who specialize in suicide intervention who the Company can contact to help in these extreme situations.

Acts of Violence

Violent behavior can include fighting, extreme verbal abuse, vandalism, bodily injury, destruction of property, etc. All violent behavior, whether verbal or physical, is prohibited and will be confronted immediately.

All acts of violence must be reported to your supervisor/manager, school administrator or the Executive Director. All reports will be kept as confidential as possible. If a determination is made that an act of violence has occurred, appropriate disciplinary action, which may include a mandatory psychiatric fitness-for-duty examination or termination of the offender, will be taken. The severity of the discipline will be determined by the degree and/or frequency of the offense.

We expect each employee to support this policy and understand how their behavior may impact the safety of the workplace. In addition, each supervisor is required to enforce all safety-related policies so potential hazards are avoided. All employees share in the responsibility of assuring that misunderstandings and other problems are resolved in a timely and respectful manner so that a productive work environment is maintained.

USE OF CELLULAR TELEPHONES AND DIGITAL DEVICES

Employees should have no expectation of privacy in using cellular telephones issued by SLEA for employee use for business purposes. Please exercise judgment in the use of cellular telephones at all times. Company policy expressly prohibits the use of cellular telephones by employees while driving company vehicles and complies with applicable State laws for hands-free devices. Please inform the caller that you are in a moving vehicle and pull over to talk to the person. If your job requires that you use a cellular phone or must keep your cellular phone turned on while you are driving, you must use a hands-free device and safely pull off the road before conducting company business, taking notes or instructions. Inappropriate use of cellular telephones is not acceptable and will not be permitted.

Personal cellular telephones or pagers should be set to silent mode, or turned off, during working hours. Camera phones are not allowed in rest rooms, changing areas, lockers, or to be used to invade another employee's privacy. Other items covered under this policy include such devices, but not limited to Palm Pilots, Blackberries, or other PDA's, iPod's, Walkmans, and/or MP3 players.

The Company recognizes that some cellular telephones have the capability to take photographs. Because this capability could allow for theft of trade secrets or expose confidential information, employees are prohibited from taking photographs anywhere on company grounds.

INTERNET, E-MAIL, BLOGGING, AND VOICE MAIL

SLEA provides a number of electronic business tools for use by its employees. These may include, but are not limited to telephone, voice mail, fax and copy machines, tape recorders and an array of information system tools. All messages sent, received, composed and/or stored on these systems are the property of the Company. E-mail and Internet access are two specific examples of information systems tools provided to SLEA employees for business use or are provided by the client at the school site.

Important: Employees should have no expectation of privacy in using SLEA's or a client's electronic tools. Authorized employees may need to view your e-mail (or content of other electronic tools) for legitimate business purposes, and others may inadvertently view your messages. Employees will be monitored in the use of the Internet, Emails, any use of Blogs, and also instant messages, and cellular phone text messages under this policy. Every message leaves an electronic trail that's both traceable to a specific individual and accessible by the Company even if it is deleted.

Employees may not use any of the Company tools/equipment to send defamatory comments, malicious lies, threatening or harassing statements or disclosure of trade secrets or confidential

information about the Company or its personnel. Employees may not write Blog messages, send instant messages and/or cellular telephone text messages on personal business during company time.

Internet/World Wide Web connections can be monitored and tracked and are reserved specifically for business use only. Please exercise proper judgment in the use of SLEA's and client's E-Mail and Internet systems as well as all other electronic tools.

This policy expressly prohibits the use of SLEA and client systems for inappropriate and illegal purposes including but not limited to:

- Using someone's password or code without authorization.
- Disclosing anyone's password or code, including the employee's own, without authorization.
- To damage, alter or disrupt any remote system in any way.
- Viewing (via Internet, or any other method) or distributing sexually explicit materials including, but not limited to images, comments, or jokes.
- Solicitations/Messages for non-SLEA private business.
- Political causes/activities.
- Moonlighting or personal job searches.
- Any e-mail message, any Internet site or screen saver (including your electronic signature and wallpaper) that any reasonable person would find to be defamatory, offensive, harassing, derogatory or disruptive.
- Any message, comments or images (including screen savers and wallpaper) that could offend on the basis of race, gender, national origin, sexual orientation, religion, age, political beliefs or disability.
- Any message or comment containing disparaging remarks concerning employees, clients, competitors, prospects, or vendors.
- Use of the Internet or E-mail system for gambling on sporting events.
- Introduction of any virus into SLEA or client systems, failure to immediately report any virus detected to the IT department, and disabling of anti-virus software provided.
- Any purpose that is illegal.

SLEA endeavors to provide its employees current technology tools with which to conduct company business. Use of company or client systems is a privilege that automatically terminates when employees leave the organization. Use of company or client systems by employees constitutes acceptance and agreement to follow the policy.

Questions concerning proper judgment in the use of SLEA's Electronic Communication tools can be addressed by the Executive Director.

Improper use of any of SLEA's electronic tools including use of the Internet and E-mail is not acceptable and will not be permitted. Failure to comply with this policy may result in disciplinary action, up to and including termination.

DRIVERS LICENSE AND DRIVING RECORD

Employees whose work requires operation of a motor vehicle must present and maintain a valid driver's license, proof of insurance and a driving record acceptable to the Company's insurance carrier. From time to time, employees will be asked to submit a copy of their driving record. Any changes in your driving record or automobile insurance must be reported to the Executive Director immediately. Failure to do so may result in disciplinary action, up to and including termination.

Employees who cannot maintain insurance or an acceptable driving record will not be permitted to operate a motor vehicle in the course of their duties.

The Company expects employees to obey all traffic laws, including speed limits. Employees are responsible for any moving violation or parking tickets received while driving in the course of their work.

CONFIDENTIALITY

Employees will become acquainted with and will have access to confidential patient and medical information and trade secrets relating to SLEA and/or its clients. All information obtained in the course of your employment is to be used for conducting SLEA business only. Never discuss or disclose such confidential medical or patient information or trade secrets, either directly or indirectly with or in the presence of persons outside the Company, or those employees who do not have a need to know, either during employment or at any time thereafter.

Information in any form, including but not limited to patient medical records, documents, tapes, lists, computer printouts, studies, surveys, reports, drafts, pictures, charts, maps, drawings, programs, equipment, vendor lists, client lists, all financial reports, all accounts payable/receivable information, payroll information, records, files, and other materials pertinent to SLEA or its clients, may not be removed from the facilities without the advance permission of the Executive Director. This same level of confidentiality must be maintained regarding co-workers, employee relations matters, and company operations. Violation of this policy will result in disciplinary action, including termination.

Intellectual Property: All material including trade secrets (products not yet revealed), trademarks, patents and all products developed/created by staff during the time of their employment are the property of the SLEA Company (this includes hard copy, items, media work, and or digital software) becomes the property of SLEA. The employee is deemed to have waived all rights in favor of the SLEA Company. The employee agrees to not share, distribute or give intellectual Property of SLEA to other outside agencies during employment and after employee resigns or is terminated.

SAFETY PROGRAM

The personal safety of each employee is extremely important. The prevention of work-related injuries and illnesses is of such importance that it will take precedence over operating productivity whenever necessary.

The Company's safety program consists of the following:

- Conducting periodic safety inspections to find and eliminate unsafe working conditions or practices;
- Training all employees in good safety and health practices;
- Enforcing safety rules, and requiring employees to follow these rules as a condition of employment;
- Investigating promptly and thoroughly, every work-related injury or illness to determine its cause and to correct the problem so that it won't happen again.

Our objective is a safety program that will reduce the number of occupational injuries and illnesses to zero!

NO SMOKING

SLEA recognizes that smoking in the workplace can adversely affect some employees and prohibits smoking inside the facility or at a client site. SLEA provides a work environment that promotes the productivity and well being of its employees. SLEA expects employees to observe all applicable smoking restrictions during their working hours.

TERMINATIONS

Employees will receive their final paycheck within the time required by law. Employees who are voluntarily terminating their employment with the Company are encouraged to give at least two (2) weeks' notice to the Executive Director. Notice should be in writing. All company property, such as keys, pagers, business cards, patient records, documents and equipment, must be returned by each employee immediately upon termination.

- If the employee has given at least seventy-two (72) hours' advance notice, the final paycheck will be issued on the last day worked.
- If less than seventy-two (72) hours' notice is given, the final paycheck will be mailed no later than seventy-two (72) hours after the last day worked, unless other arrangements are made.
- Employees who are terminated involuntarily will be provided with their final paycheck on their last day of work.
- Employees are paid for unused accrued vacation hours.
- Unused sick time is forfeited and will not be paid out at the time of any termination.

REDUCTION IN FORCE

Under some circumstances, SLEA may need to restructure or reduce its workforce. If restructuring our operations or reducing the number of employees becomes necessary, the Company will attempt to provide advance notice, if possible, to help prepare affected individuals. If possible, employees subject to layoff will be informed of the nature of the layoff and the foreseeable duration of the layoff, whether short-term or indefinite. In determining which

employees will be subject to layoff, we will take into account, among other things, operating requirements, the skill, productivity, ability, versatility, and past performance of those involved, and also, when feasible, the employee's length of service.

Section VI

Training and Development

PERFORMANCE EVALUATIONS

Employees will normally receive a performance evaluation after approximately ninety (90) days of service, and generally annually in the month of May thereafter. The purpose of the performance evaluation is to let you know how you are doing. Written performance evaluations may include commendation for good work, as well as specific recommendations for improvement. The Company reserves the right to postpone performance evaluations if deemed necessary.

You will have the opportunity to discuss your performance evaluation with your supervisor. This is a good time to ask questions and clarify important points. Performance evaluations help the Company make important decisions about job placement, training and development, and pay increases. A satisfactory performance evaluation does not guarantee a salary increase nor does it alter, modify, or amend the "at-will" employment agreement between you and the Company.

It should be remembered that employment is at the mutual consent of the employee and the Company. Accordingly, either the employee or the Company can terminate the employment relationship "at-will," at any time, either with or without cause or advance notice.

COUNSELING AND DISCIPLINE

Occasionally, it becomes necessary for you and your supervisor to formally address a problem by identifying unacceptable behavior and establishing a clear plan to correct it. The goal of this counseling is to help you resolve your problems and to continue or return to work in a manner that is productive for the Company. This process usually begins after informal attempts to resolve the situation have failed.

When verbal warnings are given, they are noted in the employee's personnel file. When written warnings are given, they are signed by the supervisor and the employee. When the employee signs the warning, the employee receives a copy and a copy of the warning is placed in the employee's personnel file. While employees should take both verbal and written warnings seriously, written warnings are particularly serious because they usually constitute a final warning to the employee that he/she may be suspended and/or terminated if there is any further poor performance or violation of any company rule or policy or misconduct.

While counseling is usually a progressive process, the Company reserves the right to use any step in the process, including suspension or immediate termination of employment, based on the severity of the problem or misconduct and the circumstances.

Section VII

Things You Should Know

PERSONNEL RECORDS/EMPLOYMENT VERIFICATION

It is important that the Company always have current information about you. Please let your supervisor know immediately if you change your name, address, phone number, or marital status, etc. If for some reason you need to change your name and/or Social Security number, you will be asked to provide original documentation authorizing the change.

At reasonable times and on reasonable notice, you will be allowed to review any personnel records that have been used to determine your qualifications for employment, promotion, compensation, termination, or other disciplinary action. Please talk to the Executive Director for more information.

The Company will restrict disclosure of personnel files to authorized individuals within the organization. Any request for information contained in personnel files must be directed to the Executive Director. Only the Executive Director is authorized to release information about current or former employees. Disclosure of personnel information to outside resources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state or federal agencies conducting official investigations and as otherwise legally required.

COMPANY BULLETIN BOARDS

Posted information on company bulletin boards is for the benefit of all employees. You will find posters that explain state and federal law, as well as updated information about company policy and procedures. You are responsible for checking company bulletin boards on a regular basis and for reading all posted materials. Employees may not post, remove, or alter materials on company bulletin boards at any time, without prior written management approval.

ARBITRATION

Although SLEA hopes that employment disputes with its employees will not occur, the Company believes that when such disputes do arise, it is in the mutual interest of all concerned to handle them promptly and with a minimum of disturbance to the operations of the business and the lives of our employees.

Accordingly, to provide for a more expeditious resolution of certain employment related disputes that may arise, SLEA has instituted an Arbitration Policy and procedure.

Employees will be given a copy of that policy separately together with an Acknowledgment to be signed by the employee and returned to the Executive Director.

ADULT LITERACY PROGRAM

We will reasonably accommodate and assist any employee who reveals a problem of illiteracy and requests employer assistance in enrolling in an adult literacy education program, provided that this reasonable accommodation does not impose an undue hardship on the employer. Reasonable accommodation may include providing time off without pay to participate in such a program.

EXPENSE ACCOUNTS

Employees are reimbursed for all reasonable out-of-pocket expenditures that have been approved in advance, which they incur in the performance of their duties. The Company will reimburse employees for mileage based upon the current IRS rate.

All expenditures must be submitted to their supervisor on an Expense Report, along with receipts, invoices or other appropriate documentation. Management approvals must be obtained on the report prior to submitting it to Accounting.

GRIEVANCE RESOLUTION/EMPLOYEE APPEAL PROCESS

As a matter of general policy, any individual in a supervisory or leadership position will provide an open door for discussion and a receptive ear, and will review all staff suggestions or complaints concerning workplace practices and procedures at SLEA. Employees should use the following grievance resolution process to resolve employment related issues:

1. PROGRAM MANAGER'S REVIEW

If a staff member wishes to make a formal complaint, it should be done within a reasonable time after the incident or issue has occurred. Open discussion between the employee and appropriate program manager is the first step of the complaint procedure. The program manager must respond to the complaint in a timely manner. If the complaint is not resolved by the program manager within a reasonable time frame, or if the staff member disagrees with the program manager's solution (or the subject of the problem is the program manager), the staff member may appeal directly to the appropriate Program Director. It is highly recommended that staff keep the Human Resource Director involved in the process for guidance.

2. PROGRAM DIRECTOR'S REVIEW

If an employee believes the program manager has not properly resolved the complaint (, the employee may file a written complaint with the Program Director within ten working days of the program manager's response or lack of response. The Program Director must respond within ten working days of receiving the complaint.

3. EXECUTIVE DIRECTOR'S REVIEW

If the employee feels that the Program Director has failed to resolve the issue, they may file the same complaint with the Executive Director within ten working days of the Program Director's response or lack of response. The Human Resource Director should be given a copy of the complaint. The complaint should identify the rule or policy being broken (if possible) and describe the action or issue being cited, as well as the employee's desired response or resolution. The Executive Director will be responsible for discussing the matter with the employee within ten working days of receiving the complaint. The complaint and recommended response will then be reviewed by the Executive Director within a reasonable period.