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TULARE LOCAL HEALTH CARE DISTRICT

EMPLOYEE HANDBOOK

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1. INTRODUCTORY STATEMENT AND POLICIES

Employees of Tulare Local Healthcare District (the "District" or "TLHCD") are important members of a team effort. The District looks to all employees to contribute to the success of the organization. We hope employees find their positions rewarding and challenging.

This Employee Handbook ("Handbook") is intended to give employees general information about the District and their job. **It is important that all employees read, understand, and follow the provisions of this Handbook.** The District cannot, however, anticipate every situation that may arise in the workplace or provide information that addresses every possible question. Nor is this Handbook intended to be read as setting forth the fine details of every policy. We encourage employees to bring all questions about this Handbook or topics not covered by this Handbook to the attention of their supervisor or another member of management unless the handbook otherwise designates a specific person. Because any violation of the District's policies or procedures, whether or not stated in this Handbook, may lead to discipline, up to and including separation of employment, it is important that employees give the District the opportunity to address any questions or concerns.

This Handbook and the information in it should be treated as confidential. No portion of this Handbook should be disclosed to others, except District employees and others affiliated with the District whose knowledge of the information is required in the normal course of business. Nothing in the Handbook, however, is designed to interfere with, restrain, or prevent conduct, behavior, employee communications or other concerted activities in which employees may engage for the purpose of mutual aid or protection.

1.1 Right to Revise

This Handbook summarizes and contains the employment policies and practices of the District in effect at the time of publication. All previously issued inconsistent policy statements or memoranda are superseded. The District reserves the right to revise, modify, or delete any and all policies, procedures, work rules, or benefits stated in this Handbook or in any other document. However, any such changes must be in writing and must be signed by the current Chief Executive Officer (referred to throughout the Handbook as, the "CEO"). No oral statements or representations can in any way alter the provisions of Handbook.

The below signatures confirm that this handbook is now in effect and supersedes all past contradictory policies, if any.

Philip M. Smith
Chief Executive Officer

1.2 All Employment Is At-Will

Health and Safety Code section 32121 states that all officers and employees of the District “shall hold their offices and positions at the pleasure of the board of directors.” Therefore, all employment with the District is “at-will.” This means that both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause, so long as the reason is lawful. The District retains the right to demote, transfer, change job duties, and/or compensation at any time, with or without notice, and with or without cause, in its sole discretion for any lawful reason.

No one other than the CEO or the Board of Directors has the authority to alter this at-will arrangement, to enter into an agreement for employment for a specified period of time, or to make any agreement contrary to this policy. Any agreement for employment that is not at-will, must be in writing and signed by CEO or the Board of Directors. Nothing in this Handbook or any oral statements shall modify the terms of that agreement. In the event there is a conflict between the terms of this Handbook and a written employment agreement, the terms of the employment agreement are controlling. However, employees with a written employment agreement must abide by all non-conflicting terms of this Handbook.

By continuing to work for the District, employees acknowledge that they understand and accept the at-will nature of employment.

1.3 Authorization of Proof

The District is committed to employing only United States citizens and documented noncitizens who are authorized to work in the United States and does not unlawfully discriminate on the basis of citizenship or national origin. In compliance with the Immigration Reform and Control Act of 1986, as amended, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form I-9 and present documentation establishing identity and employment eligibility at the outset of the employment relationship.

Former employees who are rehired must also complete the form if they have not completed a Form I-9 with the District within the past three years, or if their previous Form I-9 has not been retained or is no longer valid. Employees with questions or seeking more information on immigration issues are encouraged to contact their immediate supervisor or the CEO. Employees may raise questions without fear of reprisal.

1.4 Contact Information of Individuals Referenced in Handbook

The District Office is located at 869 N. Cherry Street, Tulare, CA 93274 (“District Office”). Employees can call (559) 685-3879 and ask to speak with the designated human resource person (“Designated HR Person”) or email them at admin@tulareregional.org. Employees may also call the CEO at (559) 685-3465 or the Assistant Controller at (559) 685-3496. The Board of Directors HR Committee can be reached at hrcommittee@tulareregional.org.

Please review the employee bulletin board for current names and contact information.

1.5 NLRA and MMBA Savings Clause

To the extent that the National Labor Relations Act or the Meyers-Milias-Brown Act are interpreted to apply to the District, nothing in the Handbook, including but not limited to the District's standards of conduct, discipline, or communications policies, is designed to interfere with, restrain, or prevent conduct, behavior, employee communications, or other concerted activities in which employees may engage for the purpose of mutual aid or protection.

2. POLICIES AGAINST DISCRIMINATION, HARASSMENT, AND RETALIATION

2.1 Equal Employment Opportunity and Anti-Discrimination Policy

The District is an equal opportunity employer and makes employment decisions on the basis of merit, qualifications, potential, and competency. We want to have the best people available in every job. It is our policy to provide an equal employment opportunity for all qualified employees and applicants without regard to race (including traits historically associated with race including but not limited to hair texture and protective hairstyles), color, creed, gender (including gender identity and gender expression), religion (all aspects of religious beliefs, observance or practice, including religious dress or grooming practices), marital status, registered domestic partner status, age, national origin (includes language use and possession of a driver's license issued to persons unable to prove their presence in the United States as authorized under federal law), citizenship status, ancestry, physical or mental disability (except where physical fitness is a valid occupational qualification), medical condition (including cancer or a record or history of cancer, and genetic characteristics), sex (including pregnancy, childbirth, breastfeeding, or a related medical condition), genetic information, sexual orientation, military and veteran status, taking or requesting Family and Medical Leave, or any other consideration or characteristic protected by federal, state, or local laws (collectively "Protected Status").

The District is committed to paying individuals equal pay for substantially similar work, when viewed as a composite of skills, effort, and responsibility, and which work is performed under similar working conditions. We reserve the right to set wages based on a seniority system, a merit system, a system that measures earnings by quantity or quality or production, or a differential based on a bona fide factor other than an individual's Protected Status.

The District's policy, California's Fair Employment and Housing Act, and federal law, prohibit discrimination based on any Protected Status of an employee or applicant by any employee of the District, including managers, supervisors, and co-workers, as well as any third party with some connection to the District (e.g., vendors, patients, guests, etc.). We also prohibit discrimination based on the perception that anyone has any Protected Status or is associated with a person who has or is perceived as having any Protected Status. This policy applies to all terms and conditions of employment, including hiring, placement, promotion, termination, compensation, benefits, training, layoff, recall, transfer, and leaves of absence. The District's commitment to compliance with all applicable laws providing equal employment opportunities applies to all persons involved in our operations.

Discrimination on the basis of the actual or perceived Protected Status of an employee or applicant is unlawful. The complaint procedure in relation to this section is detailed at subsection 2.5 below.

2.2 Reasonable Accommodation for Religious Observation

An employee with sincerely held religious beliefs who requests an accommodation for religious purposes, practices, or to observe a religious holiday, will not be denied a reasonable accommodation, so long as providing the accommodation does not place an undue hardship on the District. The complaint procedure in relation to this section is detailed at subsection 2.5 below.

2.3 Reasonable Accommodation for Disabilities and Pregnancy

The District will make reasonable accommodations for the known physical or mental disabilities of an otherwise qualified applicant or employee unless it would result in undue hardship to the District. Employees must not assume that the District is aware of any disability they may have and must follow the communication steps detailed below.

Also, a pregnant employee may request a reasonable accommodation of any pregnancy related condition or restrictions. Such an accommodation may include, but is not limited to, a transfer to a less strenuous or hazardous position if available. If such a transfer is necessary and can be reasonably accommodated, a pregnant employee will be transferred for the duration of their pregnancy. The leave section of this handbook contains information regarding Pregnancy Disability Leave.

If an employee or applicant requires an accommodation in order to perform the essential functions of their job, the individual must contact their immediate supervisor or the designated HR Person at the District Office, if they feel more comfortable doing so. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information is found section 1.4 above.

Once notified of the need for an accommodation, the District will conduct an investigation to identify any barriers that make it difficult for the individual to have an equal opportunity to perform essential job duties. The investigation will also identify possible accommodations, if any, to help eliminate any limitations. Employees are required to participate with management in the interactive process. If the accommodation is reasonable and it will not impose an undue hardship on the District, the District will take reasonable steps to implement it.

When reviewing possible accommodations, the District will not create additional employment that it would not otherwise have created to meet its business needs, nor will the District be required to discharge, transfer, or promote any other employee in order to provide an accommodation. Documentation from an employee's medical provider may be required to identify work-related restrictions so that the District may determine whether a reasonable accommodation is available. The District will not inquire into any underlying medical diagnosis or condition.

Any employee who feels like they have been discriminated, harassed, retaliated against, or bullied in relation to their request for an accommodation should follow the complaint process detailed below at paragraph 2.5 of this Handbook.

2.3.1 Lactation Accommodation

Pursuant to California Labor Code section §1030 and section 7 of the federal FLSA, employees have a right under the law to request lactation accommodation. The employee should direct the request to their immediate supervisor or the designated HR Person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information is found section 1.4 above.

A reasonable amount of break time shall be provided to an employee each time the employee needs to express breast milk for the employee's infant child. The break time shall, if possible, run concurrently with any paid break time already provided to the employee. If extra break time is needed, the extra break time shall be unpaid. Pursuant to Labor Code §1031 and section 7 of the federal FLSA, the employee will be provided with the use of a room or other location, other than a bathroom, in close proximity to the employee's work area, for the employee to express milk in private. The room or location may include the place where the employee normally works if it otherwise meets the requirements of the law. If the District is not able to provide a requested lactation accommodation, the District will provide a written response to the employee, as required by law. The District will not discharge, discriminate, or retaliate against an employee for requesting or exercising a lactation accommodation right. The employee has a right to file a complaint with the Labor Commissioner for any violation of the law related to lactation accommodation. Employees with questions should contact the individuals identified in the previous paragraph.

2.4 Policy Against Harassment and Bullying

The District is committed to providing a work environment free of harassment, bullying, abusive, disrespectful, or other unprofessional conduct. The District's policy prohibits all such conduct. In addition to prohibiting harassment based on any Protected Status (defined above), the District prohibits harassment based on the perception of a person's Protected Status or an individual's association with a person who is or is perceived as having any Protected Status. The District prohibits unprofessional, disrespectful, abusive, unwelcome, or harassing conduct by employees towards other employees or non-employees with whom the District has a business, service, or professional relationship, and prohibits unwelcome, harassing conduct by business partners towards our employees or applicants, even if such conduct does not rise to the level of harassment as defined by law. The District further prohibits bullying or abusive conduct, defined as conduct in the workplace with malice that a reasonable person would find hostile, offensive, and unrelated to an employer's legitimate business interests regardless of whether such bullying or abusive conduct is based on an employee's Protected Status.

Prohibited harassment, disrespectful, abusive, bullying, or unprofessional conduct includes, but is not limited to, the following behavior:

- Verbal conduct such as epithets, threats, derogatory jokes or comments, insults, slurs, or unwanted sexual advances, invitations, or comments.
- Visual displays such as derogatory, discriminatory, or sexually oriented posters, photography, cartoons, drawings, or gestures.

- Physical conduct including assault, unwanted touching, intentionally blocking normal movement, or interfering with work.
- Demands to submit to sexual requests as a condition of continued employment, or to avoid some other loss and offers of employment benefits in return for sexual favors.
- Conduct of an employer or employee in the workplace, with malice, that a reasonable person would find hostile, offensive, and unrelated to the District's legitimate business interests.
- Gratuitous sabotage or undermining of a person's work performance.
- Communication via written or electronic media of any type that includes any conduct set forth in this policy; or
- Retaliation for reporting or threatening to report harassment or any other form of Discrimination.

In addition, sexual harassment includes unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct of a sexual nature (like name calling, suggestive comments, or lewd talk) when any one of the following three factors is met:

- Submission to that conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to sexual activity, or a rejection of the request for sexual favor, becomes a basis for a decision concerning employment; or
- The conduct unreasonably interferes with an employee's work performance or creates an intimidating, hostile, or offensive work environment.

All such conduct is unlawful and is unacceptable in the workplace and in any work-related settings, such as business trips and business-related social functions, regardless of who is engaging in the conduct. Books, magazines, video, or any other visual or audio display of sexually explicit photographs or material are at all times prohibited on the District premises.

Sexual harassment does not need to be motivated by sexual desire to be unlawful or to violate this policy. For example, hostile acts toward an employee because of gender can amount to sexual harassment, regardless of whether the treatment is motivated by any sexual desire. Individuals should be aware that they may be personally named in a lawsuit and liable for damages if they engage in unlawful harassment of a fellow employee.

The complaint procedure in relation to this section is detailed at subsection 2.5 below.

Sexual Harassment Training

The District will provide all supervisory level employees at least two hours of sexual harassment training within six months of hire, or promotion to a supervisory role, and at least once every two

years thereafter. The District will provide at least one hour of training to non-supervisory employees within six months of hire and once every two years thereafter. If an employee has not received the required training, they must immediately bring this to the attention of contact their immediate supervisor, the CEO, or the designated HR person at the District Office.

The law requires that District give notice of the DFEH's sexual harassment online training courses. Those courses can be found here: <https://www.dfeh.ca.gov/shpt/>.

2.5 How to Report Harassment, Bullying, and Discrimination

Any employee who believes they have been the subject of discrimination, harassment, or other conduct prohibited by Section 2 of this Handbook, or an employee who believes they have witnessed or have knowledge of such conduct, must make a report as soon as possible to any supervisor or member of management (i.e., supervisor that the employee feels comfortable with) or the Board of Directors HR Committee. The District will ask the reporting employee to provide details of the incident or incidents, names of individuals involved, and names of any witnesses. It would be best to communicate the report in writing, but this is not mandatory. Supervisors will refer all complaints involving discrimination, harassment, or other prohibited conduct to the designated HR Person at the District Office and CEO unless the report involves either individual, in which case the complaint must be brought to only one of the individuals or the Board of Directors. Important contact information is found at section 1.4 above. If an employee feels that the issue raised has not been adequately addressed, they must bring it to the attention of the Board of Directors HR Committee.

If the District receives allegations of misconduct, it will immediately designate the appropriate and qualified individual to undertake a fair, impartial, timely, thorough, and objective investigation of the allegations that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence collected. Investigations will be confidential to the extent possible, and information obtained during the complaint procedure and investigation will only be shared with individuals on a need-to-know basis. When the investigation discloses misconduct or a violation of the District's policy, the District will consider all appropriate options for remedial actions and resolutions. Appropriate disciplinary or other remedial action will be taken up to and including termination of the offender, and feedback will be given, while maintaining the privacy of other employees, to the complaining employee to effectuate timely closure. The duration of investigations will vary based on the facts and circumstances of each particular situation. However, the District will act in good faith to conduct the investigation and reach a resolution as expeditiously as possible, and the District will use documentation and tracking to ensure reasonable progress. In the event a complaint is made against upper-level management, or in other extenuating circumstances, the District may elect to hire an independent outside human resource consulting firm, law firm or other entity or person to conduct an investigation.

The District will not retaliate and will not tolerate or permit retaliation by any employee, including co-workers and management, against anyone for filing a complaint of discrimination, harassment, or for participating in any investigation.

The District encourages all individuals to report any incidents of suspected discrimination, harassment or other prohibited conduct forbidden by this policy immediately, so that complaints

can be quickly and fairly resolved. The Federal Equal Employment Opportunity Commission (“EEOC”) and the California Department of Fair Employment and Housing (“DFEH”) also investigate and prosecute complaints of discrimination, harassment, and retaliation in employment. Any employee who believes they have been discriminated against, harassed, or retaliated against for participating in an investigation or opposing discrimination or harassment, may file a complaint with the appropriate agency. The nearest office can be found by visiting the agency websites at www.dfeh.ca.gov or www.eeoc.gov or by contacting them via phone – DFEH (toll-free at 1-800-884-1684 or toll-free TTY number for individuals with hearing impairments at 1-800-700-2320) or EEOC (toll-free at 1-800-669-4000 or toll-free TTY number for individuals with hearing impairments at 1-800-669-6820).

2.6 Prohibition Against Retaliation/Whistleblower Protection

In addition to prohibiting retaliation against an employee who reports or participates in an investigation of harassment, bullying or discrimination, the District prohibits discrimination or retaliation against employees who engage in any other activity protected by state or federal law, including but not limited to: reporting or suffering a workplace injury; making a good faith complaint or disclosing information about a suspected violation of any state or federal law; refusing to perform work where doing so would create a real and apparent hazard to the employee or co-workers; engaging in lawful conduct asserting recognized constitutional rights occurring during nonworking hours away from District premises; filing or threatening to file a claim or complaint with any administrative/government agency; cooperating with officials or the District in investigating claimed violations of the law; cooperating or participating in any investigation, administrative hearing or judicial action regarding an alleged violation of the law; opposing any policy or practice that is prohibited by the law; informing any person of their potential rights under the law or aiding or encouraging any other employee to exercise their rights under the law or; taking or requesting a protected leave of absence including those provided for in this handbook.

Employees should immediately report any suspected retaliation, whether if the retaliation is occurring to them or another District employee. Employees must report suspected violations of this policy against retaliation as provided in section 2.5 above.

3. EMPLOYEE CONDUCT AND PERFORMANCE

3.1 Standards of Conduct and Discipline

The purpose for setting forth standards of conduct is to clearly define certain requirements and conditions of employment so that employees may fully understand what is expected of them. The District considers work rules and guidelines to be essential to the proper management. The District expects high-quality work from its employees and expects all employees to conduct themselves in a professional manner.

The following non-exhaustive list of work rules and standards of conduct is a guideline for all employees. Violation of these rules and standards, or other misconduct that does not comply with the District’s expectation of employee performance and behavior, may result in disciplinary action. The District strives to be consistent; however, management has discretion as to what level of

discipline, ranging from verbal warning to termination, will be issued for any particular offense in consideration of the facts and circumstances unique to the particular situation.

Management is permitted to determine the level of discipline based only on legitimate factors; consideration of an individual's actual or perceived Protected Status or any activity protected by state, federal, or local laws in which the employee may have engaged is absolutely prohibited. Legitimate factors include, but are not limited to, the seriousness of the incident and surrounding circumstances, the employee's past conduct, the nature of any prior incidents, and the District's general practice as it relates to the type of conduct at issue. **The District does not adhere to progressive discipline, meaning, there is no standard series of disciplinary steps that the District must follow.**

The following is a non-exhaustive list of behavior that is improper and unacceptable in the workplace, and will subject employees to discipline:

- Violating or otherwise failing to comply with any District policy stated in this Handbook or elsewhere.
- Failing to follow safety rules or procedures.
- Failing to properly use safety equipment required and provided by the District.
- Falsifying employment records, employment information, or other District records.
- Inefficient or careless performance of job responsibilities or inability to perform job duties satisfactorily.
- Recording the work time of another employee or falsifying a timecard in any way.
- Willful destruction or defacement of District property.
- Removing or borrowing District property without prior authorization.
- Unauthorized use or misuse of District equipment, time, materials, or facilities.
- Fighting on District property.
- Gambling on District property.
- Disorderly conduct such as practical jokes, horseplay, etc.
- Causing, creating, or participating in a disruption of any kind during working hours on District property.
- Insubordination, including but not limited to failure or refusal to obey the orders or instructions of a supervisor or member of management, or the use of abusive or threatening language toward a supervisor or member of management.

- Using abusive, threatening, or intimidating language at any time on District premises.
- Violation of District punctuality and attendance policies. Absences protected by local, state, or federal law do not count as violations of this policy.
- Failing to obtain permission to leave work for any reason during normal working hours, not including emergencies, meal periods, or rest breaks.
- Sleeping or malingering on the job.
- Excessively making or accepting personal telephone calls or utilizing a personal mobile phone in any manner or in any duration during working hours in front of customers, except in cases of emergency or extreme circumstances (i.e., those approved by a manager in advance – see Section 3.5 below for more information).
- Committing a fraudulent act or a breach of trust under any circumstances.
- Any criminal activity that impacts the District, including without limitation theft, embezzlement, or other crimes of dishonesty.
- Immoral or indecent conduct on District property.
- Threats or intimidation, including using obscene, abusive, or threatening language to any District employee or member of the public.
- Making defamatory or false statements detrimental to the facility’s operation or good standing in the community.
- Disregarding lawful instruction of supervisor or proper authority; or
- Failure to be courteous and polite at all times to other employees and third parties interacting with the District.

This statement of prohibited conduct does not alter the District’s policy of at-will employment. Both employees and the District remain free to terminate the employment relationship at any time, with or without reason or advance notice.

3.2 Attendance and Punctuality

Employees expected to be punctual and regular in attendance. Tardiness or absences cause problems for fellow employees and supervisors. When an employee is absent, their assigned work must be performed by others. Late arrivals, early departures or other unanticipated and unapproved absences from scheduled hours are disruptive and must be avoided. For these reasons, regular and reliable attendance is an essential job duty of every position with the District.

Employees are expected to report to work as scheduled, on time, and prepared to start work. Employees also are expected to remain at work for their entire work schedule, except for meal

periods, rest breaks, when required to leave on authorized District business, or when otherwise authorized by the employee's supervisor or a member of management. Employees have a five-minute grace period to clock-in before and after both their shift start time and shift end time. For example, an employee with an 8:00 a.m. start time, will not be considered tardy until 8:06 a.m. Likewise, said employee can clock in as early as 7:55 a.m. This grace period does not apply to meal periods, as employees must take their entire 30-minute meal period.

Employees that are unable to report for work on any particular day, must provide notice to their immediate supervisor as soon as possible (or their delegate if unavailable) once they have become aware of the need to miss work or have a late arrival. Employees must inform their supervisor of the expected duration of any absence. An employee who, without reasonable advanced notice, does not arrive in time for their assigned shift or who does not arrive at all will be considered tardy for that day or a no-call no-show. If the circumstances for the employee's tardiness or absence were unforeseen, the employee must inform their supervisor as soon as practicable of the reason for the tardiness or absenteeism.

Excessive absenteeism or tardiness, providing false information or abuse of leave laws will not be tolerated. An unscheduled absence is excused only if one of the following applies: (1) authorization/permission for the absence was obtained at least 24 hours in advance by the employee's immediate supervisor (or their delegate); or (2) the absence is covered by available paid sick leave or approved vacation; or (3) the absence is for a qualifying purpose and protected under state or federal law. Generally, employees who fail to report for work without any notification to their supervisor for a period of three days, will be considered to have voluntarily abandoned or quit their employment.

Even though exempt salaried employees (i.e., employees exempt from overtime pursuant to California and federal law) might not have rigid work schedules, they must work at times required for the efficient operation of the business and at times which would make them available for supervising employees, working with the District's staff, guests, vendors, and consultants, completing assigned projects, etc. Exempt employees can be disciplined for failing to meet work requirements and assignments, unless the employee is on District provided time off or a legally protected leave. See Section 4.1 below regarding employee classifications and the difference between exempt and nonexempt employees.

3.2.1 Work Schedule

Individual work schedules are assigned in response to business needs. Changes in employee schedules, including the requirement to work beyond a normal schedule, may be made at the discretion of the District and normally are announced as far in advance as practical.

Some District employees do not have a set work schedule. In this case, the District will relay work schedules a month in advance. Schedules are posted at the facility.

Employees should let their supervisor (or, if unavailable, their delegate) know as soon as possible if there are any issues with their schedule. An employee's supervisor can also handle any general schedule-based questions. Time off should be requested prior to the applicable schedule being released and preferably two weeks in advance of that date (see Vacation section below for more

details). Requesting time off after the schedule has already been released can only be made in situations where conditions required by law for allowing little or no advance notice are met (i.e., sick time or other protected leaves of absence). Please see the sections of this Handbook below going over vacation time, sick time, leaves of absence, and other time off.

3.3 Professional Appearance

Employees must maintain a professional appearance at all times while on District premises or while off premises on District business. An employee who is inappropriately dressed or groomed may be sent home to achieve an acceptable appearance. The following is an overview of the District's policy on dress and grooming standards. Different and additional expectations may be implemented depending on department. Supervisors will instruct employees as to any additional department-specific guidelines. In general, the following applies:

- General TLHCD employees: Business casual.
- Front desk, Fitness desk, and housekeeping at Evolutions facility: Black EVO polo shirt, all black or khaki chino/exercise pants or shorts, tennis shoes, and, if needed during colder months, an EVO jacket (zip up or pull over). All EVO branded attire required will be given to the employee at the District's expense. Any necessary uniform reimbursement should follow the procedure detailed at section 4.9.3.
- Fitness manager, business manager, or director at Evolutions facility: Same as above or business casual.
- Group exercise instructor: Fitness attire.

Regardless of the above, employees must appear for work clean, neatly groomed, and wearing appropriate attire (including underclothing entirely covered and not visible) considering the employee's job duties. Employees are not to wear excessively baggy or skin-tight clothing, or clothing which is torn, threadbare, or that is immodest. Employees are not to wear or have exposed to the public any type of makeup, tattoo, body piercing (including earrings), clothing, jewelry, or accessories which would be unsafe or non-hygienic considering the employee's job duties, or which would physically interfere with production, or damage machinery or products, or which may be viewed as gang related, or that is vulgar and/or obscene, or which would portray an unprofessional image. The District considers jeans to be appropriate for business casual attire as long as they are not torn, threadbare, or immodest.

Employees are allowed to appear or dress consistently with the employee's gender identity, but must adhere to the District's appearance, grooming and dress standards. Any employee who requires an accommodation in relation to an appearance and grooming standard for a sincerely held religious belief, medical condition, disability, or other reason must contact their immediate supervisor or the designated HR person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information is found section 1.4 above.

3.4 Vehicles and Driving

Employees whose job duties require them to drive a vehicle for District business will be required to show proof of current valid driving licenses and proof of insurability under the District's policy or current effective insurance coverage before the first day of employment.

Employees are expected to operate motor vehicles safely in accordance with all applicable laws, including possession of a valid driver's license. Employees should not use mobile phones or electronic communication devices while driving for business purposes except as permitted by law, such as using Bluetooth wireless capabilities. Employees whose job responsibilities include regular driving and who choose to accept or make business calls during that time, are required to use hands-free telephone equipment to facilitate the provisions of this policy. Contact management to receive more information about this essential equipment. For the safety of our employees and others, if an employee does not have Bluetooth capabilities, it is imperative that the employee pull over and stop at a safe location to dial, receive, or talk on the mobile phone.

Employees must never use an electronic communication device while driving to write, send, or read a text-based communication, including but not limited to, text messages, instant messages, or electronic mail.

Employees whose job responsibilities do not specifically include driving as an essential function, but who may use a mobile telephone for calls related to District business, are also required to abide by the provisions above. Under no circumstances are employees allowed to place themselves or others at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of a mobile phone or electronic communication device while driving will be solely responsible for all fines and liabilities that result from such actions. In the event of any vehicle collision while in the course of employment, management must be immediately notified; ordinarily a police report will be required. As required by law, employees must wear seat belts at all times while operating or riding in a vehicle while on District business.

3.5 Use of Computers, Electronic Devices, Social Networking, and Mobile Phones

3.5.1 Use of District Computers and Mobile Internet Enabled Devices

Where necessary to assist employees in performing their job duties, the District provides computers, computer files, voicemail, the electronic mail (e-mail) system, and other business equipment and facilities for business-related purposes. The District's computer system, including all data files and applications, is the property of the District. All materials and information created, transmitted, or stored on this system are the property of the District and **may be accessed by authorized personnel at any time with or without prior notice**. In addition, since the District is a public entity, information contained on District computers and devices may be subject to public disclosure if a records request is made by a third-party, including any stored personal information.

District property users should have no expectation of privacy with respect to the use of District computers, mobile internet enabled devices, or other District owned electronic devices or resources, including e-mail, instant messaging, and voice mail. The District

reserves the right to monitor and log all network activity including e-mail and Internet use, with or without notice. The public may also have the right to information kept on District Devices.

System passwords must be used for purposes of security, but the use of such passwords does not affect the District's ownership or ability to monitor information. Employees are prohibited from disclosing their passwords to anyone. Passwords should never be given out or kept within public view. The District reserves the right to assign temporary passwords or personal codes when granting access to voicemail, e-mail, and computers. The District further reserves the right to require employees to change passwords and personal codes on a regular basis for security purposes.

To ensure that the use of computer, electronic, and telephone communication systems and business equipment is consistent with the District's legitimate business interests, authorized representatives of the District may monitor the use of such equipment from time to time (in accordance with applicable law) to determine if such use is District-related. The District retains the right to inspect, audit, intercept, access, and disclose all e-mail correspondence employees may send, receive, or otherwise compose or store on its computer systems, as well as any correspondence they may send, receive, or otherwise compose from any District-provided e-mail account. The District also monitors internet activity, including but not limited to browser history.

Use of District computers for non-business purposes is strictly forbidden while on-duty. This includes, but is not limited to, the following: viewing or participating in social networks such as Facebook, Instagram, and Twitter; use of other electronic resources such as e-mail; and viewing and/or visiting non-work related websites or databases. However, there are a few exceptions to this rule during breaks, meal periods, or other breaks such as: to send and receive necessary and occasional personal communications; to use the telephone system, mobile phones or smart phones for brief and necessary personal calls or messages; and to access the Internet for brief personal searches and inquiries, provided that employees adhere to all other usage policies. **Employees must remember, however, that there is no expectation of privacy when using District devices (see the above), and personal use may be viewed by the District or disclosed to third-parties if an applicable records request is made.**

Employees are prohibited from using the District's computers, communication systems, and related equipment in any way that may be disruptive or offensive to others, or in a manner that violates any District policy, including, but not limited to, the transmission of sexually explicit images, messages, jokes or cartoons, ethnic or racial slurs, or anything that may be construed as a violation of the District's policies.

The electronic communication systems shall not be used to send (upload) or receive (download) copyrighted materials, trade secrets, proprietary financial information, or other confidential materials without prior authorization. The District purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the District does not have the right to reproduce such software for use on more than one computer. Employees may only use software on local area networks or on multiple machines according to that software's specific

license agreement. The District prohibits the illegal duplication of software and its related documentation.

Employees may access only messages, files, or programs, whether computerized or not, that they have permission to enter. Exceeding authorized access to confidential information and unauthorized review, duplication, dissemination, removal, damage, or alteration of files, passwords, computer systems, data bases or programs, voicemail messages or other property of the District, or improper use of information obtained by unauthorized means, will be grounds for disciplinary action, up to and including termination.

This policy is not intended to limit the ability of employees to discuss with other employees the terms and conditions of their employment, including such topics as wages, job performance, workload, supervisors, or staffing.

3.5.2 Social Media

Employees may not post, forward, or share anything on social media networks which would violate any District policy contained in this Handbook, such as the policy regarding the prevention of harassment and discrimination, and the disclosing of Confidential Business Information. Liability for libel and/or slander, or other torts, may apply if the employee purposefully or recklessly posts, forwards, or shares false statements about the District, other co-workers, or people who do business with the District. Employees must also avoid the appearance of speaking on behalf of the District when posting, forwarding, or sharing material on social networks. Nothing in this policy is intended to restrict an employee's right to engage in any communication or concerted activity protected by law.

Employees may not use personal social media in ways that interfere with the employee being productive at work or that would use District resources. Hence, employees may not use their District email, District Internet service, or District equipment to manage or monitor personal social media. Managing personal social media or a personal webpage, or blogging, texting, reading, or posting personal messages and emails are prohibited during the periods of time the employee is to be actively working.

To avoid allegations of harassment or favoritism, supervisors are discouraged from making or accepting "friend" or "link" requests of subordinate employees. Employees are encouraged to report to the District any unwanted "friend" or "link" requests from supervisors. In all cases, supervisors and employees must follow all the District policies, including those addressing conflicts of interest and those prohibiting discrimination and sexual harassment when interacting with co-employees on social media.

The District reserves the right to view and rely on any information posted by an employee on the employee's social media which can be accessed by the public or legally obtained by the District. However, the District does not regularly monitor the social media sites of its employees, and information posted on those sites will not take the place of the need for the employee to request leaves of absence or other employment benefits and accommodations as required by law and/or District policy.

The District uses social media in limited circumstances for defined business purposes. However, only authorized individuals are allowed to speak/write in the name of the District using the social media tools of the District. The CEO will authorize employees in writing if they can use these District social media tools to perform their job duties. Authorized individuals using the District social media tools shall identify themselves honestly, accurately, and completely and comply with all District policies in using this media.

3.5.3 Mobile Phones and Employee Owned Devices Generally

Some employees may be provided with District mobile phones or a monthly stipend for work-related use of their personal mobile phone (including handheld devices and smart phones). Employees who are not provided with a District mobile phone or a monthly stipend are not expected or required to use the personal mobile phone for business purposes. Instead, employees should use provided landlines and radios if needed. Only employees who need a mobile phone to complete their job duties receive a District phone or a monthly stipend.

The use of a personal mobile phone to complete job duties is unnecessary and prohibited if an employee is not receiving a monthly stipend. Devices should be put away in a secure location and only used while off-duty (i.e., breaks, meal periods, etc.) or if prior approval is obtained (i.e., expecting emergency call). If an employee, who is not receiving a monthly stipend, is required to use their personal mobile phone for any business purpose, they must report this issue and seek reimbursement immediately pursuant to the process outlined at Section 4.9 of this Handbook below. The same would apply for employees who *are* receiving a stipend if at any time that stipend does not adequately cover reasonable and necessary business expenses incurred.

District mobile phones are District property. Data (including web browsing), messages (including voice mail, mobile email, and text messaging), and other stored electronic information is subject to monitoring pursuant to Section 3.5.1 of the Handbook above. The District may ask employees to assign a password to their District mobile phone to prevent unauthorized access. This password does not affect the District's ownership of the mobile phone or ability to monitor the information.

Employees are required to be professional and conscientious at all times when using District-issued mobile phones or when speaking on any phone or radio for business purposes. Employees should be mindful about websites visited or information viewed on any District- issued smart phones. Employees who are provided a District mobile phone may use it to send and receive occasional and limited personal communications. Any personal usage of a District-issued mobile phone must not interfere with the employee's work performance, take away from work time, or violate any District policy, including policies against harassment, discrimination, and disclosure of confidential or trade secret information. **Again, employees must remember that there is no expectation of privacy when using District devices (see Section 3.5.1 above).** Employees are responsible for paying for additional time or data usage in excess of any rate plan maintained by the District and unrelated to performance of job duties or following District directions.

The District prohibits the excessive use of personal mobile phones while on-duty or utilizing a personal mobile phone in any manner or in any duration during working hours in front of customers, unless an exception for extenuating circumstances has been granted by a supervisor

(e.g., if the employee is expecting an urgent personal call) or in the case of emergencies. This includes sending or receiving text messages, taking photographs (see section 3.5.4 below for further details), using applications, or accessing the internet. Employees may use personal devices during non-working times, such as breaks and meal periods; however, all other District policies against inappropriate usage, including the District's no tolerance for discrimination, harassment, or retaliation in the workplace, apply.

3.5.4 Audio and Video Recordings

Due to concerns regarding the potential for invasion of privacy, sexual or other harassment, and protection of proprietary or confidential information, employees may not use any audio or video recording devices, including but not limited to functions found on a mobile phone, while on working time, including but not limited to in work areas that the District has identified as confidential, secure or private, unless the employee is engaged in protected activity related to improving the terms and conditions of their employment, such as documenting health and safety issues. For the same reasons, employees are also prohibited from taking photographs with their mobile phones or any other device of or at the workplace at any time unless, again, it is to document something the employee reasonably believes is unlawful.

3.6 Drug and Alcohol Policy

The District has a vital interest in maintaining safe and efficient working conditions for its employees. As a result, the District is concerned about the use of alcohol, illegal drugs, or controlled substances, including marijuana (an illegal drug under federal law), as it affects the workplace. Use of these substances whether on or off the job can adversely affect an employee's work performance, efficiency, safety, and health, and therefore seriously impair the employee's value to the District. In addition, the use or possession of these substances on the job constitutes a potential danger to the welfare and safety of other employees and exposes the District to the risks of property loss or damage, or injury to other persons.

The use, possession, distribution, selling, or receiving of controlled substances ("illegal drugs") or alcohol, or being under the influence of drugs or alcohol, is strictly prohibited while on duty, while on District property, or while operating a District vehicle. Use of "illegal drugs" includes getting "high" on mind-altering gases or fumes, such as glues, petroleum products, butane gas, and aerosol propellants. Legally prescribed or over-the-counter medications are permitted only when the use of such medications does not adversely affect the employee's work ability, job performance, or the safety of that individual or others. An employee must advise the District if they are taking any prescribed or over-the-counter medication which may affect any of these facets of their employment (please see below for further details). Violation of this policy will result in disciplinary action, which may include termination.

Possessing, using, being under the influence of, testing positive for, selling, purchasing, distributing manufacturing, or dispensing illegal drugs is strictly prohibited. So is offering, soliciting, or negotiating to buy, sell, or distribute illegal drugs. Any employee who is convicted on a charge of illegal sale, use, or possession of any illegal drug while on or off duty must report the conviction to their immediate supervisor (or, if absent, their delegate) within five days of the conviction. The immediate supervisor must relay this information to the designated HR person at

the District Office. Each conviction will be reviewed separately. However, convictions may lead to termination of employment because such conduct, even though off duty, reflects adversely on the District. In addition, the District must keep people who illegally sell or possess drugs off the District's premises in order to keep the illegal drugs themselves off the premises and, in turn, its employees and others safe.

The District will implement this Drug and Alcohol Policy, including the additional provisions detailed below (i.e., drug testing), in a manner that complies with relevant federal, state, and local law. When the District has reason to believe that federal, state, or local law is being violated, the District may refer such activities to law enforcement agencies.

3.6.1 Testing and/or Searching of Property Upon Reasonable Suspicion

The District reserves the right to require drug or alcohol testing of any employee upon reasonable, individualized suspicion that the employee is under the influence of drugs or alcohol. In addition, the District reserves the right to inspect any employee's work area, desk, bag, purse, backpack, or any other enclosed container kept by the employee on the work premises or in a vehicle on District property upon reasonable suspicion that drugs, paraphernalia, or weapons may be found and with the purpose of promoting safety in the workplace. Any inspection may be done with or without notice. This means that any employee, potentially, may be subject to testing or search.

"Reasonable suspicion" means objective symptoms, such as factors related to the employee's appearance, behavior, manner, disposition, muscular movement, speech or breath odor, information provided to management by an employee, by law enforcement officials, or by other persons believed to be reliable, or a suspicion that is based on other surrounding circumstances. Reasonable suspicion may be established by, but is not limited to, any of the following factors: a physical or verbal altercation; unusual or erratic behavior; slurred speech; loss of coordination; dilated pupils or blood shot eyes; possession of drugs or alcohol; odor of marijuana or alcohol.

Any employee who undergoes a drug or alcohol test under this policy, including but not limited to instances when the testing is part of any return-to-work requirement, and who tests positive for illegal drugs or alcohol use in any detectable amounts regardless of when the drugs or alcohol were used, will be in violation of District policy resulting in disciplinary action, up to and including termination of employment.

An employee's refusal to undergo testing is grounds for immediate termination. Any and all testing will be performed in a certified laboratory or by a licensed physician, at the expense of the District.

3.6.2 Testing Protocol

Drug and alcohol testing will screen for one or more of the following drugs or alcohol: ethyl alcohol, cannabinoids (marijuana), cocaine, phencyclidine (PCP), amphetamines, methamphetamine, opiates, methadone, barbiturates, benzodiazepines and/or tricyclic antidepressants, or a metabolite of any such substance.

When a drug and/or alcohol test is requested by the District, the employee must report to a pre-approved sample collection facility with photo identification immediately as directed by the

District. If the employee is being tested because of reasonable suspicion testing, the District will provide transportation to and from the sample collection facility, and the employee will not be allowed to drive home. Instead, the District will work with the employee in making arrangements to transport the employee and the employee's vehicle to the employee's home.

Prior to giving a sample, the employee will have the opportunity to confidentially disclose to the collection site technician the use of any prescription or nonprescription medications. The presence of legally prescribed or over-the-counter medications will not form the basis for a positive drug test.

Refusal to submit to mandatory testing or obstructing the testing procedure in any way, including ingesting products that are designed to mask drug use, failing to report to the sample collection facility in a timely manner, failing to give viable urine samples, or tampering with such samples, is itself a violation of District policy. It is also against District policy to assist others in carrying out conduct that obstructs the testing process. Those who violate this policy are subject to discipline up to and including termination of employment as provided in the District's "Discipline" policy.

If an employee is being tested because of reasonable suspicion, then the employee will be suspended without pay pending the results of the test. If the test results are negative and the employee has not been terminated for performance issues or violating District policy, then the employee will be reinstated and paid for any loss of scheduled, regular work hours.

The District will not disclose alcohol/drug test results to anyone other than the employee without a written release from the employee, unless otherwise authorized or compelled to do so by law. Access to this information within the District is limited strictly to those who need to know. All testing results shall be kept in a secure file separate from the employee's main personnel file.

Within five days of the District receiving a report of a positive drug or alcohol test, the District will notify the employee in writing by certified mail of (a) the test results, (b) the employee's right to request and obtain a confirmatory test, and (c) the fee payable by the employee for the costs of a confirmatory test.

Within ten working days after receiving notice of a positive confirmed test result, the employee may submit information to the District explaining the test results, and why the results do not constitute a violation of this policy. If an employee's explanation of the positive test results is not satisfactory to the District, a written explanation by the District as to why the employee's explanation is unsatisfactory along with the report of the positive results shall be made a part of the medical portion of the employee's personnel records.

Any illegal drug or alcohol testing requested by the District, including follow-up testing, will be conducted on District time, and at the District's expense. However, as allowed by law, the cost for follow-up testing as part of a rehabilitation program is the responsibility of the employee.

3.6.3 Prescription Drug Use

The legal use of controlled substances, i.e., those prescribed by a licensed physician to the employee, or over-the-counter medications, is allowed. However, if it appears an employee cannot

do their job satisfactorily because of such substances, the District may require the employee to provide a medical certification/doctor's release regarding the limitations caused by the medication. Any employee who is using prescription and/or over-the-counter drugs that may impair the employee's ability to safely perform the job, or affect the safety or well-being of others, must notify their immediate supervisor of such use immediately before starting or resuming work. The immediate supervisor must relay the information to the designated HR person at the District Office. An employee may be terminated or obligated to take an unpaid leave of absence if they cannot do their job safely and efficiently because of the use of prescription or over-the-counter drugs.

3.6.4 Time Off For Rehabilitation

The District will reasonably accommodate any employee who wishes to voluntarily enter and participate in an alcohol or drug rehabilitation program, provided that this reasonable accommodation does not impose an undue hardship on the District. This does not limit the District's right to refuse to hire, or discharge an employee who, because of the employee's current use of alcohol or drugs is unable to perform their duties or cannot perform the duties in a manner that would not endanger their health or safety or the health or safety of others. The District shall make reasonable efforts to safeguard the privacy of any employee who takes a leave of absence under this section, as to the fact that they have enrolled in an alcohol or drug rehabilitation program. Time off under this section is without pay, but employees are required to exhaust any available paid vacation leave benefits during a leave of absence taken for this purpose.

3.7 Tobacco

All applicable federal, state, and local smoking ordinances must be observed at all times. Employees are not permitted to use tobacco products on District premises or in District vehicles. The only exception is in designated smoking areas outside, or if no area is provided, at least 30 feet from any building or enclosed area, which includes not only buildings but covered parking lots, waiting areas, elevators, stairwells, and restrooms. This policy applies to all tobacco products, including, but not limited to, cigarettes, cigars, chewing tobacco, e- cigarettes, and vape pens. Employees who are off-duty or on a meal period or rest break may use tobacco products. Employees who use tobacco products do not receive additional rest periods.

3.8 Employee Property

An employee's personal property, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of District property, possession of dangerous weapons or firearms, or abuse of the District's drug and alcohol policy.

For security reasons, employees should not leave personal belongings of value in the workplace. The District is not responsible for lost or stolen items.

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

3.9 Employer Property

District property, including but not limited to tools, furniture, desks, computers, mobile phones, and data processing equipment/software, must be maintained according to District rules and regulations. District property must be kept clean and is to be used only for work-related purposes. **The District reserves the right to inspect all District property including but not limited to desks, tables, drawers, cabinets, or computer or phone data or messages for legitimate business needs or if reasonable suspicion requires the search to ensure compliance with District rules and regulations, without notice to the employee and at any time, not necessarily in the employee's presence.** Prior authorization must be obtained before any District property may be removed from the premises.

Equipment essential to accomplishing job duties will be provided by the District, and it is often expensive and may be difficult to replace. When using District property, employees are expected to exercise care, perform required maintenance (always while on the clock), and follow all operating instructions and safety standards and guidelines. Employees should notify their supervisor or any member of management immediately if any equipment, machines, or tools appear to be damaged, defective, or in need of repair. Prompt reporting of loss, damages, defects, and the need for repairs could prevent deterioration of Property and possible injury to employees or others.

See Section 3.5 of this Handbook above regarding use of District owned electronic devices.

4. WAGE AND HOUR POLICIES

4.1 Employee Categories

A number of different types of employees are employed by the District. Employees will be assigned by the District to one of the following classifications. **Employee classification will change only upon written notification by the District.** This notice will be provided by the CEO or a member of the Board of Directors. There are no automatic conversions from one classification to another. Any questions about employee classification should be addressed to the CEO or the designated HR person at the District Office.

Regular Full-Time

The District considers Regular Full-Time employees to be those who are regularly scheduled to work 40 hours per week.

An employee classified as Regular Full-Time is not guaranteed an exact number of hours per week, however, and may have to work more or less than the designated cutoff. An employee's classification does not change unless and until the District informs the employee of the classification change, even though the employee may meet the definition of another classification. Being classified as Regular Full-Time does not impact the employee's "at-will status" – see Section 1.2 of this Handbook.

Regular Part-Time

The District considers Regular Part-Time employees to be those who are regularly scheduled for less than 40 hours per week.

An employee classified as Regular Part-Time Time is not guaranteed an exact number of hours per week, however, and may have to work more or less than the designated cutoff. An employee's classification does not change unless and until the District informs the employee of the classification change, even though the employee may meet the definition of another classification. Being classified as Regular Part-Time does not impact the employee's "at-will status" – see Section 1.2 of this Handbook.

Temporary Employees

These employees are hired as interim replacements to temporarily supplement the workforce, or to assist in the completion of a specific project, or to work on an intermittent and/or unpredictable basis (i.e., not regularly scheduled every week) and who are temporarily scheduled to work the District's full-time or part-time schedule for a limited duration. Temporary Employees may work any number of hours, but the employment assignments in this category are expected to last less than a year. However, they may last longer based upon need. Temporary Employees remain at-will despite having an anticipated end date. Employment beyond any initially stated period does not in any way imply a change in employment status. Temporary Employees may be hired directly by the District or through a temporary employment agency. Temporary Employees include seasonal employees as well.

Classifications Provided By Law

In particular circumstances, federal, state, or local law may classify employees as either full-time or part-time depending on the number of hours worked per week or month. Where applicable, the District will use these definitions as required. In all other circumstances (i.e., determination of eligibility for District provided benefits), the District's above classifications will be utilized.

Exempt Versus Non-Exempt

All employees are classified as either exempt or non-exempt employees. Exempt employees are employees who are paid on a salary basis, earn at least two times the minimum wage based upon a standard 40-hour workweek, primarily engaged in duties that qualify as "exempt." Exempt employees are generally not required to track their hours worked and are not paid overtime. Exempt employees must track and report any full or partial day absences and the reason for such absences (i.e., illness of self or family member, vacation, etc.) if greater than four hours. All other employees are considered non-exempt employees and are paid hourly and required to track time worked. Non-exempt employees are entitled to overtime pay. All employees shall be informed at the time of hire if they are considered an exempt employee or at the time that they are being transferred into an exempt role.

4.2 Hours of Work, Pay Periods, and Pay Checks

For the purposes of overtime, the District’s workweek is defined as Sunday at 12:00 a.m. to Saturday at 11:59 p.m. All District employees are paid biweekly on Friday for all of the work they performed in the previous pay period. If a regular payday falls on a holiday, employees will be paid on the last day worked before the holiday. Employees that observe an error on their check should immediately report it to their immediate supervisor or the designated HR person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information is found section 1.4 above.

4.3 Time Records

All nonexempt employees are required to use the District’s timekeeping system to accurately record and report their time worked for payroll purposes.

Non-exempt employees must record the exact time that they start their shift and the exact time that they end their shift for the day. **Employees must not round their time.** Non-exempt employees must also record the exact start and end time of their meal periods. The start and stop time for rest periods do not have to be recorded. Rest periods are with pay and not deducted from hours worked. Working “off-the-clock” is strictly prohibited and is against District policy (see section below for further details). Employees must report all time spent performing work for the District, including but not limited to, pre- and post-shift work-related activities or time spent at meetings, trainings, or travel time (not including normal commute to and from home and work – see section 4.9.1 below).

Employees must not clock in early from their meal periods (see meal period section below for more details). **Employees must take their full 30-minute meal period.**

Non-exempt employees also must record their time whenever they leave the building for any reason other than for District business, a required rest break, or if otherwise approved by a supervisor. Employees will be required to certify that their time records are accurate.

Any handwritten marks or changes on timecards must be initialed by a supervisor. It is not permissible to enter another employee’s time for them, allow another employee to enter your time, or to otherwise alter a timecard without approval. These actions are subject to disciplinary action up to and including termination.

Employees should report any errors on their timesheet to their immediate supervisor or the designated HR person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information is found section 1.4 above.

4.4 Prohibition of Off-The-Clock Work

As a matter of policy and practice, the District pays employees for all time worked. Non-Exempt employees must not perform any work off-the-clock; this includes pre- and post-shift activities as well as responding to or reading work-related e-mails or text messages from home, or outside normal business hours. **Non-Exempt employees must record all time worked on their**

timesheet, even if this time occurs outside an employee’s normal work schedule or was not approved by the employee’s direct supervisor or management. If an employee performs work that was not previously approved by the District, then the employee must discuss this fact with their supervisor in addition to reporting the time worked on their timesheet. If time worked was not included on a timesheet that has already been submitted, the employee must immediately report the time worked, preferably in writing, to their immediate supervisor (or, if absent, their delegate) or the designated HR person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO, preferably in writing. Contact information is found section 1.4 above.

No one has the authority to require, allow, or ask, directly or indirectly, any Non-Exempt employee to perform any work for the District “off the clock.” Employees must refuse all requests by their supervisors to work “off the clock” and report the request to the CEO or the designated HR Person at the District Office. Contact information for all individuals is found at section 1.4 above.

Supervisors who instruct employees to perform work off the clock and/or who have knowledge of but fail to report any off-the-clock work are subject to discipline up to and including termination. In all cases, all time worked by non-exempt employees must be recorded on the employee’s time record and will be compensated in accordance with District policies and applicable laws and regulations. Any employee who is determined to have performed work off-the-clock without reporting the time worked will be paid for time worked but will be subject to discipline up to and including termination.

4.5 Meal Periods and Rest Breaks (Non-Exempt Employees)

4.5.1 Rest Breaks

As a public agency, California’s Wage Orders pertaining to rest breaks do not apply to the District. Regardless, the District still provides and requires that employees take rest breaks according to this policy. Every non-exempt employee who works a shift of 3.5 hours or more is authorized to take a rest break of at least 10 minutes for each 4-hour period of work (or major fraction thereof, defined as 2 hours) and must do so. Employees are paid for rest breaks but are considered to be off-duty and must not perform any work during these breaks. Rest breaks should be taken as close to the middle of each work period as practicable.

The District authorizes and permits rest periods according to the following schedule (additional breaks are provided if an employee works over 14 hours – this chart is for illustrative purposes):

Duration of Shift in Hours	# of 10 Minute Rest Periods	Comments
0 < 3.5	0	Non-exempt employees who work less than 3.5 hours in a workday are not entitled to take a rest period.
3.5 to ≤ 6	1	Non-exempt employees who work 3.5 hours or more in a workday, but who do not work more than 6 hours in a workday are expected to take one 10-minute rest period.

> 6.0 to ≤ 10.0	2	Non-exempt employees who work more than 6 hours in a workday, but who do not work more than 10 hours in a workday are expected to take two 10-minute rest periods.
> 10.0 to ≤ 14.0	3	Non-exempt employees who work more than 10 hours in a workday, but who do not work more than 14 hours in a workday are expected to take three 10-minute rest periods.

The District fully authorizes all employees to take all required rest breaks. Rest breaks are not scheduled by supervisors or management. Instead, employees are expected to manage their time and determine when to take rest breaks in accordance with this policy and their personal preference. Although employees do not need to seek permission from a supervisor or manager to take a rest break, employees working at the Evolutions facility are expected to notify a manager when they are going on a break due to the constant presence of guests in the facility and so that adequate coverage can be ensured. Any employee who is having difficulty managing their work and feels they are not able to take a rest break due to work duties or guest demands must inform their supervisor, who will assist the employee with this issue. An employee’s failure to take all required rest breaks per this policy is subject to discipline up to and including termination. Employees should talk with their supervisor if they do not know when to take a rest break or how many they need to take.

Employees should not skip a rest break for the purpose of taking extra time at lunch or leaving early. Employees do not need to clock out during their rest breaks, but they will be relieved of all duty during them. Employees are free to come and go as they please and are free to leave the premises during their rest breaks. Employees are expected to return to work promptly at the end of any rest break.

Any employee who does not take one of their required rest breaks in compliance with the District’s policy, whether caused by the employee, the employee’s supervisor, the demands of the job, or any other reason(s), must immediately report this to their direct supervisor utilizing the reporting form provided by the District, which can be found in the employee lounge or at the District office. If not addressed by the employee’s direct supervisor or if caused by this direct supervisor, then the employee must bring the issue to the attention of the CEO or the designated HR Person at the District Office. Contact information at section 1.4 above. A break is not in compliance with District policy if it is missed, late, short, or interrupted or if the employee performs any work during the break. The District prohibits retaliation against any employee who reports an inability to take, or failure of the District to provide, rest breaks as provided under this policy.

Supervisors or managers who interrupt an employee’s rest breaks, are aware of any interruption by others, or have knowledge of any employee performing work during a rest period, must also report this to the CEO or the designated HR Person at the District Office.

Failure to report known interruptions or other failures to comply with this rest break policy will result in the employee, supervisor, or manager being disciplined up to and including termination.

4.5.2 Meal Periods

Similar as with rest breaks, as a public agency, California's Wage Orders pertaining to meal periods do not apply to the District. Regardless, the District still provides and requires that employees take meal periods according to this policy. All employees are provided with an off-duty, unpaid meal period of at least 30 minutes for every five hours of work. An employee who works a shift of five but not more than six hours may choose to waive their meal period. Employees are provided with a second off-duty meal period of 30 minutes if the employee works a shift of more than 10 hours. The employee may waive the second meal period if the total hours worked is no more than 12 and the employee actually took the first meal period.

The District provides meal periods according to the following schedule (additional meals are provided for every five hours over 10 – this chart is for illustrative purposes):

Duration of Shift in Hours	# of Meal Periods	Comments
0 to < 5.0	0	Employees who work less than five hours in a workday are not provided with a meal period.
≥ 5.0 to < 10.0	1	Employees who work five or more hours in a workday, but who work less than ten hours in a workday are expected to take a 30-minute meal period available by the start of the 5 th hour of work, unless the employees are working six or fewer hours and elect in writing to waive the first meal period.
≥ 10.00	2	Employees who work ten or more hours in a workday are expected to take a 30-minute second meal period available by the start of the 10 th hour of work, unless the employees are working twelve or fewer hours, and did not waive the first meal period, and elect in writing to waive the second meal period.

Again, **each meal period must be taken before completion of the fifth hour of work**. For example, an employee who begins work at 8:00 a.m. must start the first meal period before 1:00 p.m., and assuming the first meal period lasted thirty minutes, the second meal period must begin before 6:30 p.m., if applicable. Just as with rest breaks, employees are entirely relieved of responsibilities and restrictions during their meal periods and are free to leave the premises and must not perform any work for the entire meal period. Employees choosing to stay on the premises for their meal periods or rest breaks must eat and drink in the designated areas.

Also, like rest breaks, the District fully authorizes all employees to take all meal periods required by this policy. Meal periods are not scheduled by supervisors or management. Instead, employees are expected to manage their time and determine when to take their meal periods in accordance with this policy and their personal preference. Although employees do not need to seek permission from a supervisor or manager to take a meal period, employees working at the Evolutions facility are expected to notify a manager when they are taking their meal period due to the constant presence of guests in the facility and so that adequate coverage can be ensured. Any employee

who is having difficulty managing their work and feels they are not able to take a meal period break due to work duties or guest demands must inform their supervisor, who will assist the employee with this issue. An employee's failure to take all required meal periods per this policy is subject to discipline up to and including termination. Employees should talk with their supervisor if they do not know when to take their meal periods or how many they need to take.

Non-exempt employees must accurately record the start and stop for their meal periods.
Employees must take their full 30-minute meal period.

Any employee who does not take one of their required meal periods in compliance with the District's policy, whether caused by the employee, the employee's supervisor, the demands of the job, or any other reason(s), must immediately report this to their direct supervisor utilizing the reporting form provided by the District, which can be found in the employee lounge or at the District office. If not addressed by the employee's direct supervisor or if caused by this direct supervisor, then the employee must bring the issue to the attention of the CEO or the designated HR Person at the District Office. Contact information at section 1.4 above. A meal period is not in compliance with District policy if it is missed, late, short, or interrupted or if the employee performs any work during the meal period. The District prohibits retaliation against any employee who reports an inability to take, or failure of the District to provide, meal periods and rest breaks as provided under this policy.

Supervisors or managers who interrupt an employee's meal period, are aware of any interruption by others, or have knowledge of any employee performing work during a rest period, must also report this to the CEO or the designated HR Person at the District Office.

Failure to report known interruptions or other failures to comply with this meal period policy will result in the employee, supervisor, or manager being disciplined up to and including termination.

4.6 Overtime for Nonexempt Employees.

Employees may be required to work overtime as necessary. Only actual hours worked in a given workweek can apply in calculating overtime. The District will attempt to distribute overtime evenly and accommodate individual schedules.

All overtime work must be previously authorized by a supervisor or manager. Any employee who works overtime without prior authorization will be paid for all time worked but may be subject to discipline depending on the circumstances. In the event an employee works overtime (whether authorized or not) and fails to accurately record time worked, or is unable to record the time, the employee must immediately notify their immediate supervisor (or, if absent, their delegate). Any employee who works overtime and fails to report it will be subject to discipline.

Nonexempt employees receive overtime pay in accordance with the minimum legal requirements then in effect. As of the publication date of this handbook, the federal Fair Labor Standards Act applies to the District. California overtime laws do not presently apply to the District because of its status as a public agency. The FLSA requires employers to pay nonexempt employees overtime compensation of at least 1.5 times their regular rate of pay for all hours worked over 40 in a workweek. Overtime pay is determined on a workweek basis, as defined at Section 4.2 above.

Exempt employees may have to work hours beyond their normal schedules as work demands require. No overtime compensation will be paid to exempt employees.

4.7 Garnishments

The District is required by law to recognize certain court-ordered wage garnishments. When we receive a notice of a pending garnishment, the District will notify the employee of the court order and the date the first deduction will be made. The District will act in accordance with state and federal law when withholding an employee's earnings for purposes of paying a debt through garnishments.

4.8 Deductions From Wages

4.8.1 Necessary Deductions

Certain deductions required by law will be made from employees' wages. These include State and Federal income taxes, Social Security taxes (FICA), and State Disability Insurance (SDI) payments. Deductions will also be made for health insurance premiums if the employee is enrolled in the District's group health plan.

Each employee must complete a withholding exemption certificate (IRS Form W-4) and a California DE4 tax form at the time of hire. This information determines the amount of income taxes withheld. Any material changes in information, such as family status, which increases or decreases exemptions must be reported to the designated HR person at the District Office. A statement of earnings and taxes withheld is supplied to employees each year.

4.8.2 Policy Against Improper Deductions

The District, as a matter of policy, strictly prohibits improper deductions from employee wages. Any employee who believes that improper deductions have been made must immediately bring the improper deduction to the attention of their immediate supervisor (or, if absent, their delegate) or the designated HR person at the District Office. If any employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO, preferably in writing. Contact information is found section 1.4 above. The District will promptly reimburse employees for any improper deductions and take the necessary steps to make sure no improper deductions are made in the future. The District is committed to compliance with the requirements of the Fair Labor Standards Act and California Labor Code as applicable.

4.9 Travel and Expense Reimbursement Policy

As a matter of policy, the District will reimburse employees for all necessary business-related expenditures or losses incurred by the employee in direct consequence of the performance of their duties. Expenses incurred must be reasonable and necessary and District reserves the right to deny or reduce the amount of expenses claimed that are excessive, unnecessary, or otherwise not reasonable.

This policy sets forth the system for reporting a reimbursement of any necessary business expenses incurred by employees. All employees are required to follow this policy. Failure to follow the

reporting and approval procedures or abuse of this business expense reimbursement policy, including falsifying expense reports, may be grounds for disciplinary action, up to and including termination of employment.

All questions about whether certain expenses are reimbursable should be directed the employee's immediate supervisor, the CEO, or the designated HR Person at the District Office (contact information at section 1.4 above). Employees must obtain prior approval before incurring any expense on behalf of the District – see section 4.9.3 below.

The below categories are not intended to be an exhaustive list of all possible reimbursable business expenses. The District provides all tools necessary for employees to perform their job. In sum, the expenses that may be reimbursed under the Expense Reimbursement Procedures, include but are not limited to, the following:

- Travel expenses, including transportation, mileage (for personal vehicle use), lodging, and meals (not including the purchase of alcohol).
- Training Expenses.
- Miscellaneous expenses including necessary use of personal mobile phone for business.

4.9.1 Travel Pay and Mileage

Expenses for travel, parking, lodging, meals, supplies, and the like may be eligible for reimbursement under certain circumstances. As detailed above, employees must obtain prior approval before incurring any expense on behalf of the District – see Section 4.9.3 below.

The law does not require the District to pay for the employee's normal commute time to and from work. If the employee normally reports to the District's premises but is asked on occasion to report directly to an off-site location, travel time to the first off-site location and back from the last off-site in excess of the employee's normal commute time will be paid as required by law. Regardless of the above, travel time which occurs during the employee's normal working hours and/or during the workday between work locations will be paid as required by law whether or not such travel starts or ends at home or any other location. Employees must keep a timecard of all hours worked (including travel time) and must take rest and meal breaks as required by law and set forth in this Handbook even when they are traveling. The employee must also submit with the employee's timecard all mileage for use of a personal vehicle corresponding to any travel time that is being paid. This Travel Time policy is to be interpreted and applied so as to comply with all wage and hour laws as such may change from time to time.

If use of an employee's personal vehicle is required for business purposes, employees will be reimbursed at the mileage rate set by the Internal Revenue Service (IRS). The IRS reimbursement rate is intended to cover all costs of vehicle operation including, but not limited to the cost of gasoline, oil, maintenance, depreciation, insurance, registration, etc. Tolls and parking fees are also reimbursable. Again, the District will not reimburse employees the cost of their ordinary commute. During any business-related travel, the District will not reimburse employees for expenses that are not necessary for business purposes or those incurred by the employee's gross

negligence or intentional misconduct such as: parking tickets; fines for moving violations; vehicle towing charges. Employees using a personal vehicle for business purposes should ensure that their automobile insurance covers business travel.

4.9.2 Mobile Phones

The District will provide a District-issued mobile phone or a monthly reimbursement to those employees whose job duties require the employee to remain in close contact with the District. Landlines or radios are available for use by all other employees in the event business-related calls are required during regular business hours. **Employees who are not provided with a District-issued mobile phone or reimbursement are not required and should not be instructed or encouraged by supervisors to communicate with one another, members or vendors for business-related purposes using personal mobile phones.**

Any employee who is not issued or provided a District mobile phone or reimbursement and finds it necessary to use their personal mobile phone for business-related purposes must report such use to their supervisor so that the employee may be properly reimbursed. The employee must include with their report to their supervisor details regarding the reimbursable call, message, or other mobile phone use (i.e., person messaged, date, time, etc.). The supervisor must report this information to the Designated HR Person at the District Office. If this issue is not addressed by the employee's supervisor, then the employee should bring the issue directly to the attention of the CEO (contact information at section 1.4 above).

4.9.3 Expense Reimbursement Requests and Required Procedure

Employees must obtain prior approval before incurring any expense on behalf of the District. **All business expenses incurred must obtain final approval in writing from the CEO or Assistant Controller, unless incurring the expense is a recurring job duty of the specific employee that has been preauthorized by the District.**

All expenses paid by employees should be reported on the District provided expense report within 90 days of the date of the expenditure. **This includes all expenses regardless of prior approval.** A sample of this expense report is included at the back of this Handbook, which can also be found in the employee lounge or at the District office. Employees must attach receipts and other appropriate documentation to their expense report and return it either to the Assistant Controller directly or to their immediate supervisor who must then relay the same to the Assistant Controller. If employees need help filing out the expense form, they should direct those questions to their immediate supervisor or the Assistant Controller. If an employee feels an expense has not been handled by their supervisor appropriately, they must contact either the Assistant Controller or CEO, preferably in writing, immediately. Employees are expected to use good judgement in the handling of expenses. Final expense reports are reviewed by the Assistant Controller and approved by the CEO.

If a receipt or other substantiating documentation is not available, the employee must submit a written explanation of why the documentation cannot be provided. The District, in its sole discretion, will evaluate the explanation and determine whether the expense is reimbursable.

The District will reimburse an employee for reimbursable expenses promptly following the date on which the employee submits substantiating documentation. Whenever possible, this will be in the same pay period in which the employee submits the reimbursement request.

4.10 Split Shift Premiums

When employee works a split shift, they will receive one hour's pay at the minimum wage in addition to the minimum wage for that workday if they meet the necessary qualifications. A split shift is a work schedule that is interrupted by non-paid non-working periods established by the District, other than rest or meal periods. Split shift premiums do not cover: (1) Breaks for the employee's own convenience; or (2) the voluntary picking up of extra shifts. An Employee is also not entitled to a split-shift premium if the employee's actual total pay for the day is greater than the minimum wage for all hours worked plus the one additional hour at minimum wage (the split-shift premium).

5. WHILE AT WORK

5.1 Bulletin Boards and General Information.

The District maintains bulletin boards to display all required workplace postings. The bulletin board is located in the copy room of the District office and in the staff lounge at the Evolutions facility. The bulletin boards are used to provide information to employees and are not to be tampered with in any way. Prior approval from the CEO must be granted before any material can be posted. Bulletin boards will be updated as needed.

5.2 Solicitation and Distribution of Literature

In order to allow employees to provide their jobs with their undivided attention, the solicitation by an employee of another employee, customer, or vendor for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of advertising materials, handbills, or other literature is prohibited in all working areas at all times. Similarly, to the extent authorized by law, the District prohibits non-employees from coming onto the District's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

5.3 Personnel Files and Employee Contact Information

The information recorded in our employees' personnel files is extremely important to employees and to the District. It is the employee's responsibility to make sure that the personal data in the file is accurate and up to date. Employees should immediately report any change in personal information such as name, mailing address, phone number, emergency contact, and any information which will affect their tax situation or insurance coverage.

The District will allow employees and former employees' access to their personnel files and records that relate to the employee's performance or to any grievance concerning the employee. Employees do not have the right to inspect records relating to the investigation of a possible criminal offense, letters of reference, or ratings, reports, or records that were obtained prior to the employee's employment. The District maintains a copy of each employee's personnel records on

the premises and will make an employee's personnel records available in the office within a reasonable amount of time following an inspection request, as required by law. An employee may add their version of any disputed item to the personnel file.

The District will restrict disclosure of personnel files to only authorized individuals. Any employee request for information from a personnel file should be directed to the designated HR person or the CEO. Only the designated HR person or CEO are authorized to release information about current or former employees of the District. The District will keep personnel records confidential. However, there are certain times when information may be given to persons outside of the District. These include:

- 1) Responses to subpoenas, court orders, or orders of administrative agencies.
- 2) In a lawsuit in which the employee or the District are parties and proper legal processes are followed to obtain the documents.
- 3) To administer employee benefit plans; and
- 4) To a health care provider.

5.4 Internal Administrative Process: Complaints, Questions, or Suggestions.

Suggestions for improving the District are always welcome. At some time, employees may have a complaint, suggestion, or question about their job, working conditions, or the treatment they are receiving. The complaints, questions, and suggestions also are of concern to the District.

If the employee has a suggestion or question, they should speak with their immediate supervisor as soon as possible. If they are not comfortable speaking to their immediate supervisor, they can bring the issue to the attention of any other member of management.

Employees with complaints should utilize the grievance procedure outlined below.

5.4.1 Purpose and Scope of Grievance Procedure and Policy

Complaints regarding harassment, discrimination, retaliation, or bullying should be handled in the manner described at section 2.5 above. The District has established this grievance procedure to provide employees with a method to resolve other employment related grievances not covered by section 2.6 that may arise from time to time.

The grievance procedure detailed below allows for the District to provide the complaining employee, in addition to any other employees or persons who are impacted by the subject of the complaining employee's complaint, appropriate relief. Employees may utilize this grievance procedure either individually or collectively for the benefit of either themselves, other employees, the District itself, others who interact with the District, or a combination of any of these persons. This grievance procedure also allows for the District to impose disciplinary action on any offending employees in accordance with its existing disciplinary procedures and policies.

State law provides that employees are employed on an at-will basis. Based on the provisions of state law and the District's policies, employees are free to sever their employment relationship with the employer at their option at any time, either with or without cause or advance notice. In the same manner, the District reserves the right to terminate its employment relationship with any employee at will, either with or without cause or advance notice. **Nothing in this grievance procedure is intended to create an express or implied agreement that alters the employment-at-will relationship that exists.**

5.4.2 Grievance Steps

Employees who wish to initiate the District's grievance procedure must follow the steps listed below. The steps must be followed in the appropriate order. In addition, employees must comply with the time limitations provided in this policy.

Step 1 – Immediate Supervisor:

In order to minimize the possibility of any misunderstanding, an employee must discuss any problem or grievance with the employee's immediate supervisor within 10 calendar days of the occurrence of the problem creating the grievance. The supervisor will evaluate the matter and attempt to provide a solution or explanation within five working days unless additional time is required under the circumstances. If the supervisor fails to reply to the employee's grievance within the time limits specified and does not notify the employee that additional time is required, the employee may consider the grievance denied and submit the grievance to the next level.

If the conduct of the employee's direct supervisor is the subject of the grievance or if the employee's direct supervisor is the CEO, the complaining employee may skip "Step 1" and immediately proceed to "Step 2." Employees with grievances pertaining to the termination of their employment may immediately proceed to "Step 2."

Step 2 – Chief Executive Officer:

If an employee does not receive a satisfactory answer or resolution from the immediate supervisor, the employee will be allowed 10 calendar days to refer the problem, in writing, to the CEO. After receiving the written grievance, the CEO will promptly schedule a meeting to provide the employee an opportunity to present the problem personally. Within five working days after that meeting, or within such longer period as the CEO determines is required under the circumstances to investigate the matter properly, the CEO will provide the employee with a verbal or written response to the grievance.

If the CEO fails to reply to the employee's grievance within the time limits specified and does not notify the employee that additional time is required, the employee may consider the grievance denied and submit the grievance to the next level. If the conduct of the CEO is a subject of the employee's grievance, they may skip steps one and two and proceeded immediately to step three.

Step 3 – Board of Directors:

If an employee is not satisfied with the decision at the second step of this procedure or does not receive a response from the CEO within the time period set forth above, the employee must submit

the grievance in writing to the Board of Directors HR Committee (see section 1.4 of this Handbook regarding contact information). In order to utilize this step of the procedure, the employee must submit a written request for review within five working days of the date of the CEO's decision or, where applicable, the last date available to the CEO to advise the employee of the decision. If such a request is made in a timely manner, the Board or a designated representative will schedule a meeting with the employee for a personal interview to discuss the problem and evaluate the basis for the grievance. The Board or the designated representative will provide either a verbal or written decision to the employee within 15 working days following the meeting, unless it is determined that additional time is required under the circumstances. The employee will be advised if such an extension is required. The decision at this step shall be final, conclusive, and binding on all parties.

Additional Provisions of Policy:

Employees are encouraged to utilize this procedure without fear of reprisal. No employee will be discriminated or retaliated against because the employee has elected to use this procedure.

As stated above, this policy does not apply to claims covered by the complaint procedure discussed at Section 2.5 of this Handbook, including but not limited to, discrimination, harassment, or retaliation pertaining to an employee's Protected Status. These types of complaints will be addressed according to the procedures detailed at Section 2.5 of this Handbook.

If an employee fails to initiate a grievance or request a review of any decision to the appropriate step within the time limits established in this Policy, the grievance shall be considered waived. The District in its sole discretion may determine whether it will consider a waived grievance or request for review. If at any time the Board or their designated representative determines that it is appropriate to do so, a grievance may be returned to a prior level for reconsideration.

This grievance procedure is independent and separate from the requirements for persons to present claims to the District covered by the California Tort Claims Act ("TCA"), including compliance with its mandated procedural requirements. (Gov. Code, § 810 et seq.) The presentation of a claim pursuant to the TCA is a separate and additional prerequisite to commencing an action against the District and is not a substitute for exhausting and utilizing this grievance procedure.

This grievance procedure does not impact the at-will nature of employment. Please see section 1.2 of this Handbook. All employment with the District is "at-will." This means that both employees and the District have the right to terminate employment at any time, with or without advance notice, and with or without cause, so long as the reason is lawful. The District retains the right to demote, transfer, change job duties, and/or compensation at any time, with or without notice, and with or without cause, in its sole discretion for any lawful reason.

5.5 Performance Evaluations

Each employee will receive periodic performance reviews conducted by their supervisor. The frequency of performance evaluations may vary depending upon length of service, job position, past performance, changes in job duties, or recurring performance problems. Employee performance evaluations may review factors such as the quality and quantity of the employee's work performed, knowledge of the job, initiative, work attitude, and attitude toward others. The performance evaluations are intended to make employees aware of their progress, areas for

improvement, and objectives or goals for future work performance. Favorable performance evaluations do not guarantee increases in salary or promotions. Salary increases and promotions are solely within the discretion of the District and depend upon many factors in addition to performance.

6. BENEFITS

6.1 Paid Sick Leave

It is the intent of the District that this policy complies with the Healthy Workplaces, Healthy Families Act of 2014 (AB1522) as set forth starting in Labor Code section 245, and the provisions in this policy should be interpreted so as to comply with the Act.

Eligibility

The District provides paid sick leave to all employees, including full-time, part-time, and temporary employees. Sick leave is administered based on an employment year. “Employment year” means the 12-month period starting from the first day of active work and ending 12 months later (i.e., the employee’s work anniversary). An employee accrues paid sick time according to the below provision from the very beginning of their employment, but they may only start using this sick time after the 30th day of employment with the District.

Amount of Leave

Starting at the commencement of employment, each employee will receive one hour of sick leave for every 30 hours of work time, including vacation used. Employees do not accrue sick leave while on an unpaid leave of absence. Exempt salaried employees are deemed to work 40 hours a week for sick leave purposes. Subject to the accrual cap mentioned below, unused sick leave for employees accumulates and carries over from one year to the next. The amount of sick leave that is available to an employee is shown on the employee’s paycheck stub.

Accrual Cap.

In no event shall an employee earn any sick leave during any time the employee has 48 hours or six days (whichever provides the most time off to the employee) of accrued but unused sick leave on the books. The employee will again accrue sick leave when the employee falls below the cap.

If any employee has previously accrued more than 48 hours or six days (whichever provides the most time off to the employee) in relation to a previous District policy, then the time will not be lost, but the employee will not accrue any additional time until they fall below the current cap of 48 hours or six days.

Reasons for Leave and Usage

Sick leave may be taken for the following reasons:

- (1) Sick leave may be used for the diagnosis, care, or treatment of an existing health condition (including dental care) of, or preventive care for, an employee or an employee's family member (see definition provided below).
- (2) Sick leave may also be used to obtain any relief described in Labor Code section 230(c) if the employee is a "victim" of a crime or abuse.
- (3) If and to the extent Labor Code section 230.1(a) applies to the District, sick leave may also be used to attend to the matters described in Labor Code section 230.1(a) if the employee is a "victim" of a crime or abuse.
- (4) Sick leave may also be used to attend judicial proceedings related to a felony crime if the requirements of Labor Code section 230.2 are met.
- (5) Any other purpose which by law an employer must allow the employee to use sick leave.

To the extent possible, employees should schedule doctor's appointments when they will have the least impact on the District and the employee's workload. Any employee taking sick leave is required to submit a request as soon as possible after learning of the need for the leave or, where providing advance notice was not possible, after taking the leave.

If sick leave is being used in conjunction with another leave of absence, the rules associated with the other leave for submitting a doctor's note or other documentation supporting the need for the leave must be followed. Employees must always follow the District's rules on calling in prior to an absence or as soon as possible if calling in prior to the absence was not possible.

Employees (whether paid hourly or a salary) must take sick leave in increments of no less than 15 minutes. However, nothing in this policy shall prohibit a new or veteran employee from taking sick leave in any amount as required by law if the sick leave is being used in conjunction with a legally mandated leave of absence.

Employees have the option of choosing when to use sick leave to cover an absence. Failure to cover an absence with sick leave when sick leave could be used, however, can cause the employee to have an absence related event pursuant to the attendance policy if no other leaves are covering the absence.

The purpose of sick leave is to provide the employee with applicable paid time off during those instances when the employee would normally have to miss work in order to take care of situations for which sick leave is granted. Hence, sick leave is not available for those days and at those times the employee is not scheduled to work, such as the employee's regular days off, or when work is cancelled due to rain, power outages, etc.

Employees may not cash out their paid sick days at any time, including upon termination of employment, and shall forfeit their accrued but unused sick days upon termination of employment. However, please see the Reinstatement of Employees section below.

Family member means:

- (1) An employee's spouse or registered domestic partner (pursuant to Family Code section 297).
- (2) Child (whether biological, adopted, foster, step, legal ward, or child to whom the employee stands in loco parentis) or child of the registered domestic partner, regardless of age or dependency of the child.
- (3) Biological, adoptive, or foster parent, stepparent, or legal guardian of an employee or the employee's spouse or registered domestic partner, or a person who stood in loco parentis when the employee was a minor child.
- (4) Grandparent.
- (5) Grandchild; or
- (6) Sibling.

Reinstatement of Employees

If an employee who accrues sick leave by the hour is rehired by the District within one year from the date of separation, all previously accrued and unused paid sick leave shall be reinstated. The employee shall be entitled to use the previously accrued and unused paid sick leave immediately upon being rehired. In addition, and so long as the employee is not at any accrual cap as set forth in this policy, the employee may accrue additional paid sick leave immediately upon being rehired. Any employee who is rehired more than one year after their last date of separation shall not have unused sick leave reinstated and shall be treated as a new employee for all sick leave purposes.

Calculation of Sick Leave Pay Generally and Exempt Employee Use

Sick leave pay shall be calculated either:

- (1) In the same manner as the regular rate of pay for the workweek in which the employee uses paid sick time, whether or not the employee actually works overtime in that workweek; or,
- (2) By dividing the employee's total wages, not including overtime premium pay, by the employee's total hours worked in the full pay periods of the prior 90 days of employment.

For sick leave purposes, salaried exempt administrative, executive, and professional employees are deemed to be working 8 hours a day for 40 hours a week. Salaried exempt employees do not receive extra pay other than their salaries when using paid sick leave. The exempt salaried employee must either use vacation time or elect to use sick leave for any time missed of four or more hours in a day for sick leave purposes.

Supplementing SDI or WC

Paid sick leave may be used to supplement the employee's income up to the employee's regular wages while the employee is applying for or is currently receiving State Disability Insurance (SDI) benefits, paid family leave benefits, or workers' compensation benefits.

Sick Leave During Vacation

If a condition arises while an employee is on vacation that would otherwise allow the employee to use sick leave, the employee may charge such days to sick leave rather than vacation.

No Sick Leave Advances

Employees may not take sick leave in advance of what the employee has earned. If sick leave credits are exhausted, an employee must use vacation time (if available) for sick leave purposes, unless the law prohibits mandatory use of vacation for the particular situation at hand.

No Retaliation or Discrimination

The District will not deny an employee the right to use accrued sick days as required by the Healthy Workplaces, Healthy Families Act of 2014 (“Act”). Nor will the District discharge, threaten to discharge, demote, suspend, or in any manner discriminate against an employee for using accrued sick days or attempting to exercise any right provided under the Act, including the right to file a complaint or cooperate in an investigation or prosecution of an alleged violation of the Act, or to oppose any policy or practice that is prohibited by the Act.

Employees with questions about paid sick leave should contact their immediate supervisor or the designated HR Person at the District Office. If the employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Contact information for all individuals is found at section 1.4 above.

6.2 Vacation

The District provides “Regular Full-Time Employees” with paid vacation time according to the accrual rates detailed below (Please see section 4.1 of this Handbook for the District’s definition of “Regular Full-Time Employees”). Employees do not accrue vacation while on unpaid leaves of absence. An employee may not take vacation time off in advance of what the employee has earned at the time the vacation is taken. Employees are not allowed to take cash in lieu of vacation. Regular Full-Time Employees accrue vacation time in accordance with the following:

Service Actually Worked	Accrual Rate	Annual Accrual Amount	Total Unused Vacation Cap (see section below for further details) *
0-2 years of service	3.08 hours per pay period	Approximately 80 hours	140 hours

3-8 years of service	4.62 hours per pay period	Approximately 120 hours	210 hours
9-14 years of service	6.15 hours per pay period	Approximately 160 hours	280 hours
15+ years of service	7.69 hours per pay period	Approximately 200 hours	350 hours

* The Total Unused Vacation Cap is a cap on the total amount of vacation an employee may accrue in their vacation bank. See the Unused Vacation Cap section below for further details.

Accrual Procedure

Employees earn an equal amount of the maximum annual vacation accrual every pay period of active service if they perform work in the applicable pay period. New employees begin to earn vacation during the first pay period worked. New employees, however, may only begin using vacation after their 30th day of employment with the District. No vacation is earned if the employee is on an unpaid leave of absence during an entire pay period.

Any increase in the vacation accrual rate will occur on the first day of the first full pay period after the employee meets the service-time threshold associated with the increased vacation rate.

Calculation of Vacation Pay for Non-Exempt Employees

A day’s worth of vacation equals the number of regular hours, not to exceed eight, that the employee is normally scheduled to work in a day during the vacation year in which the vacation was earned. Vacation pay for non-exempt employees is based on the employee’s normal hourly wage or salary. Overtime, bonuses, and other extra pay are not used when earning and calculating vacation pay.

Calculation of Vacation Pay for Exempt Employees

A days’ worth of vacation will be deemed to be eight hours. Salaried exempt employees do not receive extra pay other than their salaries when using vacation. The salaried employee’s vacation bank will be reduced for any time missed of four hours or more in a day.

Unused Vacation Cap

The District encourages employees to take their vacation annually. Employees who have unused vacation on the books carry over all unused vacation from year to year, until it is used. However, there is a cap on the amount of vacation an employee may accrue. No employee may accrue vacation once the employee has accumulated 1.75x what their maximum annual cap would be depending on the years of service. The above chart details what the applicable unused vacation cap is depending on the years of service. After the employee reaches the applicable cap, no additional vacation will be earned until accrued vacation time is used.

Scheduling and Use of Vacation

Vacation schedules must be coordinated with and approved by the employee's immediate supervisor (or, if unavailable, their delegate). Employees must request vacation in writing two weeks in advance of the dates involved unless department specific guidelines detail otherwise. For employees without set schedules, time off should be requested prior to the schedule for the applicable week being released and preferably two weeks in advance of that date. Vacation can only be used without advance notice if a law requires the District to allow the employee to use vacation with little or no advance notice in conjunction with a leave of absence and the conditions required by law for allowing little or no advance notice are met.

Vacations are scheduled to provide adequate coverage of job responsibilities and staffing requirements. Every effort will be made to permit employees to take their vacations at the times they wish. However, the District's operating needs will take priority. The District reserves the right, to the extent allowed by law, to schedule vacation time off so as not to impair the District's business needs.

Unused Vacation Paid Upon Termination

When an employment relationship with the District ends, the employee will be paid for accrued unused vacation days.

Required Use of Vacation and Use of Vacation During Unpaid Leave

All absences must be covered by a leave of absence and/or vacation. Unless prohibited by law or otherwise stated in this Handbook, vacation must be used in conjunction with any unpaid leave. For example, the law states that an employee who is using Pregnancy Disability Leave will have the option, but not be required, to use vacation. Please see the leave section below for further details on when vacation time must be used in conjunction with an unpaid leave of absence.

No Use of Vacation In Advance and Employee Requests for Vacation Cash Out

An employee may not take vacation time off in advance of what the employee has earned at the time the vacation is taken. Employees are not allowed to take cash in lieu of vacation.

The District's Reservation of the Right to Require Vacation or Pay Out Vacation Time.

Except as prohibited by law, the District may require an employee to take a vacation, or pay an employee for unused vacation, if the employee has accrued but unused vacation time on the books. Normally the District will give the employee three months advance notice before forcing the employee to take vacation or before cashing the employee out for unused vacation. This does not affect the requirement of the employee to use vacation while on certain leaves of absence as described in this Handbook.

Supplementing SDI or WC

Vacation may be used to supplement the employee's income up to the employee's regular wages while the employee is applying for or is currently receiving State Disability Insurance (SDI) benefits, paid family leave benefits, or workers' compensation benefits.

Employees should contact their immediate supervisor or the designated HR Person at the District Office to discuss coordination of benefits (contact information at Section 1.4 above).

Regular Part-Time and Temporary Employees

“Regular Part-Time Employees” and “Temporary Employees” do not accrue paid vacation time (again see section 4.1 of this handbook for these definitions), but they can request unpaid time off as detailed below.

General Unpaid Time Off

Employees who have exhausted their available paid vacation time or who do not accrue paid vacation time are permitted to request unpaid time off for vacation purposes. Requests for unpaid time off are not guaranteed. Though the desires of employees may be considered in scheduling requests for time off, scheduling will be based on the staffing and business needs. The subsection above entitled “Scheduling Vacation” applies for requesting unpaid time off as well. This general unpaid time off section is not meant to cover protected leaves of absence or other protected time off (see section 8 below for more details on these absences). Employees with questions about the District’s time off policies should direct them to their immediate supervisor or the designated HR Person at the District Office. (contact information at Section 1.4 above).

6.3 Holidays

Only “Full-Time Regular Employees” receive holiday pay. This pay is based on the employee’s normally scheduled work hours at their regular straight time hourly rate of pay (up to eight hours a day). Holiday pay does not count toward hours worked or the regular rate of pay for overtime purposes. Salaried employees may receive the day off during holidays but will not receive any pay in addition to the salary, even if the employee happens to work on the holiday. To receive holiday pay, the employee must work, or have been available to work, the employee’s normal schedule on the day before and after the holiday, except to the extent that the employee is on an approved paid leave of absence on one of those days (i.e., vacation time or paid sick leave).

The District typically observes the following holidays: New Year’s Day, Martin Luther King Jr. Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving and the day after Thanksgiving, and Christmas Day. In some cases, designated holidays which fall on a Saturday will be observed on the preceding Friday and designated holiday falling on a Sunday will be observed on the following Monday. **All official holiday observances will be announced in advance, and the District reserves the right to amend the holiday schedule from the typical observations listed above on a year-to-year basis.** The Evolutions Facility will frequently be open on observed holidays.

If an hourly Full-Time Regular Employee works on an observed holiday, the employee will receive the holiday pay in addition to any wages earned in accordance with normal pay requirements. Hence, whether or not an employee receives holiday pay, an employee is only paid at the employee's non-overtime, regular wage for working on a holiday unless the employee actually works overtime. If a holiday is observed during the time an employee is on an approved paid leave of absence, vacation or paid sick leave, the employee will receive the holiday pay and not have the employee's vacation or paid sick leave charged for the day.

6.4 Retirement Plan

The District provides a retirement plan to all "Regular Full-Time" employees after one year of service (see Section 4.1 for definition). Upon becoming eligible, employees will receive a separate document explaining the plan in more detail. Should any question ever arise about the nature and extent of this benefit, the formal language of the plan documents and not the informal wording of this Handbook will govern. Employees should contact the designated HR person at the District Office if they have any questions (contact information at Section 1.4 above).

6.5 Health Insurance Benefits

The District subscribes to group health, dental, vision, and life insurance plans. "Regular Full-Time" employees (See Section 4.1) are eligible to participate. Benefits begin on the first of the month following the date of either hire or transfer to a Regular Full-Time position. The details of these insurance plans are subject to change. Upon becoming eligible, employees will receive a separate document explaining the benefits in more detail.

Should any question ever arise about the nature and extent of these benefits, the formal language of the plan documents and not the informal wording of this Handbook will govern. Employees should contact the designated HR person at the District Office if they have any questions (contact information at Section 1.4 above).

The District's policies regarding the continuation of health insurance benefits during an approved leave of absence are detailed below at Section 8.

The federal Consolidated Omnibus Budget Reconciliation Act (COBRA) and the California Cal-COBRA law give qualified employees and their dependents the opportunity to continue coverage under certain medical plans sponsored by the District when a "qualifying event" would normally result in the loss of coverage. A "qualifying event" is (a) the voluntary or involuntary termination of employment of the employee, other than for "gross misconduct"; (b) the reduction in hours of employment of the employee; (c) the death of the employee; (d) the divorce or legal separation between employee and spouse; (e) the employee becomes entitled to Medicare; or, (f) the employee's dependent child ceases to be an "eligible dependent" under the health plan. COBRA and/or Cal-COBRA can last up to 36 months from the date of the qualifying event, depending on the situation. Under both COBRA and Cal-COBRA, the qualified beneficiary pays the cost of coverage and an administration fee as provided for in the law. If and as applicable, the District will send a written notice in the mail describing COBRA rights when an employee or the employee's dependent becomes covered under the District's health insurance plan, as required by law. The District or the insurance carrier, as applicable, will also send a written notice in the mail

when the District is aware of a qualifying event, as required by law. The COBRA and Cal-COBRA notices should be read carefully as they contain important information about the employee's and District's rights and obligations under COBRA and Cal-COBRA, and such notices will govern over any information contained in this Handbook.

6.6 Workers' Compensation Benefits

All employees are automatically covered by workers' compensation insurance commencing at the time of hire. Should any employee sustain a work-related illness or injury, the employee must report the incident to management as soon as it occurs, regardless of how minor the illness or injury may appear to be. If it is necessary that the injured employee receive first aid and/or medical attention, the manager will help direct the employee to a medical facility. Employees may be entitled to pre-designating a physician in advance of any work-related injury. Employees should contact their immediate supervisor, the designated HR person at the District Office, or CEO for additional information (contact information at Section 1.4 above).

To ensure that they receive any workers' compensation benefits to which they may be entitled, injured employees must:

- Immediately report any work-related injury to their supervisor.
- Seek medical treatment and follow-up care, if required.
- Complete a written Employee's Claim Form and return it to the employees' supervisor, the CEO, or the designated HR person at the District Office.

Failure to report any accident may delay coverage under this insurance program. The law requires that the District notify the workers' compensation insurance of any District concerns of false or fraudulent claims. Any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation for the purpose of obtaining or denying workers' compensation benefits or payments is guilty of a felony. A violation of this law is punishable by imprisonment for 1-5 years or by a fine not to exceed \$50,000.00 or double the value of the fraud, whichever is greater or both. Additional civil penalties may also be assessed.

7. STATE BENEFITS

7.1 State Disability Insurance

Employees who suffer a non-work related illness or injury may be entitled to State Disability Insurance (SDI). SDI benefits are paid by the State of California and are financed from mandatory payroll tax deductions from all employees' wages. This insurance provides low-cost disability protection. It is the employee's responsibility to apply for benefits under this program.

7.2 Social Security

Employees of the District are covered under the provisions of the Federal Social Security Law (F.I.C.A.). The amount of deduction from wages for Social Security taxes is matched by the District. The total contribution by the employee and the District is credited toward the employee's

Social Security benefits. In addition, disability and survivors' benefits are financed through Social Security deductions.

7.3 Unemployment Insurance Benefits

California has adopted laws providing for payment of unemployment benefits to qualified individuals. The District pays the entire cost of this program. Employees are qualified for weekly Unemployment Insurance benefits if they meet certain qualifications established by the State. The weekly benefit amount is based upon the wages earned in the highest quarter of the previous one-year period (base year period).

7.4 Paid Family Leave

Employees may be eligible for Paid Family Leave ("PFL") which is a form of compensation paid by the State of California through the Employment Development Department (EDD) during the time an employee is off work due to certain events. Currently those events include providing care for certain sick family members, bonding with a newborn, or adopted child, or, as of January 1, 2021, participating in certain qualifying exigencies related to military service. Those events may change in the future. Review the PFL law for details.

PFL is a component of the California State Disability Insurance Program (SDI) and is funded by a payroll tax. The maximum benefit available is limited to eight weeks, and the amount depends on the employee's rate of pay. There is a seven-day waiting period before benefits can be paid, and PFL is not available to employees already receiving SDI, unemployment benefits, or workers' compensation benefits. To use PFL, the employee must be eligible for a leave of absence under District policy and must file a written application with the EDD with an appropriate certificate from a health care provider. PFL does not in and of itself provide the employee with any right to time off work or guarantee of reinstatement upon return from leave.

Please refer to the EDD pamphlet DE 2511 for information about PFL.

8. LEAVES OF ABSENCES AND TIME OFF WORK

The following is only a brief overview of the various types of leave that may be available to employees. Employees should consult with the designated HR person at the District Office or CEO for assistance in determining eligibility for a leave of absence, properly requesting leave, and complying with leave of absence notification or certification requirements (contact information at Section 1.4 above).

The District will maintain the confidentiality of any employee requesting leave for any purpose outlined in this section to the extent possible. The District will not discriminate against, or tolerate discrimination or retaliation against, any employee who requests or takes leave under the below policies.

We will make every effort to reinstate any employee who takes leave under the below policies to the same position held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, employees have no greater right to reinstatement than if the employee had been continuously employed rather than on leave.

The District will maintain an employee's health benefits during a leave of absence as required by law. For example, see sections 8.1 and 8.2 below regarding the continuation of health benefits during medical leaves of absence provided by law. For those employees who do not qualify for benefit continuation through a protected leave of absence, the District will maintain an employee's health benefits for a maximum of three (3) months during a period of time where the employee would otherwise no longer qualify for benefits but is being accommodated by the District with a temporary leave of absence or Part-Time work. The employee must qualify for health benefits before the start of the accommodation. This benefit continuation is only meant to cover situations where the employee does not otherwise qualify for a protected leave of absence, but the District has otherwise agreed to an accommodation. This three-month allotment will otherwise run simultaneously with any required benefit continuation required by law.

The District will only continue benefits according to the above once within a 12-month period. The District uses a "rolling" method to determine the 12-month period, which is measured backward from the date an employee's benefits are first maintained. If an employee utilizes paid leave (i.e., vacation or sick time), the District will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must pay their portion of the premium each month. **Payment is due when it would be made by payroll deduction.** An employee's health care coverage will cease if the premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the District will send the employee a letter to this effect. If we do not receive the employee's premium payment within 15 days after the date of the letter, the employee's coverage will cease.

Communication During a Leave of Absence

Employees are expected to remain in contact with the District during any type of leave of absence. If the leave is due to a medical condition, the employee may be requested to provide updated work restrictions every 30 days or after each medical appointment, whichever is more frequent. If an employee's treating provider has indicated that the employee will be off work for a duration greater than 30 consecutive days, the District will not request updated work restrictions until expiration of the leave authorized by the provider note. This information is necessary for the District to evaluate return to work options. This policy applies to all types of medical leave, including leave to recover from work related injuries and illnesses. Employees on workers' compensation leave may not rely on the insurance carrier, doctor, or other third person to provide updated restrictions and must be sure that updated restrictions are received by the District and must maintain contact personally.

Failure to maintain contact during leave, or failure to provide updated restrictions during leave, is an indication that the employee does not intend to return to work or is not able to return to work and may result in termination of employment.

8.1 Unpaid Family and Medical Leave and Military Exigencies

The District will grant family and medical leave in accordance with the requirements of applicable state and federal law in effect at the time the leave is granted. Although federal (Family Medical Leave Act or "FMLA") and state laws (California Family Rights Act or "CFRA") have different names, the District refers to these types of leaves collectively as "family or medical leave" ("FML Leave"). If and where the laws differ, the federal law will be referred to as "FMLA" in this

handbook and California's law as "CFRA." No greater or lesser leave benefits will be granted than those set forth in such state or federal laws. In certain situations, the federal law requires that provisions of state law apply. In any case, employees will be eligible for the most generous benefits available under either law.

Employees should contact their supervisor as soon as they become aware of the need for FM Leave. The following is a summary of the relevant provisions. At the time of an employee's request, they will be provided additional documentation on requirements for FM Leave under state and federal law.

8.1.1 Eligibility

To qualify for FM Leave, an employee must: (1) have been employed by the District for at least 12 months or more at the time FM Leave is set to start; and (2) worked at least 1,250 hours in the last 12 months. Employees with questions about FM Leave eligibility should contact the designated HR person at the District Office or CEO (contact information at Section 1.4).

If eligible, employees may take up to 12 or 26 weeks of family or medical leave, whichever is applicable (as explained below), within the relevant 12-month period defined below. While an employee is on FM Leave, the District will maintain their group health insurance coverage at the same level and under the same circumstances as when they were actively working, as explained more fully under the section titled, "Compensation and Benefits During Leave." Upon returning from approved FM Leave, employees have the right to be restored to the same job or an equivalent position, subject to the terms, limitations, and exceptions provided by law.

8.1.2 Leave Entitlements

Employees may take up to 12 weeks of unpaid FM Leave in a 12-month period (Leave time for qualifying military exigencies may have restricted amounts of leave depending on the reason for its use, see the descriptions below). FMLA includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered service member during a single 12-month period. The District uses a "rolling" method to determine the 12-month period, which is measured backward from the date an employee's use of FM Leave for any of the following reasons:

- The birth of a child and in order to care for that child, including bonding time (leave to be completed within one year of the child's birth).
- The placement of a child for adoption or foster care and in order to care for the newly placed child (leave to be completed within one year of the child's placement).
- To care for a family members, including child (including adult children under CFRA, and also adoptive, step or foster children, legal ward, or any other individual who the employee stands in loco parentis), parent (including parents in law and also adoptive, step or foster parent, legal guardians, or any other individual who stood in loco parentis), spouse, domestic partner, grandparent (under CFRA only),

grandchild (under CFRA only), or sibling (under CFRA only), who has a serious health condition;

- To care for the employee’s own serious health condition, which renders them unable to perform any of the essential functions of their position (under FMLA but not CFRA, “serious health condition” includes disabilities related to pregnancy and childbirth. Time off due to a pregnancy, childbirth, and related medical conditions does not count against CFRA, as explained below); or
- A qualifying “military exigency” as defined in 29 CFR section 825.126) of a spouse, child, or parent who is a military member on covered active duty or called to covered active-duty status (or has been notified of an impending call or order to covered active duty).

Under FMLA (but not CFRA), employees may take up to 26 weeks of unpaid FMLA leave in a single 12-month period, beginning on the first day that an employee takes FMLA leave to care for a spouse, child, parent, or next of kin who is a covered service member and who has a serious injury or illness related to active-duty service, as defined by the FMLA’s regulations (known as military caregiver leave).

In order to qualify for FMLA/CFRA leave to address a military “exigency,” the employee’s spouse (and domestic partner as applicable), child, or parent must be an active or retired member of the Armed Forces, Reserves, or National Guard. In addition, the soldier must be on covered active duty in a foreign country, have been notified of an impending call to covered active duty to a foreign country, or ordered to covered active duty to a foreign country as defined by the regulations. A military exigency means one of the following, as more fully set forth at federal 29 CFR 825.126 and/or the California Unemployment Code section 3302.2, which arises and/or is necessitated due to the soldier’s covered active duty or call to covered active-duty status:

- (a) *Short-Notice Deployment.* To address any issue that arises from the fact that a soldier is notified of an impending call or order to covered active duty seven or less calendar days prior to the date of deployment. Leave taken for this purpose can be used for a period of seven calendar days beginning on the date the soldier is notified of the impending call or order to covered active duty.
- (b) *Military Events and Related Activities.* To attend any official ceremony, program, or event sponsored by the military; and to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations, or the American Red Cross.
- (c) *Childcare and School Activities.* To provide urgent, immediate temporary childcare, or to arrange for alternative childcare, or to enroll a child in or transfer a child to a new school or day care facility, or to attend meetings with staff at a school or a day care facility regarding disciplinary measures, parent-teacher conferences, or meetings with school counselors, etc., all for the soldier’s minor-aged biological, adopted, or foster child, stepchild, legal ward, or adult disabled dependent child, or child from whom the soldier stands in loco parentis.

- (d) *Financial and Legal Arrangements.* To make or update financial or legal arrangements to address the soldier's absence while on duty, such as creating powers of attorney, transferring District account signature authority, enrolling in DEERS, obtaining military identification cards, creating a will or living trust, and acting as the soldier's representative before a governmental agency regarding military service benefits while the soldier is on duty and for a period of 90 days following the termination of the soldier's covered active duty status.
- (e) *Counseling.* To attend counseling for the soldier, the soldier's child, stepchild, legal ward, or adult disabled dependent child.
- (f) *Rest and Recuperation.* To spend time with a soldier who is on short-term, temporary, rest, and recuperation leave during the period of deployment. Eligible employees may take up to 15 days of leave for each instance of rest and recuperation.
- (g) *Post-Deployment Activities.* To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of 90 days following the termination of the soldier's covered active-duty status; and to address issues that arise from the death of a soldier, such as meeting and recovering the body of the soldier and making funeral arrangements.
- (h) *Parental Care.* To provide care on an urgent, immediate need basis (but not on a routine, regular, or everyday basis) or to arrange for alternative care for a parent of the soldier when the parent is incapable of self-care; or admit to or transfer the parent to a care facility or to attend meetings with staff at a care facility, such as meetings with hospice or social service providers.
- (i) *Additional Activities.* To address other events which arise out of the soldier's covered active duty or call to covered active-duty status provided that the employer and employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

The District will not interfere with employees' FM Leave rights or retaliate against someone for using or trying to use FM Leave, opposing any practice made unlawful under CFRA or FMLA, or being involved in a proceeding under related to CFRA or FMLA. An employee may file a complaint with the federal U.S. Department of Labor, the California Department of Fair Employment and Housing, or may bring a private lawsuit against an employer for violating the employee's right to use FMLA/CFRA. FMLA/CFRA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

8.1.3 Notice and Certification Requirements

Employees are required to give advance notice of their need for FM Leave whenever such need is foreseeable. The notice should describe the reason for the requested leave, the anticipated duration of the leave, and the anticipated date the leave will begin. Employees ordinarily must provide at least 30 days advance notice in writing to the designated HR person at the District Office or CEO (contact information at Section 1.4). If the leave is not foreseeable, at least 30 days in advance,

the employee must give as much advance notice as is practicable. All leaves must be approved by the CEO.

When an employee requests FMLA/CFRA, a notice will be provided to the employee within five business days specifying (1) whether or not the employee is eligible for the leave; (2) whether or not the leave will be designated as FMLA/CFRA leave; (3) how much leave is available; (4) the reason the employee is not eligible for leave, if such is the case; (5) any additional information the employee must provide; and (6) the employees' rights and responsibilities under FMLA/CFRA. If leave is granted, the notice will state that reinstatement to the same or a comparable position upon the termination of the leave is guaranteed as specified by law.

Any employee requesting FM Leave due to a medical condition must submit proper certification from a health care provider verifying the need for the leave. The certification does not have to include a medical diagnosis. Likewise, proper certification of the need for leave must be provided for military exigency leave as allowed by law. The certification must be provided within 15 days from the employee's receipt of the FMLA/CFRA eligibility/non-eligibility notice, unless more time is needed to obtain the certification under the particular circumstances despite the employee's good faith efforts. The certification must be on the form provided by the District, or, if any other form is used, contain the information requested on the District-provided form. The District reserves the right to request that an employee provide reasonable verification of the qualifying family relationship if and as allowed by FMLA and/or CFRA. The District reserves the right to contact the health care provider or other relevant third party to verify the authenticity of a certification. Failure to provide a satisfactory certification may result in the denial or postponement of a leave. Falsifying a certification or obtaining certification under false pretenses will result in discipline up to and including termination of employment. If no certification is provided, the leave will not be FMLA and/or CFRA leave, and the employee will have no job protection under FMLA and/or CFRA as applicable.

The employee shall keep the District informed of their work status at all times. The employee shall immediately submit all health care provider certificates which extend or shorten the FMLA/CFRA leave outside what was originally projected.

An employee must coordinate a return to work from an FMLA/CFRA leave with the designated HR person at the District Office or CEO (contact information at Section 1.4). Employees who take leaves because of their own serious health conditions must provide medical certifications verifying that they are able to return to work in the same manner as employees who return from other types of medical leaves. Except where a different result is authorized by law, employees who are granted leaves under this policy will be guaranteed reemployment at the conclusion of an approved leave, provided that the total period of the leave does not exceed 12 weeks or, in the case of a leave to care for a covered service member, 26 weeks.

8.1.4 Compensation and Benefits During Leave

FM Leave is unpaid. However, depending on the reason for the leave, employees may be eligible for SDI or Paid Family Leave benefits.

To the extent allowed by law, an employee who takes FM Leave is required to simultaneously use all available vacation. Sick leave may be used at the option of the employee to the extent the absence would qualify for sick leave use under the sick leave policy. If sick leave is applicable, and if the employee wants to use sick leave, then sick leave will be used first, and then vacation. However, if the employee is receiving wage replacement benefits from workers' compensation insurance, government-provided disability or leave program (such as SDI or Paid Family Leave), or a private disability insurance policy while on FM Leave, the District will not require the use of District-provided paid leave, but will, at the employee's option and to the extent allowed by law, coordinate the payment of District-provided paid leave with the other wage replacement benefits so that the employee will receive up to a full day's wages for time missed from work for as long as possible.

The substitution of paid leave time for unpaid FM Leave time does not extend the 12 or 26 weeks (whichever is applicable) of the FM Leave period. In no case can the substitution of paid leave time for unpaid leave time result in the employees' receipt of more than 100% of their salary. If an employee is receiving government provided benefits, such as SDI or Paid Family Leave, use of paid sick leave or vacation leave will be integrated with those benefits if the employee elects to do so.

The District will maintain an employee's health benefits as if they continued to be actively employed. If paid leave is substituted for unpaid FM Leave, the District will deduct the employee's portion of the health plan premium as a regular payroll deduction. If the employee's leave is unpaid, the employee must pay their portion of the premium each month. **Payment is due when it would be made by payroll deduction.** An employee's health care coverage will cease if the premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the District will send the employee a letter to this effect. If we do not receive the employee's premium payment within 15 days after the date of the letter, the employee's coverage will cease. In some circumstances employees will be required to reimburse the District for the cost of the health benefit premiums paid by the District for maintaining coverage during their unpaid leave.

An employee shall not forfeit benefits that become vested in the employee prior to the start of any FM Leave. However, except as prohibited by law or when a District policy specifically allows accrual of a benefit during an unpaid leave, accrual of benefits which are not part of an insurance or welfare benefit plan cease when the employee is on FM Leave and no other pay from the District is being received. Non-Medical Insurance Plans and other welfare benefit plans, including retirement plans, will be handled as discussed below.

During the time that an employee is taking FM Leave, the employee shall be entitled to continue to participate in any Non-Medical Insurance Welfare Benefit Plans, if applicable at the time, under the following conditions. During the time the employee is receiving pay from the District while being on FM Leave, the District will continue to pay its share of the insurance premiums and contributions as was being done immediately prior to the FM Leave if the employee continues to pay the employee's share of any applicable premiums. During the time the employee is receiving no pay from the District while being on FM Leave or any combination of back-to-back FM Leave, PDL, and any other leave, the District will pay its share of any insurance premiums and contributions that become due within the first 30 days of the start of the unpaid leave if the employee continues to pay the employee's share of any applicable premiums. Thereafter, payment

of insurance premiums and contributions by the District will cease and the employee is required to pay the full premiums at the group rate in order to have the welfare benefit plan continue.

8.1.5 Intermittent and Reduced Leave Schedule

If medically necessary, FM Leave occasioned by a serious health condition may be taken intermittently (in separate blocks of time due to a serious health condition) or on a reduced leave schedule (reducing the usual number of hours the employee works per workweek or workday). FM Leave may also be taken intermittently or on a reduced leave schedule for a qualifying exigency relating to covered military service. Intermittent leave is not intended to cover or permit sporadic, unscheduled absences. Employees also may be eligible for certain intermittent leave for birth or placement of a child (“bonding” leave). The minimum duration of bonding leave is two weeks. However, the District will grant a request for a leave of less than two weeks’ duration for bonding on any two occasions.

The District may temporarily transfer an employee who is on an intermittent or reduced leave schedule based on planned medical treatment to an available alternative position that better accommodates the recurring leave and has equivalent pay and benefits. For salaried employees, if leave is unpaid, the District may reduce the weekly salary based on the amount of time actually worked unless otherwise prohibited by law or doing so would cause the employee to lose exempt status.

8.2 Pregnancy Disability Leave

California law protects employees against discrimination or harassment because of an employee's pregnancy, childbirth, or any related medical condition (referred to below as “because of pregnancy”). California law also prohibits employers from denying or interfering with an employee's pregnancy-related employment rights. Where needed, the District will: (1) reasonably accommodate an employee's medical needs related to pregnancy, childbirth, or related conditions; (2) transfer the employee to a less strenuous or hazardous position (where one is available) or duties if medically needed because of their pregnancy; (3) provide the employee with Pregnancy Disability Leave, as detailed below; and/or (4) provide Lactation accommodation, as detailed above in this Handbook.

Any employee who is disabled by pregnancy, childbirth, or a related medical condition is eligible for a Pregnancy Disability Leave of Absence (“PDL”). There is no length of service requirement.

For purposes of this policy, an employee is disabled when, in the opinion of a healthcare provider, the employee cannot work at all or is unable to perform any one or more of the essential functions of their job or to perform them without undue risk to themselves, the successful completion of their pregnancy, or to other persons as determined by a health care provider. This term also applies to certain pregnancy-related conditions, including but not limited to, additional or more frequent breaks, time for prenatal or postnatal medical appointments, doctor-ordered bed rest, severe morning sickness, gestational diabetes, pregnancy-induced hypertension, preeclampsia, recovery from childbirth or loss or end of pregnancy, and/or post-partum depression.

8.2.1 Leave Available

Employees who are disabled due to pregnancy, childbirth, or related medical condition, may take up to a maximum of four months (88 workdays) of leave. The leave available to employees due to pregnancy related disability is defined as the number of days (and hours) as the employee would normally work within four calendar months. PDL is not for an automatic period of time, but for the period of time that the employee is disabled by pregnancy. The employee's health care provider determines how much time the employee will need.

As an alternative, the District may transfer an employee to a less strenuous or less hazardous position if the employee so requests and if approved by a physician, and if the transfer can be reasonably accommodated.

CFRA excludes disabilities related to pregnancy and childbirth as one of the reasons allowing for leave. But pregnancy disability is one of the reasons allowed for leave under the FMLA. Therefore, leave taken under the California Pregnancy Disability Leave (PDL) law will count against the leave time allowed under the FMLA but not under the CFRA. Once PDL does not apply, the employee will be allowed up to 12 weeks of leave under the CFRA for a non-pregnancy disability event, including child bonding, assuming the employee meets all the requirements to take leave under the CFRA.

8.2.2 Notice and Certification Requirements

If possible, employees must provide at least 30 days' advance notice for foreseeable events to the designated HR person at the District Office or CEO (contact information at Section 1.4). For events that are unforeseeable, employees must notify the District, at least verbally as soon as they learn of the need for leave. Failure to comply with these notice rules is grounds for, and may result in, deferral of the requested leave until the employee complies with this notice policy. All leaves must be approved by the CEO.

When an employee requests PDL leave, a notice will be provided to the employee within five business days specifying (1) whether or not the employee is eligible for the leave, (2) whether or not the leave will be designated as PDL leave, (3) how much leave is available, (4) the reason the employee is not eligible for leave, if such is the case (5) any additional information the employee must provide, and (6) the employee's rights and responsibilities under PDL.

Any employee requesting PDL leave must submit a certificate from a health care provider verifying the need for the leave prior to the leave beginning, or in an unforeseen or emergency situation, as soon as possible after the leave has begun. The employee will have at least 15 days to provide the certificate in an unforeseen or emergency situation. If the leave was foreseeable, and if the employee failed to provide a certificate prior to the start date of the leave, the District may delay granting the leave until an adequate certificate is provided. The certificate must be on the form provided by the District, or, if any other form is used, contain the information requested on the District-provided form. The District reserves the right to contact the health care provider to verify the authenticity of a certificate. Falsifying a certificate or gaining a certificate under false pretenses will result in discipline up to and including termination of employment.

The employee shall keep the District informed of their work status at all times. The employee shall immediately submit all health care provider certificates which extend or shorten PDL outside what was originally projected.

The District may require the employee to provide a new certification if the employee requests an extension of time for the leave, transfer, or other accommodation.

An employee who has been on PDL will be returned to the employee's original position as soon as possible as agreed upon by the employee and the District after the employee submits a written return-to-work release from the employee's health care provider. If the original position is unavailable because of legitimate business reasons unrelated to the employee taking leave (such as, but not limited to, layoff), then the employee will be returned to a comparable position, if available, unless the employee would not have been offered the comparable position even if the employee had not taken PDL. If a comparable position is not available, the employee will be offered any available position that the employee is qualified to perform at the pay rate, benefits, and hours for that position. An employee returning from PDL has no greater right to reinstatement than if the employee had been continuously employed. Upon the request of the employee, the District will guarantee in writing that the employee can return to work in the employee's same position as discussed in this paragraph.

8.2.3 Compensation and Benefits During Leave

PDL is unpaid. However, employees may be eligible for State Disability Insurance (administered by the California Employment Development Department) for the unpaid portion of the PDL. Employees may also use vacation time and/or sick leave may be used at the option of the employee. (See further explanation at section 8.2.5 below).

The District will maintain group health insurance coverage on the same terms as if the employee had continued to work. This means that employees must continue to pay their share of insurance premiums. **Payment is due when it would be made by payroll deduction.** An employee's health care coverage will cease if the premium payment is more than 30 days late. If an employee's payment is more than 15 days late, the District will send the employee a letter to this effect. If the District does not receive the employee's premium payment within 15 days after the date of the letter, the employee's coverage will cease. In some instances, the District may recover premiums it paid to maintain health coverage if an employee fails to return to work following pregnancy disability leave.

An employee shall not forfeit benefits that become vested in the employee prior to the start of any PDL leave. However, except as prohibited by law or when a District policy specifically allows accrual of a benefit during an unpaid leave, accrual of benefits which are not part of an insurance or welfare benefit plan, such as vacation, cease when the employee is on PDL leave and no other pay from the District is being received. Insurance and other welfare benefit plans, including retirement plans, will be handled as discussed below.

During the time that an employee is taking an PDL leave, the employee shall be entitled to continue to participate in any "Non-Medical-Insurance Welfare Benefit Plans," including, if applicable at the time, in accordance with the terms of the plans and under the following conditions. During the

time the employee is receiving pay from the District while being on PDL leave, the District will continue to pay its share of the insurance premiums and contributions as was being done immediately prior to the PDL leave if the employee continues to pay the employee's share of any applicable premiums. During the time the employee is receiving no pay from the District while being on PDL leave or any combination of back-to-back PDL leave and any other leave, the District will pay its share of any insurance premiums and contributions that become due within the first 30 days of the start of the unpaid leave if the employee continues to pay the employee's share of any applicable premiums. Thereafter, payment of insurance premiums and contributions by the District will cease and the employee is required to pay the full premiums at the group rate in order to have the welfare benefit plan continue.

PDL will not cause the employee to have a break in service for any insurance, employee benefit, or other employment purpose. Any employee who returns to work on or prior to the maximum leave allowed by PDL will be restored to the equivalent of the employee's pre-leave insurance and benefits without having to meet any new qualifications regardless of whether the employee ceased to pay any premiums for insurance or costs for benefits during the leave.

8.2.4 Intermittent and Reduced Schedule Leave

Pursuant to California Government Code section 12945, and upon advice of the employee's doctor, the District will provide a reasonable accommodation (such as temporarily modifying work duties, providing a stool or chair, or allowing more frequent breaks), or temporarily transfer the employee to a less strenuous or hazardous position or duties, if such are available and reasonable due to an employee's medical needs related to pregnancy, childbirth, or related conditions. If the temporary position or job duties are significantly different than the employee's original job, then the employee will be paid at the rate that applies to the temporary position or job duties as allowed by law. The employee must give at least 30 days' advance notice of the need for reasonable accommodation or transfer if such need is foreseeable; otherwise, notice must be given as soon as practicable for a change in circumstances, a medical emergency, or other good cause. The employee must provide the District with a doctor's certificate verifying the need for the accommodation or transfer.

If an employee's health care provider provides medical certification that an employee has a medical need to take intermittent leave or leave on a reduced work schedule because of pregnancy, the District may require the employee to transfer temporarily to an available alternative position that meets the needs of the District. The employee must meet the qualifications of the alternative position. The alternative position will have the equivalent rate of pay and benefits and must better accommodate the employee's leave requirements than the employee's regular job but does not have to have equivalent duties. The employee can be required to take PDL full-time if intermittent leave cannot be reasonably accommodated in the employee's regular job, or an alternative position is not available.

8.2.5 Concurrent Use of Other Accrued Paid Leave

At the employee's option, the employee may use any accrued paid sick leave and/or vacation concurrently with PDL.

If the employee is receiving wage replacement benefits (such as private disability insurance or State Disability Insurance) during PDL, and to the extent sick leave and/or vacation is also being used, sick leave and vacation will be coordinated, at the employee's discretion and to the extent allowed by law, with the wage replacement benefits so that the employee receives no more than 100% of the employee's normal wages.

8.2.6 Reinstatement and Policy Against Retaliation

Employees returning from an FM Leave or PDL leave will be reinstated to their previous position or to an equivalent position with equivalent benefits, pay and terms and condition of employment, upon their submission of a medical certification that they are able to return to work. If the employee and the District have agreed upon a definite date of return from the leave of absence, the employee will be reinstated on that date if the employee notifies the District that they are able to return on that date. If the length of the leave of absence or transfer has not been established, or if it differs from the original agreement, the employee will be returned to work within two business days, where feasible, after the employee notifies the District of their readiness to return.

However, an employee has no greater right to reinstatement than if the employee had been continuously employed rather than on leave. For example, if employees on leave would have been laid off had they not gone on leave, or if their jobs have been eliminated while they were on leave, then the employees would not be entitled to reinstatement. If an employee returning from medical leave is unable to perform the essential functions of the job because of a physical or mental condition, or if the employee has work-related restrictions or limitations, the employee should promptly notify the designated HR person at the District Office or CEO (contact information at Section 1.4). The District's obligations to that employee may be governed by the Americans with Disabilities Act and/or the Fair Employment and Housing Act.

As a matter of policy, the District will not interfere with, restrain, or deny the exercise of any right provided by state or federal law or refuse to hire or to discharge or discriminate against any individual for opposing any practice, or because of that individual's involvement in any proceedings related to FM Leave or PDL, or for taking any other protected leave provided for in this Handbook.

8.3 Workers' Compensation Disability Leave

When necessary, the District will grant workers' compensation disability leave to those employees with occupational illnesses or injuries in accordance with California law.

8.3.1 Notice and Certification Requirements

Employees must promptly report all accidents, injuries, and illnesses no matter how small to a supervisor. Employees are expected to review the Workers' Compensation pamphlet and information that was provided to them along with this handbook, a copy of which is posted on the employee bulletin board, for further information regarding how to get emergency medical treatment, if needed, the kinds of events, injuries, and illnesses covered by workers' compensation, the right to receive medical care, etc.

Employees are required to maintain contact with the District during any work-related medical leave. The employee must provide a doctor's note covering the employee's absence which describes the employee's work limitations. A new doctor's note must be provided to the District prior to or upon the expiration of the prior doctor's note. The employee is to inform the District as soon as the employee is released by any treating doctor to return to full or modified work.

8.3.2 Benefits During Leave

An employee who is on a workers' compensation leave of absence will also be placed on an FMLA/CFRA leave of absence at the same time if the employee qualifies for FMLA/CFRA. Thus, employees on workers' compensation disability leaves will receive continued coverage on the same basis as employees taking FM Leave, as detailed above. Employees on workers' compensation disability who do not receive continued paid coverage may continue their group health insurance coverage through the District in conjunction with COBRA guidelines by making monthly payments to the District for the relevant premium. Employees should contact the designated HR person at the District Office or CEO (contact information at Section 1.4) for further information.

8.3.3 Reinstatement and Prohibition Against Discrimination

Upon the submission of a medical certification that the employee is able to return to work, the District will offer the employee the same position held at the time of leaving, unless the job no longer exists, the job has been filled in order to avoid undermining the District's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities upon return.

If an employee's former position is not available, a substantially similar position will be offered unless there is no substantially similar position available or filling the available position would substantially undermine the District's ability to operate safely and efficiently, or the employee is not capable of performing the job responsibilities. If an employee is returning from workers' compensation disability leave and unable to perform the essential functions of the job because of a physical or mental condition, the District's obligations to the employee may be governed by the Americans with Disabilities Act or the Fair Employment and Housing Act.

Leave taken under this policy will not affect an employee's right to any other benefits. There shall be no discrimination against workers who are injured in the course and scope of their employment. The District prohibits anyone from discharging, threatening to discharge, or in any manner discriminating against an employee because the employee has filed or made known their intention to file a claim for workers' compensation benefits or an application for adjudication, or because the employee has received a rating, award, or settlement in connection with a work-related injury, or because the employee has testified or made known their intentions to testify in another employee's case before the Workers' Compensation Appeals Board.

8.4 Other Types of Leave/Permissible Time Off

For each of the following leaves, an employee must provide reasonable notice of the need for the leave to their immediate supervisor, the designated HR person at the District Office, or the CEO (contact information at Section 1.4), unless the need for the leave is not foreseeable and permissible

by law. If the employee feels the issue has not been addressed properly, they should bring it to the attention of the CEO. Failure to provide reasonable notice where the need for leave is foreseeable may result in denial of the leave.

8.4.1 Time Off for Jury or Witness Duty or to Appear in Court

Jury duty and witness leave will be granted if the employee is called for jury duty or subpoenaed to appear as a witness in a legal proceeding and if the jury duty or subpoena conflicts with the employee's work schedule. An employee receiving a jury duty notice or witness subpoena should inform their immediate supervisor, the designated HR person at the District Office, or the CEO immediately so the District can plan the department's work with as little disruption as possible. Evidence of jury duty or legal proceeding attendance must be presented to the District. Employees are required to provide reasonable advance notice of the need for jury/witness leave. **Employees also are expected to report to work each day or portion of a day they are not performing jury/witness duty.** Any employee who provides proper notice and subsequently takes time off for jury or witness duty will not be discharged, discriminated against, or retaliated against for taking such time off.

Regular Full-Time Employees (see section 4.1 of this Handbook for definition) summoned for jury duty may take leave with pay for up to three days. After the third day any remaining time off will be unpaid, however, employees may opt to use any available accrued vacation time in place of unpaid leave. Exempt employees will receive their full salary for any partial workweek interrupted by jury service and for the week where the paid days mentioned above apply. An exempt employee who misses a full week of work to serve on a jury, following the week where the paid leave applies, will not receive any wages for that week, however, they may opt to use any available accrued vacation time in place of unpaid leave. Regular Part-Time Employees and Temporary Employees (see section 4.1 of this Handbook for definition) summoned for jury duty will receive unpaid leave, however, employees may opt to use any available accrued vacation time in place of unpaid leave. Upon completion of service, all employees must return a time-stamped jury verification form.

Any time off for a court appearance is unpaid, however, the employee may use any available accrued vacation leave to cover the absence (or sick leave if applicable, see below). Similarly, no employee who is a victim of a crime or a crime victim's immediate family member, registered domestic partner or child of a domestic partner, will be discharged, discriminated, or retaliated against for taking time off to appear in court or attend judicial proceedings related to that crime. Reasonable notice must be provided to the District unless advance notice is not feasible. Any time off to attend or appear at such judicial proceedings is unpaid, but the employee may elect to use accrued paid time off, if applicable. Additional information regarding Victims Leave and Accommodation are below.

8.4.2 Victims Leave and Accommodation

An employee who is the victim of: (1) stalking, (2) domestic violence, (3) sexual assault, (4) Crime (as defined by Government Code section 13951) that caused physical injury or a threat of physical injury that caused mental injury, (5) or an immediate family member becoming deceased as a direct result of Crime and requires time off from work to obtain or attempt to obtain any relief (relief includes, but is not limited to, a temporary restraining order, restraining order, other

injunctive relief to help ensure the health, safety, or welfare of the victim or their child) will not be discharged, discriminated, or retaliated against for taking time off in relation to the same or because of the employee's status as a victim of crime or abuse, if the employee provides notice of the status or the District has actual knowledge of the status.

As a condition of taking time off for a purpose set forth above, employees shall give the District reasonable advance notice to their immediate supervisor, the designated HR person at the District Office, or the CEO of their intention to take time off, unless the advance notice is not feasible. If an unscheduled absence occurs, the District will not take any action against the employee if they, within a reasonable time after the absence, provide certification (i.e., police report, court order, note from medical provider or victim advocate, or a signed written statement) to the District reasonably verifying that the absence was due to a qualifying crime or abuse. Time off for this purpose is unpaid but employees may use accrued vacation time or paid sick leave as allowed by law (see Paid Sick Leave section of handbook).

Employees have the right to request help or changes in the workplace to make sure they are safe at work. We will engage in a timely, good faith, and interactive process with any employee who makes such a request to see what changes can be made. Changes in the workplace may include putting in locks, changing an employee's shift or phone number on a District-issued phone, transferring, or reassigning the employee, or helping with keeping a record of what occurred at the workplace. The District may also request certification demonstrating that the request is for a proper purpose. The District may request recertification every six months. We will keep any such requests confidential to the extent required by law. If circumstances change and an employee needs a new accommodation, the employee shall request a new accommodation from the District. If an employee no longer needs an accommodation, the employee shall notify the District that the accommodation is no longer needed.

The District will also not discharge, or in any manner discriminate or retaliate against an employee who is a victim (as detailed above), for taking time off from work for any of the following purposes: (1) To seek medical attention for injuries caused by crime or abuse; (2) To obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of the crime or abuse; (3) To obtain psychological counseling or mental health services related to an experience of crime or abuse; or (4) To participate in safety planning and take other actions to increase safety from future crime or abuse, including temporary or permanent relocation. As a condition of taking time off for a purpose set forth above, the employee shall give the District reasonable advance notice of the employee's intention to take time off, unless the advance notice is not feasible. If an unscheduled absence occurs, the District will not take any action against an employee if they, within a reasonable time after the absence, provide certification as detailed above. Time off for this purpose is unpaid but the employee may use vacation time or paid sick leave as allowed by law (see Paid Sick Leave section of handbook).

8.4.3 Time Off to Participate in School Activities

An employee may request (1) up to 40 hours of time off in a year to address a "child care provider emergency" or a "school emergency" as defined by Labor Code 230.8; or (2) up to 40 hours of time off in a year, but no more than eight hours in a month, to find, enroll, or re-enroll a child in a school or with a child care provider; or (3) up to 40 hours of time off in a year, but no more than

eight hours in a month, to participate in activities of the school or licensed child care provider of the employee's child. To qualify for the time off, the employee must be a "parent" to the child as defined in Labor Code section 230.8. The term "stepparent" includes parenting relationships arising from same-sex marriages as recognized by law. The leave will be unpaid, unless the employee has unused vacation time on the books, in which case the employee must use their vacation while on Child School Activity Leave. Employees must provide as much advance notice as possible to their supervisor.

8.4.4 Time Off to Visit with School Authorities Following Child's Suspension

Any employee who must miss work to attend a parent-teacher conference due to the suspension of their child will not be discharged, discriminated, or retaliated against for taking this time off so long as the employee provides reasonable notice to the District indicating that the employee has been requested to appear at the school. Any time off for this purpose is unpaid, but an employee may use paid vacation time.

8.4.5 Organ and Bone Marrow Donor Leave

Employees may take paid leave covering up to five business days in any one-year period for absences associated with donating bone marrow; likewise, employees may take paid leave covering up to 30 business days, and an unpaid leave covering up to an additional 30 business days, in any one-year period for absences associated with donating an organ. As a condition to receiving bone marrow or organ donation leave, an employee must take up to five days of sick leave and/or vacation for a bone marrow donation and two weeks of sick leave and/or vacation for an organ donation. Once an employee has exhausted the required paid sick and/or vacation leave, the employee will be paid for the remaining leave of absence, if additional leave is needed, up to the maximum allowed by law.

Health insurance shall continue during the leave, as required by law, in the same manner as if the employee were actively working; and the employee must continue to pay the employee's share of any premium. Bone marrow and organ donation leave shall not be taken concurrently with FMLA or CFRA. In order to receive a leave of absence pursuant to this section, an employee shall provide written verification to the District that the employee is an organ or bone marrow donor and that there is a medical necessity for the donation of the organ or bone marrow.

8.4.6 Time Off for Firefighters, Law Enforcement, Civil Air Patrol, and Emergency Rescue

No employee will be discriminated against in any manner for taking time off to perform emergency duty as a volunteer firefighter, a reserve peace officer, or emergency rescue personnel. Employees will be granted temporary leaves, not to exceed 14 days per calendar year, for the purpose of engaging in fire, law enforcement training, or emergency rescue training.

The District will not discriminate against or discharge from employment a member of the Civil Air Patrol because of such membership and shall not hinder or prevent a member from performing service as part of the California Wing of the Civil Air Patrol during an emergency operational mission of the California Wing of the Civil Air Patrol, if the employee has been employed by the

District for at least a 90-day period immediately preceding the commencement of leave and is otherwise eligible for leave. The District will provide not less than 10 calendar days per year of unpaid Civil Air Patrol leave to an employee responding to an emergency operational mission. Leave for a single emergency operational mission shall not exceed three days, unless an extension of time is granted by the governmental entity that authorized the emergency operational mission and the leave is approved by the District.

Time off under this section is unpaid. An employee, however, may elect to use paid vacation during the leave.

8.4.7 Military Leave and Military Spousal Leave

Any employee who performs service in the Armed Forces of the United States or the California National Guard or Naval Militia will be granted an unpaid leave of absence and reinstatement to work in accordance with the applicable provisions of California and federal law. Employees needing military leave are required to notify their supervisors as soon as they become aware of the applicable leave dates, unless military necessity prevents such notice, or it is otherwise impossible or unreasonable. Employees may, but are not required to, use vacation during this unpaid leave. Benefits and insurance will be administered as required by law. The request for reinstatement and the return to work after service ends needs to occur as set forth by California and federal law. While the Company will make every effort to reinstate the employee after service ends, the Company reserves the right to refuse reinstatement as allowed by law.

Any employee who is a member of the reserve corps of the armed forces of the United States or of the National Guard or Naval Militia is entitled to a temporary leave of absence without pay while engaged in military duty ordered for purposes of military training, drills, encampment, naval cruises, and special exercises or like activity as such member. This leave is limited to 17 calendar days per year, including time involved in going to and returning from such duty.

Employees who are married to a person in the military that has been deployed during a time of military conflict will be allowed to take up to 10 days of unpaid leave during a period in which their spouse is on leave from deployment. Employees who work more than 20 hours per week and have a spouse in the Armed Forces, National Guard or Reserves who have been deployed during a period of military conflict are eligible for up to 10 unpaid days off when their spouse is on leave from (not returning from) military deployment. Employees should request this leave in writing within two business days of receiving official notice that their spouse will be on leave.

8.4.8 Time Off to Vote and Election Official Leave

If an employee does not have sufficient time outside of working hours to vote in an official state-sanctioned election, the employee may take off enough working time to vote. Such time off shall be taken at the beginning or the end of the regular working shift, whichever allows for more free time, and the time taken off shall be combined with the voting time available outside of working hours to a maximum of two hours combined. Under these circumstances, an employee will be allowed a maximum of two hours of time off during an election day without loss of pay. When possible, an employee requesting time off to vote shall give their supervisor at least two days' notice.

Any employee may take unpaid time off for service as an election official on Election Day. An employee may elect to use paid vacation during the leave. An employee should give reasonable advanced notice, at least two weeks, of their intent to serve as an election official on Election Day.

8.4.9 Literary Assistance

The District will reasonably accommodate an employee who wishes to participate in an adult literacy assistance program, so long as the accommodation does not impose an undue hardship on the District. Such accommodations may include an adjusted work schedule or time off. The District will keep participation in such a program confidential to the extent possible. Any time off for this purpose is unpaid.

8.4.10 Bereavement Leave

The District provides Regular Full-Time Employees (see section 4.1 of this Handbook for definitions) 24 hours of paid bereavement leave for the death of an immediate family member. The term “immediate family” includes the following: parent, spouse, registered domestic partner, child, sibling, grandparent, grandchild, parent-in-law, son-in-law, daughter-in-law, sibling-in-law, foster parent, foster child, stepparent, stepchild, step sibling, or half sibling. The District will also grant up to three unpaid days for an aunt, uncle, niece, nephew, or cousin or grant unpaid time off to an employee who otherwise does not qualify for paid leave. Such factors as out-of-town travel, the need for the employee to handle funeral arrangements, and the relationship between the employee and the deceased relative should be considered in determining the amount of bereavement leave to be granted. There may be cases in which circumstances call for more time, and employees may be allowed to use vacation or unpaid time with the approval of their immediate supervisor, the designated HR person at the District Office, or the CEO.

8.4.11 Policy Against Retaliation

The District will not interfere with, restrain, or deny an employee the exercise of any right to take a leave of absence or time off work that is protected or authorized by state or federal law. The District prohibits retaliation and discrimination against any employee who requests or takes time off work that is protected by state or federal law, and further prohibits preemptive retaliation or discrimination based on the perception that someone may exercise a right to a leave of absence or time off work under state or federal law.

9. CONFIDENTIALITY AND CONFLICTS OF INTEREST

9.1 Confidentiality and Non-Disclosure

All information concerning the District and its operations, vendors, members, guests, and employees is considered strictly confidential and is to be used for District purposes only. The use of any such information for personal gain is against District policies.

No employee, supervisor, or other member of management may discuss or otherwise divulge confidential information to any other party that does not pertain to the employee’s immediate realm of responsibility. Only those persons who need to know the information to ensure proper implementation or processing of the District’s policies and procedures should be informed of such

matters. Breach of confidentiality will result in disciplinary action up to and including termination of employment with the District.

Careful custody and handling of District documents or materials containing confidential information are of critical importance to the well-being of the District. Each employee is responsible for safeguarding against the theft, loss, unauthorized use, or disclosure of this information. Therefore, any employee, who in the course of their work has access to such material, must take whatever steps are necessary to assure that it is handled, stored, transmitted, or destroyed in a manner which will preclude loss or misuse. Such material may not be copied without the express consent of the originator. Exceeding authorized access to District confidential information, computer systems, and data bases is grounds for disciplinary action, up to and including termination.

Some common confidential matters are:

- Employee names, addresses, and telephone numbers.
- Employee performance reviews and personnel files.
- District expenses and financial data.
- Marketing and sales data and plans.
- New service developments.
- District procedures and processes.
- District vendors, members, guests, customers, etc.
- Anything marked “Confidential”, “District Private”, “Secret”, “Personal”, “Proprietary”, etc.; and
- All data, records, files, and knowledge of any type (herein “information”) maintained by the District, whether written or verbal, or contained on computer hardware or software, disk, tape, microfiche, or other media, are the property of the District and are proprietary and confidential. This “information” generally: 1) is of substantial value to the District, 2) is not ordinarily known to the public, 3) is the subject of reasonable efforts to maintain its secrecy, 4) may constitute the professional and trade secrets of the District, and 5) may be provided and disclosed to employees solely for the use in connection with their employment by the District. It may not be removed from the premises, copied, or disclosed to any party by any means except in the normal course of authorized internal operations or when otherwise so authorized by management. Any unauthorized disclosure or destruction of such information, or damage to or sabotage thereof may lead to immediate discharge and referral to law enforcement authorities.

Such information includes, but is not limited to, information concerning trade secrets, correspondence of any other information concerning transactions with customers, customer financial information or credit reports, customer and prospective customer lists, personnel and payroll records of present or past employees, records of purchases from vendors and suppliers, and financial records of the District or any other information regarding the business affairs or operating practices or procedures of the District (unless such information is included in a published report or otherwise made generally available to the public in accordance with applicable disclosure regulations).

All processes, products, materials, techniques, and/or systems created or developed by employees of the District, during their employment and/or on behalf of the District, are the sole property of the District – whether or not patents, trademarks, or copyrights are in effect.

Employees who use mobile phones, cordless phones, portable computers, and facsimile machines should not use these methods for communicating confidential or sensitive information or any trade secret or proprietary information. Employees are not to use their cell or video phones to take unauthorized photographs or videos of proprietary, trade secret, or confidential information of the District.

All employees will also be required to sign the District's separate Confidentiality and Non-Disclosure Agreement. The obligations to maintain the confidentiality of the documents described in this section of the employee handbook, also apply to employees after the termination of their employment.

9.2 Conflicts of Interest in General

Certain personal relationships between employees and others can create a conflict-of-interest situation such as a personal gain. "Personal gain" means that either the employee or their family members or friends could receive a financial benefit, price break, gifts, or other financial reward when dealing with the District. Personal gain may also result if the employee or their family owns an interest in a business that is dealing with the District. Employees must disclose to the District any potential conflict of interest. Dealings with the District that could involve personal gain require prior District approval.

9.3 Non-Fraternization Policy and Employment of Relatives

In order to promote fairness and prevent favoritism, the appearance of favoritism, morale problems, disputes or misunderstandings, and potential sexual harassment claims, District employees must not engage in romantic, sexual or dating encounters/relationships with any other District employee with whom they are in a supervisory or reporting relationship to or pursue the same. This policy does not apply to preexisting marriages or registered domestic partner relationships. This includes the immediate supervisor, any upper-level supervisor (that is, anyone up the supervisory chain), any person to whom the employee directly or indirectly reports, anyone who evaluates the employee, and any person whose input is regularly sought for evaluation of the employee. The District does not want to interfere with the private lives of its employees. However, some limitations on relationships are necessary to protect the organization and its employees. To meet these goals, this policy must be followed.

If a romantic or intimate relationship develops between a supervisor and an employee under their supervision, the employees must immediately bring this to the attention of the designated HR person at the District Office or the CEO to determine whether the supervisor or other employee can have their assignment changed to avoid the conflict of interest inherent in the relationship. There is no guarantee that the new position will be within the same classification, same county, or at the same pay level. If no reassignment is available, and the supervisor and employee wish to continue their relationship, one or both of the employees may be asked to resign or will otherwise be subject to termination. If a supervisor engages in a prohibited romantic or intimate relationship with any employee and the employees fail to bring this relationship to the attention of the District, both the supervisor and employee shall be subject to discipline, including up to termination.

The District reserves the right to make exceptions and permit a supervisor and employee involved in a romantic or intimate relationship to continue working together if in consideration of the totality of the circumstances it appears that doing so will not have an adverse impact on other employees or the workplace. In deciding whether to make an exception, the District will not consider any Protected Status under state or federal law. Allowing such an exception does not guarantee that it will continue for any set duration. To the extent possible, a supervisor or manager who has had a previous romantic or dating relationship with a subordinate or employee whose terms and conditions they may influence will not be involved in decisions relating to that individual's promotions, raises, termination, or other terms and conditions of employment.

In stating this policy, the District recognizes that morale depends in part on the development of close working relationships among employees who work together to accomplish the goals of the organization. This policy is not intended to prohibit friendships that naturally develop in a work setting or social interaction beneficial to better management of the individuals supervised. This policy will be considered when hiring, assigning, transferring, or promoting an employee. This policy shall apply without regard to gender, sexual orientation, or any other Protected Status of the participants in the relationship.

While the policy contained in this section does not apply to preexisting marriages or registered domestic partner relationships, the District still reserves the right to reasonably regulate, for the reasons of supervision, safety, security, or morale, the working of spouses in the same department, division, or facility. Married employees are still expected to conduct themselves in a professional manner, including refraining from behavior that would make others feel uncomfortable or that would violate the District's sexual harassment policy.

The District does not maintain a strict policy that prohibits the employment of relatives (including an employee's parent, grandparent, spouse or domestic partner, siblings, children, children of the employee's spouse or domestic partner, in-laws, and step-relationships) in all circumstances. However, there are significant restrictions on the employment of relatives under some circumstances. For example, the District may refuse to place both relatives in the same functional area of the District if the work involves conflicts of interest that are greater for relatives than for other individuals. The District may choose to not place one relative under the direct supervision of another relative for business reasons of supervision, safety, security, or morale, and confidential positions, such as human resources, payroll or administrative assistants are not open to relatives of any employee.

9.4 Outside Employment Policy and Off-Duty Conduct

While the District does not seek to interfere with the off-duty and personal conduct of its employees, certain types of off-duty conduct may interfere with the District's legitimate business interests. For this reason, employees should be aware of the following policies.

Employees are expected to conduct their personal affairs in a manner that does not constitute unlawful conduct. Employees are expected to devote their best efforts, energy, and attention to their job with the District. For this reason, second jobs are strongly discouraged. If an employee is unable to satisfactorily perform their job with the District because of another job, including an inability to work a necessary shift or schedule, the employee may be asked to choose between the two jobs.

Certain types of outside employment are strictly prohibited unless authorized by the District:

- Employment that conflicts with the employee's work schedule, duties, and responsibilities with the District.
- Employment that creates a conflict of interest or is incompatible with employment at the District.
- Employment that impairs or has a detrimental effect on the individual's work performance with the District.
- Employment that requires the individual to conduct work or related activities on District property, during District working hours or using District facilities or equipment.

For the purposes of this policy, self-employment is considered outside employment.

An employee who wishes to engage in outside employment that may create a conflict of interest, must submit a written request to the CEO or Board of Directors explaining the details of the outside employment. If the District authorizes the request, the District shall in no way assume any responsibility for the outside employment. Specifically, the District shall not provide workers' compensation coverage or any other benefit for injuries occurring from or arising out of such outside employment. Authorization to engage in outside employment can be revoked at any time. Regardless of the foregoing, the District will not take any action in violation of California Labor Code section 96(k).

9.5 News Media Contacts

Employees may be approached for interviews or comments by the news media. Only contact people designated by the District may comment to news reporters on District policy or events relevant to the District. All media inquiries must be referred to the CEO.

This policy does not limit an employee's right to discuss the terms and conditions of their employment, or to try and improve these conditions.

10. SAFETY

10.1 Accidents, Illness, and Injury

The District wants to provide a safe working environment for its employees. It is important that every employee follows common sense safety practices, complies with District general and job specific safety rules, and cooperates in all safety programs. Each employee will be provided with a copy of the District's applicable job safety rules. They will also be provided with information and training on the District's Injury and Illness Prevention Program (IIPP) and Emergency Action Plan (EAP), including when and how to report unsafe conditions, injuries, and illnesses. A copy of the IIPP and EAP is available for review in the office for employee review. An employee's willful failure to follow the District's safety rules and Cal-OHSA regulations will subject the employee to discipline up to and including termination of employment and may also cause the employee to lose part of the employee's workers' compensation benefits if the employee is injured because the employee failed to follow safety rules.

Employees must report all work-related injuries and illnesses and all work accidents involving known damage to property or injury to persons as soon as reasonably possible after the employee realizes that the injury, illness, or accident occurred and was work-related and the employee is well enough to make the report. This means all work-place accidents that can be reported immediately after they occur should be reported immediately; or if that is not feasible, as soon as reasonably possible after the accident occurs. The report should be made to the employee's supervisor or to any member of management in person or by phone message, email, or other verbal or written means. The employee can have someone else make a report of an injury or illness on the employee's behalf if the employee is incapacitated. Employees must cooperate in completing any required workers' compensation and/or accident reports. Employees have a right to report a work-related injury or illness or any condition they believe poses a safety, health, or security risk in the workplace. Employers are prohibited by law from discharging or in any manner discriminating against employees for reporting work-related injuries, illnesses, or safety issues. Hence, employees will not be discriminated or retaliated against for making a report of an injury, illness, accident, or unsafe condition. However, because of the need to investigate accidents in a timely manner, especially before evidence is lost, and the need to provide treatment to injured employees before the injury becomes worse, willfully failing to make a timely report of a known work-related injury, illness, or accident when a report could have reasonably been made in a timely manner may subject the employee to discipline depending on the reason for the delayed report.

10.2 Violence in the Workplace

The District is committed to providing a safe and violence-free workplace. In this regard, the District strictly prohibits employees, consultants, visitors, or anyone else on District premises or engaging in a District-related activity from behaving in a violent or threatening manner. Moreover, the District seeks to prevent workplace violence before it begins and reserves the right to address certain behaviors, even in the absence of violent behavior.

The District believes that prevention of workplace violence begins with recognition and awareness of potential early warning signs and has established procedures within management for responding to any situation that presents the possibility of violence.

Workplace violence includes, but is not limited to, the following:

- Threats of any kind.
- Threatening, physically aggressive, or violent behavior, such as intimidation of or attempts to instill fear in others.
- Other behavior that suggests a propensity towards violence, which can include belligerent speech, excessive arguing or swearing, sabotage, or threats of sabotage of District property, or a demonstrated pattern of refusal to follow District policies and procedures.
- Defacing District property or causing physical damage to the facilities; or
- With the exception of security personnel, bringing weapons or firearms of any kind on District premises, in District parking lots, or while conducting District business.

If any employee observes or becomes aware of any of the above-listed actions or behavior by an employee, customer, guest, consultant, visitor, or anyone else, they should promptly notify their immediate supervisor or any other member of management.

Further, employees should notify their immediate supervisor or any other member of management they feel comfortable with if any restraining order is in effect, or if a potentially violent non-work related situation exists that could result in violence in the workplace.

All reports of workplace violence will be taken seriously and will be investigated promptly and thoroughly. In appropriate circumstances, the District will inform the reporting individual of the results of the investigation. To the extent possible, the District will maintain the confidentiality of the reporting employee and of the investigation. The District may, however, need to disclose results in appropriate circumstances, for example, in order to protect individual safety. The District will not tolerate retaliation against any employee who reports workplace violence.

If the District determines that workplace violence has occurred, it will take appropriate corrective action and will impose discipline on offending employees. The appropriate discipline will depend on the particular facts but may include written or oral warnings, probation, and reassignment of responsibilities, suspension, or termination. If the violent behavior is that of a non-employee, the District will take appropriate corrective action in an attempt to ensure that such behavior is not repeated.

10.3 Security

The District has developed guidelines to help maintain a secure workplace. Be aware of persons loitering for no apparent reason in parking areas, walkways, entrances and exits, and service areas. Report any suspicious persons or activities to any supervisor or manager. Employees should secure their workspace at the end of the day. When employees are called away from their work area for an extended length of time, they should not leave valuable and/or personal articles in or around their workstation that may be accessible. The security of facilities as well as the welfare of our employees depends upon the alertness and sensitivity of every individual to potential

security risks. Employees should immediately notify their supervisor or any manager when unknown persons are acting in a suspicious manner in or around the facilities, or when keys, security passes, or identification badges are missing.

10.4 Surveillance Cameras and GPS

For safety reasons and for purposes of preventing and investigating suspected unauthorized trespass, theft, workplace violence, and employee and public misconduct, video surveillance cameras are installed on the District premises. The cameras are located above in the ceiling or walls and are both inside and outside the building. The cameras operate 24 hours a day, seven days a week. The cameras do not record sound. The cameras may record activity for later review in addition to allowing for real time surveillance. The District respects the privacy of its employees and other parties on its premises, and accordingly, there are no video cameras installed in restrooms or any other changing areas. Employees may not tamper with the cameras. Any unauthorized use of the surveillance cameras or footage from these cameras is strictly forbidden. **By accepting employment with and continuing to work for the District, employees consent to being recorded by the video cameras and acknowledge that due to the recording, they should have no expectation of privacy in the workplace other than in those areas where no recording takes place (i.e., restrooms).**

11. SEPARATION FROM EMPLOYMENT

11.1 Final Paycheck

An employee who voluntarily leaves employment with more than 72 hours' notice, will receive their final check for all wages earned, and any vacation payout on their last day of work. Notice of separation should be in writing and submitted to the employee's supervisor. When an employee voluntarily leaves employment with less than 72 hours' notice, all earned wages, including accrued vacation are due and payable not later than 72 hours after notice is received. If an employee gives less than 72 hours' notice, the employee is entitled to receive their final wage payment by mail, if so requested and so long as the employee designates a mailing address.

Any employee who is involuntarily terminated (including layoff) will receive their final paycheck on the last day of work.

All items that have been issued to employees during the course of their employment remain the property of the District. Employees are responsible for the care, security, and return of these items. Employees must return all District property at the time the final paycheck is picked up, including but not limited to District electronic devices and their contents. The District may take legal action against any employee if necessary to recover its property.

11.2 Reference Requests

Only the Designated HR Person is authorized to provide information of any kind regarding current or former employees. Information requests includes, but are not limited to, request for verifications of employment, employment references, and requests for references or comments regarding performance from any outside agency, firm, person, or organization. Such requests are to be forwarded the Designated HR Person. A violation of this policy is a serious breach of

employee confidentiality and will result in disciplinary action up to and including termination, at the discretion of management.

If the District receives an inquiry by prospective employers concerning any present or past employee of the District, it will only confirm the dates of employment and position held. If, however, the District is aware of an employee engaging in conduct that shows the employee is at risk of endangering others in the prospective workplace, information of such conduct may be provided to prospective employers looking for a post-employment reference.

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12. ACKNOWLEDGEMENT OF RECEIPT OF EMPLOYEE HANDBOOK

Please read this Handbook and its attached acknowledgments during work time. Then, fill out and return this page and the remaining acknowledgements to your supervisor no sooner than three days and no later than five days after receipt.

Print Employee Name: _____

I hereby acknowledge receipt of the District Employee Handbook. I further acknowledge that I have read the provisions of the Employee Handbook and agree to comply with its contents and the procedures contained therein. I understand that all policies, or practices set forth in this Handbook can be changed at any time, for any reason, by the District.

I understand that the District has the maximum discretion permitted by law to interpret, administer, change, modify, or delete the rules, regulations, procedures, and benefits contained in the Handbook at any time with or without notice. No statement or representation by a supervisor or manager or any other employee, whether oral or written, can supplement or modify this Handbook. Changes can only be made if approved in writing by the CEO. I also understand that any delay or failure by the District to enforce any rule, regulation, or procedure contained in the Handbook will not constitute a waiver of its right to do so in the future.

I understand that neither this Handbook nor any other communication by a management representative or any other employee, whether oral or written, is intended in any way to create a contract of employment. I understand that, unless I have a written employment agreement signed by the CEO or the Board of Directors, I am employed at-will and this policy does not modify my at-will employment status. If I have a written employment agreement signed by the CEO or the Board of Directors and this Handbook conflicts with the terms of my employment agreement, I understand that the terms of my employment agreement will control.

I have carefully read and understand the Employee Handbook and this Acknowledgement of Receipt.

Employee Name (Print): _____

Signature: _____

Date: _____

13. ACKNOWLEDGEMENT OF AT-WILL EMPLOYMENT

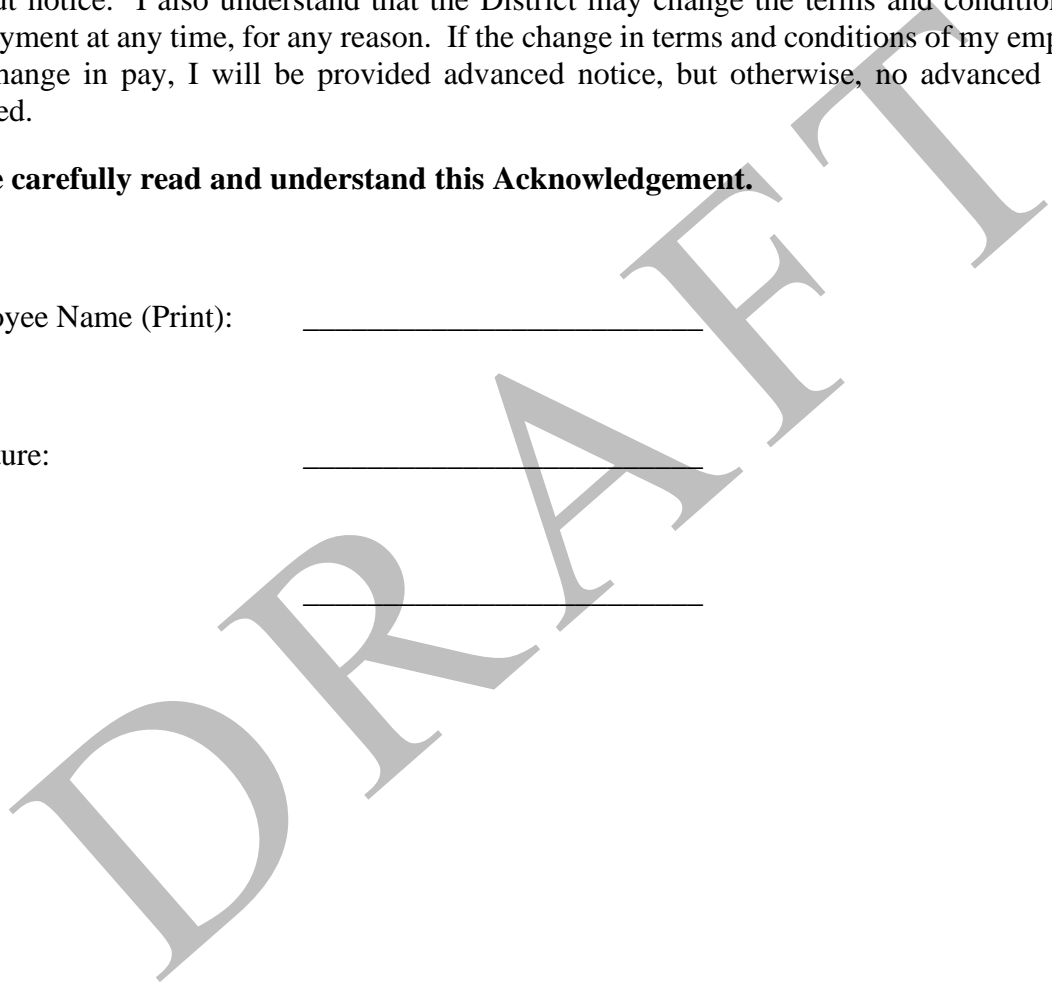
I acknowledge and understand that my employment with the District is at-will, meaning that either I or the District may terminate the employment relationship at any time, for any reason, with or without notice. I also understand that the District may change the terms and conditions of my employment at any time, for any reason. If the change in terms and conditions of my employment is a change in pay, I will be provided advanced notice, but otherwise, no advanced notice is required.

I have carefully read and understand this Acknowledgement.

Employee Name (Print): _____

Signature: _____

Date: _____



14. TIMEKEEPING ACKNOWLEDGEMENT [NON-EXEMPT EMPLOYEES]

All employees have a duty and responsibility to track all time spent working for the District using the timekeeping system provided.

I understand that I must not perform any work off-the-clock; this includes pre- and post-shift activities as well as responding to or reading work-related e-mails or text messages from home, or outside normal business hours. **I understand that I must record all time worked on my timesheet or the timekeeping system provided, even if this time occurs outside my normal work schedule or was not approved by a supervisor or management** (including during meal periods or pre- and post-shift activities related to District business). I also understand that all hours worked must be approved by my supervisor or a member of management but that, should I perform work that was not previously approved by the District, then I must discuss this fact with my supervisor in addition to reporting the time worked on my timesheet. I further understand that if the time worked was not included on a timesheet that has already been submitted, I must immediately report the time worked, preferably in writing, to my immediate supervisor (or, if absent, their delegate) or the designated HR person at the District Office. If the matter has not been properly addressed, I understand that I should report the issue, preferably in writing, to the CEO.

I understand that if I perform work off-the-clock without reporting the time worked to the District and it learns of such off-the-clock work, I will be paid for time worked but will be subject to discipline up to and including termination.

I understand that the time as I report it on my time records must accurately reflect not only the work performed but also the correct times that I perform the work. I am expected to and will accurately record the start and end times of my shifts and meal periods. I understand that altering, falsifying, or tampering with time records or recording time on another employee's timecard is prohibited and subject to disciplinary action up to and including termination of employment.

I have carefully read and understand this Acknowledgement.

Employee Name (Print): _____

Signature: _____

Date: _____

15. REIMBURSEMENT ACKNOWLEDGEMENT

I understand that the District will reimburse me for reasonably necessary business-related expenses and losses I incur during my employment, subject to the guidelines and procedures set out in the reimbursement policies of the Handbook (Section 4.9). I understand that in order to be reimbursed, I must submit a reimbursement request form (**sample on next page and kept in the employee lounge and District office**) along with substantiating documentation, if any, and any information necessary for the District to reimburse my business-related expenses or losses to my supervisor or the Assistant Controller. I also understand that I must immediately contact the Assistant Controller or CEO, preferably in writing, if my reimbursement request has not been handled appropriately by my supervisor.

I understand that reimbursement includes, but is not limited to, personal use of my vehicle or mobile phone for business-related purposes.

[Check which of the two below scenarios applies to the employee]

_____ I am provided a District-issued mobile phone or monthly reimbursement for business-related use of my personal phone.

_____ I am not provided a District-issued mobile phone or monthly reimbursement. I understand that I am not required to communicate with any District employee, representative, vendor, customer, or agent through text messages or calls or receive calls from any such individual using my personal mobile phone. I understand that a land line and/or a radio are available to me and that the District expects me to use the landline and/or radio for business-related calls. I acknowledge that any decision to communicate with others for business-related purposes using my personal mobile phone is not a necessity and if I choose to do so, the decision is voluntary for my own convenience. I understand that if, at any time, I feel that I have been encouraged or required to use my personal mobile phone for business-related purposes, I will immediately report this use to my immediate supervisor (or, if absent, their delegate) or the designated HR person at the District Office. If the matter has not been properly addressed, I understand that I should report the issue, preferably in writing, to the CEO.

I have carefully read and understand this Acknowledgement and Section 4.9 of the Employee Handbook, which provides greater details regarding the reimbursement process.

Employee Name (Print): _____

Signature: _____

Date: _____

**TULARE LOCAL HEALTHCARE DISTRICT BUSINESS EXPENSE
REIMBURSEMENT FORM**

Requesting Information:

Employee Name: _____

Vendor Number: _____

Date Requested: _____

Department: _____

Accounting Information:

DATE	DESCRIPTION	AMOUNT	OFFICE USE ONLY	

\$ _____ -

DON'T FORGET TO ATTACH RECEIPTS!

Employee (Requester) Signature: _____ Date _____

Supervisor Signature: _____ Date _____

District Signature: _____ Date _____

Submit completed reimbursement forms along with supporting documents, including all pre-approvals and receipts, to the Assistant Controller. (Employees working at the Evolutions facility should return the form to their Immediate Supervisor, who will send it to the Assistant Controller.)

All requests for reimbursement should be submitted within ninety (90) days of incurring the expense.

16. MEAL PERIODS AND REST BREAKS [NON-EXEMPT EMPLOYEES]

I understand that on any shift of three and a half (3.5) hours or more, I am authorized to take a rest break of at least 10 minutes for each four-hour period of work (or major fraction thereof, defined as two hours). I also understand that I am paid for rest breaks, but I am considered to be off-duty and must not perform any work during these breaks. I agree to take my rest breaks as close to the middle of each four-hour work period as practicable.

I understand that the District provides me with an off-duty meal period of 30 minutes for every five hours of work. I understand that I must clock in and out or otherwise record the fact that I have been provided and taken at least a full 30-minute meal period, on every occasion when the meal period is actually provided to me. If for some reason I am not provided a meal period or I am provided a meal period of less than 30 minutes, my time records must accurately record the missed or short meal period.

I understand that I may waive my meal period if six hours will complete the day's work. If I work more than 10 hours, but no more than 12 hours, I may waive the second meal period but only if the first meal period was actually taken.

I understand that the first meal period must be taken before completion of the fifth (5th) hour of work and the second meal period must be taken before completion of the tenth (10th) hour of work.

If I am unable to take a rest break or meal period in compliance with District policy, or if I otherwise believe that I was not provided a meal period or rest break in accordance with the District's meal period and rest break policy, I agree that I will immediately report this to my direct supervisor utilizing the reporting form provided by the District, which is located in the employee lounge and at the District Office. If not addressed by my direct supervisor or if the direct supervisor caused the issue, then I understand that I must bring the issue to the attention of the CEO or the designated HR Person at the District Office (preferably in writing) (contact information at section 1.4 of the Handbook). I understand that I will not be retaliated against for reporting any failure of the District to provide meal periods or rest breaks to me in compliance with this policy.

I have carefully read and understand this Acknowledgement.

Employee Name (Print): _____

Signature: _____

Date: _____

17. REPORTING DISCRIMINATION, HARASSMENT, BULLYING OR RETALIATION ACKNOWLEDGMENT

I understand that the District prohibits discrimination and harassment based on race (including traits historically associated with race including but not limited to hair texture and protective hairstyles), color, creed, national origin (including language use and possession of a driver’s license issued under Vehicle Code Section 12801.9), ancestry, sex (including pregnancy, childbirth, breastfeeding and related medical conditions), gender (including gender identity and gender expression), sexual orientation, age, religion (all aspects of religious beliefs, observance or practice, including dress and grooming practices), physical or mental disability (except where physical fitness is a valid occupational qualification), medical condition (including cancer and genetic characteristics), genetic information, marital status (including registered domestic partner status), citizenship status, military or veteran status or any other consideration or characteristic protected by state or federal law (collectively “Protected Status”). I understand the District also prohibits discrimination or harassment based on the perception of a person’s Protected Characteristic or an individual’s association with a person who is or is perceived as having any Protected Characteristic.

I also understand that the District is committed to providing a work environment free of harassment, bullying, abusive, disrespectful, or other unprofessional conduct and that all such conduct is prohibited. I understand that the District will not tolerate unprofessional, disrespectful, abusive, unwelcome, or harassing conduct by employees towards other employees or non-employees with whom it has a business, service, or professional relationship, or unwelcome, harassing conduct by third parties towards me or other District employees even if such conduct does not rise to the level of harassment as defined by law.

I understand that I am obligated to report any incidents of discrimination, bullying or harassment or other prohibited conduct, against me or any such conduct that I observe or learn about, against other employees. I agree to bring any such concerns or complaints to any supervisor or member of management as soon as possible. I understand that the District prohibits retaliation for any good faith report or complaint of discrimination, bullying or harassment or other prohibited conduct that I may make.

I have carefully read and understand this Acknowledgement.

Employee Name (Print): _____

Signature: _____

Date: _____

18. ACKNOWLEDGMENT AND ELECTION OF MEAL PERIOD WAIVER

I understand that the District provides me with the opportunity to take a 30-minute, uninterrupted meal period for every five hours of work in a single workday. I further understand that employees who work six or fewer hours in any given workday may waive the opportunity to receive the first meal period. I also understand that on those days when an employee works more than 10 but less than 12 hours, the employee may waive the second meal period if the first meal period was actually taken.

I understand and acknowledge that the District encourages me to take meal periods and rest breaks in accordance with its Meal Period and Rest Break Policy’s timing, duration, and frequency rules. I understand that I may change my election at any time by completing another Acknowledgment and Election of Meal Waiver Form and returning it to the Designated HR Person at the District Office or my supervisor. I understand that my elections below will remain in effect unless I exercise the option to revoke them.

I understand and acknowledge that on any day that I am scheduled to or actually do work a shift of more than six hours, any waiver of the first meal period does not apply and I will be provided with the opportunity to take a meal period in compliance with District written policy. If I am scheduled to or actually do work a shift of more than twelve hours, any waiver of the second meal period does not apply and I will be provided with the opportunity to take a second meal period in compliance with the District’s policy.

I have read this document as well as the Meal Period and Rest Break Policy set forth in the Employee Handbook, and I understand my right to have a 30-minute off-duty meal period for every five hours of work. Being fully informed of my entitlement to off-duty meal periods, I elect and agree to the following meal period waivers:

First Meal Period [initial one]:

_____ I voluntarily waive the opportunity to receive a meal period on any workday when my total hours worked is more than five but not more than six hours.

_____ I do not wish to waive my opportunity to receive a meal period on any workday when my total hours worked is more than five but not more than six hours.

Second Meal Period [initial one]:

_____ I voluntarily waive the opportunity to receive a second meal period on any workday when my total hours worked is more than 10 but not more than twelve and I have actually taken my first meal period.

_____ I do not wish to waive the opportunity to receive a second meal period on any workday when my total hours worked is more than 10 but not more than twelve and I have actually taken my first meal period.

I MAKE THE ABOVE ELECTION VOLUNTARILY, FREE FROM ANY COERCION OR INFLUENCE BY THE DISTRICT. I UNDERSTAND THAT I WILL NOT FACE DISCIPLINARY ACTION FOR MY DECISION TO EXERCISE MY RIGHT TO A MEAL PERIOD.

Date: _____

Employee Print Name: _____

Signature: _____

19. CONFIDENTIAL INFORMATION AND NON-DISCLOSURE AGREEMENT

As a condition of my becoming employed (or my employment being continued) by the District, and in consideration of my employment with the District and my receipt of the compensation now and hereafter paid to me by the District, I agree to the following:

1. Relationship.

This Confidential Information and Non-Disclosure Agreement (“Agreement”) will apply to my employment relationship with the District. The employment relationship between the District and me, whether commenced prior to, upon, or after the date of this Agreement, is referred to herein as the “Relationship.”

2. Confidential Information.

(a) *Protection of Information.* I acknowledge that the District possesses and will continue to develop and acquire valuable Confidential Information (as defined below), including information that I may develop or discover as a result of my employment with the District. The value of the Confidential Information depends on it remaining confidential. The District depends on me to maintain that confidentiality, and I accept that position of trust.

I agree, at all times during the Relationship and thereafter, to hold in strictest confidence, and not to use, except for the benefit of the District to the extent necessary to perform my obligations to the District under the Relationship, and not to disclose to any person, firm, business, corporation, or other entity, without written authorization from the District in each instance, any Confidential Information (as defined below) that I obtain, access, learn, or create during the term of the Relationship, whether or not during working hours, until such Confidential Information becomes publicly and widely known and made generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item(s) or information involved. I further agree not to make copies of such Confidential Information except as authorized by the District and agree to return all copies of Confidential Information in my possession upon separation of the Relationship. I will not retain copies, notes, or abstracts of any Confidential Information.

(b) *Confidential Information.* I understand that “Confidential Information” means information and physical material not generally known or available outside the District and information and physical material entrusted to the District in confidence by third parties. Confidential Information includes that which is made more valuable because it is known to the District but not generally known or part of the public domain.

Confidential Information includes, without limitation: correspondence of any other information concerning transactions with customers, customer financial information or credit reports, customer and prospective customer lists, personnel and payroll records of present or past employees, records of purchases from vendors and suppliers, operational methods, acquisition plans, contract information, business plans or strategies, contract information, sales volume, expenses and margins, budgets or other business information disclosed to me by the District either directly or indirectly, whether in writing, electronically, orally, or by observation that is unique to the District

or gives the District an advantage over competitors who do not have such information (unless such information is included in a published report or otherwise made generally available to the public in accordance with applicable disclosure regulations).

(c) *Third Party Information.* My agreements in this Section 2 are intended to be for the benefit of the District and any third party that has entrusted information or physical material to the District in confidence.

(d) *Other Rights.* This Agreement is intended to supplement, and not to supersede, any rights the District may have in law or equity with respect to the protection of trade secrets or confidential or proprietary information.

3. District Property; Returning District Documents.

I acknowledge and agree that I have no expectation of privacy with respect to the District's telecommunications, networking, or information processing systems (including, without limitation, files, e-mail messages, text messages, and voice messages) and that my activity and any files or messages on or using any of those systems including mobile phones, tablets, laptops, or other computer systems, may be monitored at any time without notice. I further agree that any property situated on the District's premises or owned by the District, including hardware, flash drives, disks, and other storage media, filing cabinets, or other work areas, is subject to inspection by District management personnel at any time with or without notice. I agree that, at the time of termination of the Relationship, I will deliver to the District (and will not keep in my possession, recreate, or deliver to anyone else) any and all written materials, information, data, devices, records, notes, reports, proposals, lists, correspondence, equipment, other documents or property, or reproductions of any of the aforementioned items developed, created, or learned by me pursuant to the Relationship or otherwise belonging to the District or its customers.

4. Solicitation of Customers.

During the Relationship and at any time following the termination of the Relationship for any reason, I shall not use any Confidential Information of the District to negatively influence any of the District's customers from purchasing the District's products or services or to solicit or influence or attempt to influence any customer or other person either directly or indirectly, to direct any purchase of products or services to any person, corporation, or other entity in competition with the business of the District.

5. Publicity.

I hereby consent to any and all uses and displays, by the District and its agents, of my name, voice, likeness, image, and appearance in, on, or in connection with any pictures, photographs, audio and video recordings, digital images, websites, television programs, advertising, marketing brochures, books, magazines, other publications, and all other printed and electronic forms and media throughout the world, at any time during or after the period of my employment by the District, for all legitimate business purposes of the District ("Permitted Uses"). I hereby forever release the District and its directors, officers, employees, and agents from all claims, actions, damages, losses, costs, expenses, and liability of any kind, arising under any legal or equitable theory whatsoever

at any time during or after the period of my employment by the District in connection with any Permitted Use.

6. Voluntary Execution.

I certify and acknowledge that I have carefully read all the provisions of this Agreement, that I understand and have voluntarily accepted such provisions, and that I will fully and faithfully comply with such provisions.

7. Defend Trade Secrets Act Disclosure.

I understand that I shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret (including any acknowledged trade secret) that is made in confidence to a federal, state, or local government official or to an attorney solely for the purpose of reporting or investigating a suspected violation of law. I shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal. If I file a lawsuit for retaliation by the District for reporting a suspected violation of the law, I may disclose the trade secret to my attorney and use the trade secret information in the court proceeding, if I file any document containing the trade secret under seal; and if I do not disclose the trade secret, except pursuant to court order.

8. General Provisions.

(a) *Governing Law.* The validity, interpretation, construction, and performance of this Agreement shall be governed by the laws of the State of California, without giving effect to the principles of conflict of laws.

(b) *Entire Agreement.* This Agreement sets forth the entire agreement and understanding between the District and me relating to confidentiality and nondisclosure and merges all prior discussions between us. No amendment to this Agreement will be effective unless in writing signed by both parties to this Agreement. Any subsequent change or changes in my duties, obligations, rights, or compensation will not affect the validity or scope of this Agreement.

(c) *Severability.* If one or more of the provisions in this Agreement are deemed void or unenforceable to any extent in any context, such provisions shall nevertheless be enforced to the fullest extent allowed by law in that and other contexts, and the validity and force of the remainder of this Agreement shall not be affected.

(d) *Attorneys' Fees and Costs.* If any action, suit, or proceeding is brought under or in connection with this Agreement, the prevailing party therein shall be entitled to its costs and expenses, including reasonable attorneys' fees.

(e) *Advice of Counsel.* I acknowledge that, in executing this Agreement, I have had the opportunity to seek the advice of independent legal counsel and I have read and understood all the terms and provisions of this Agreement.

This Agreement is to be effective as of the date executed by Employee below. The District as the issuer of this Agreement shall be bound by the terms of the Agreement without execution of the same, i.e., no signature of a District authorized agent is required for this Agreement to be enforced by Employee against the District or by the District against Employee.

Employee Name (Print): _____

Signature: _____

Date: _____

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20. WORKPLACE SEARCH AND DRUG TESTING ACKNOWLEDGEMENT

I understand and acknowledge that I, as a user of District property, have no expectation of privacy with respect to my use of District property, including but not limited to, desks, drawers, cabinets, computers, mobile phones, mobile internet enabled devices, or other District owned electronic devices or resources, including e-mail, instant messaging, and voice mail. I further understand that the District reserves the right to monitor, audit, inspect, access, disclose, and log all network activity including e-mail and Internet use, with or without notice. I also understand and acknowledge that, due to the District’s status as a public entity, information stored on District devices, including personal information, may be disclosed to the public if it is subject to a third-party records request.

I understand that the District reserves the right to require drug or alcohol testing of any employee upon reasonable, individualized suspicion, that the employee is under the influence of drugs or alcohol. I further understand that the District maintains a drug testing protocol if reasonable suspicion does develop. I understand and acknowledge that refusal to submit to mandatory testing or obstructing the testing procedure in any way, including ingesting products that are designed to mask drug use, failing to report to the sample collection facility in a timely manner, failing to give viable urine samples, or tampering with such samples, is itself a violation of District policy.

I understand that my personal property that is present on the District’s premises, including but not limited to packages, purses, and backpacks, may be inspected upon reasonable suspicion of unauthorized possession of District property, possession of dangerous weapons or firearms, or abuse of the District's drug and alcohol policy. I further understand and acknowledge that I should not leave personal belongings of value in the workplace and that the District is not responsible for lost or stolen items.

I have carefully read and understand this document and Section 3 of the Employee Handbook, which provides greater details regarding the above issues.

Employee Name (Print): _____

Signature: _____

Date: _____