

**BOYS & GIRLS CLUBS OF
HUNTINGTON VALLEY**

**FOUNTAIN VALLEY
HUNTINGTON BEACH
CALIFORNIA**

**CALIFORNIA
EMPLOYEE HANDBOOK**

Effective Date: 8/01/2025

Employee Handbook

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Welcome

Welcome to Boys & Girls Clubs of Huntington Valley (“BGCHV” or the “Company”)! We are pleased that you are joining us and we know that your contributions will assist us in remaining a leader in this community and in our industry.

As an employee of BGCHV, you will want to know what you can expect from us and what we expect from you. This handbook outlines the benefits, practices and policies of our Company.

You should keep this handbook handy as a guide and ready reference. If you have questions as you read through this handbook, please do not hesitate to discuss them with your supervisor. Your supervisor is a very important source of information and will be more than happy to assist you.

ART GROENEVELD

Chief Executive Officer

History of Company

Recognizing a need for a youth service organization, ten local business men and women founded the Boys Club of Huntington Beach on July 13, 1967 with the help of the Anderson Trust Fund and local business. The Board of Directors purchased a two-story barrack from the local VFW and in August of 1967 the Clubs first Executive Director was hired. Soon after, the doors were opened to the boys of Huntington Beach.

As the Boys Club opened in Huntington Beach, the Fountain Valley J.C.'s made a similar commitment to the Boys in Fountain Valley by founding the Fountain Valley Boys Club. Land was made available behind the Fountain Valley drive-in for one dollar a year. A local development company donated their sales office and agreed to move it to the site. The Club was opened and in 1968 a metal building was erected on the same site.

Then, in 1974 with the help of local service groups, city officials, and a donation from the family of Lt. Cmd. Charles R. Lee who had been killed in action serving his country, the Girls Club of Fountain Valley opened its doors to the girls of the community. In 1976, the Club rented a three-section trailer owned by the City of Fountain Valley, near the corner of Euclid and Ellis, for one dollar a year.

As the years passed, all of the Clubs grew. In 1979, the Girls Club of Fountain Valley began accepting boy members and changed their name to the Girls and Boys Club of Fountain Valley-Huntington Beach. Shortly after, in 1980, with a simple change of their name the Boys and Girls Club of Fountain Valley began accepting girls as members. Huntington Beach followed and changed their name to the Boys and Girls Club of Huntington Beach in 1982. A growing need for services caused the Girls and Boys Club of Fountain Valley-Huntington Beach to outgrow its location that year and moved its programs to Wardlow School in Huntington Beach.

Combining efforts to better serve the community happened in 1983 when the Board of Directors of the Fountain Valley and Huntington Beach Boys and Girls Clubs voted to merge the two organizations. The merger formed the Boys and Girls Clubs of Huntington Valley, and the organization now served two cities in three locations.

More than twelve years passed before the two remaining organizations decided that in the interest of better serving the community, to merge their organizations. In December of 1995 the Girls and Boys Club of Fountain Valley-Huntington Beach and the Boys and Girls Clubs of Huntington Valley merged forming one large youth serving organization. Today we are called the Boys and Girls Clubs of Huntington Valley, operating four school age youth facilities in Huntington Beach and Fountain Valley, four [on-school](#) campus programs in Huntington Beach and Fountain Valley, two licensed preschools in Huntington Beach and Fountain Valley, and a performing arts center in Fountain Valley.

Purpose of This Handbook

This handbook is designed to acquaint you with BGCHV and provide a reference for many of your questions regarding your employment with us.

The contents of this handbook are only a summary of the employee benefits, practices, and policies in effect at the time of publication. The Company retains the right to add, modify, or delete policies, benefits, wages, and all other working conditions as it deems appropriate without obtaining another person's consent or agreement. Therefore, other than the at-will agreement contained in the Employee Acknowledgment and Agreement at the end of this handbook, this handbook should not be construed as creating any kind of "employment contract."

As provided in the Employee Acknowledgment and Agreement, employment at BGCHV is at-will and may be terminated by either the Company or the employee, with or without cause or prior notice. This handbook supersedes any and all prior handbooks, written documents, or oral representations that contradict the at-will nature of your employment. Your status as an "at-will" employee may not be changed except in writing signed by the Chief Executive Officer of the Company.

Compliance with Applicable Laws

This Handbook will be interpreted and applied in accordance with all applicable federal, state, and local laws. Similarly, we expect you to comply with all laws that apply to your job as a condition of your continued employment. If there is or may appear to be a conflict between the wording of this Handbook and applicable law, the law takes precedence and the language in question will be interpreted and applied in a way that conforms to the law.

Let's Communicate

Employee Relations Philosophy

We at BGCHV are dedicated to continuing what we believe to be an excellent relationship with our employees. We will do our best to maintain good working conditions, competitive wages and benefits, open communications, and employee involvement. We know that the Company's success and reputation is a direct result of the loyalty, commitment, and continued efforts of our employees. We continue to look to our employees for ideas about how to improve all areas of our business in areas like customer service, safety, efficiency, and employee relations.

Please tell us if you have a problem. We think you'll find our Company is receptive to your concerns. We are always looking for ways to make this a better place to work.

If You Have A Question or Concern

The Company encourages you to discuss any questions or concerns regarding this handbook or any work-related issues with us. We cannot address any of your questions or concerns unless we know about them. For this reason, we have adopted an "Open Door" policy.

If you have a problem, please speak with your Unit Director as soon as possible. Your Unit Director is the person responsible for what takes place in your immediate work area and may be in the best position to help you.

If you are a Unit Director, prefer not to speak with your Unit Director, or if you feel your Unit Director cannot or has not satisfactorily resolved the issue, contact the Human Resources Manager, who is available to assist you and work on resolving your issue at any time. Finally, if you still feel the need to speak to other members of management, we encourage you to speak to the Chief Executive Officer.

If you have a complaint of harassment or discrimination, or you require an accommodation, please refer to the Equal Employment Opportunity Policy, the Reasonable Accommodations or Lactation Accommodations Policies, or the Policy Against Unlawful Harassment, Discrimination and Retaliation in this handbook.

BGCHV takes all employee concerns and problems seriously. We will work to address your concern and/or resolve your problem as soon as possible. You are encouraged to utilize this procedure without fear of retaliation.

What You Can Expect From Us

Introductory Period

For every new employee, including rehires, the first ninety (90) days of employment is an introductory period. During this time, your job performance, attendance, and overall interest in your job will be assessed. Employees who fail to demonstrate the expected performance and meet the expectations of their position may be terminated during or upon the completion of the introductory period. However, completion of the introductory period does not change or alter the “at-will” employment relationship. You and the Company continue to have the right to terminate your employment at any time, with or without cause or notice.

During the introductory period, you may not be eligible for certain Company benefits. The Company may choose to extend your introductory period as necessary to give you a further opportunity to demonstrate your ability to do the job. If your introductory period is extended, you will be notified.

Equal Employment Opportunity Policy

We are committed to providing equal employment opportunities to all employees and applicants without regard to an individual’s actual or perceived protected characteristic or characteristics, or any combination of protected characteristics including race (including traits associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), the employee or their family member’s status as a victim of a qualifying act of violence, political affiliation, use of cannabis off the job and away from the workplace, association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics, or any other protected status in accordance with all applicable federal, state, and local laws. Please see our legal postings for additional information.

This policy extends to all aspects of our employment practices, including but not limited to, recruiting, hiring, discipline, termination, promotions, transfers, compensation, benefits, training, leaves of absence, and other terms and conditions of employment. Violation of the Equal Employment Opportunity Policy will result in disciplinary action, up to and including immediate termination.

Reasonable Accommodations

To assist our employees with a mental or physical disability, who suffer on-the-job injuries, or who have known limitations due to pregnancy, childbirth, or a related medical condition which includes, but is not necessarily limited to, known limitations related to breastfeeding, fertility and

infertility treatments, and the termination of a pregnancy, we will make reasonable accommodations to enable such employees to continue performing the essential functions of their jobs. Under this policy, we may modify job duties to comply with medical requirements or restrictions.

Depending upon the specific facts and circumstances of each situation, an accommodation may include modification of work hours; schedule changes; more frequent or longer break periods, such as bathroom breaks; modifying Company food or drink policies; seating accommodations; limits on lifting; relocation of work areas; closer or reserved parking spaces; making existing facilities readily accessible and usable; providing mechanical or electrical aids; transfer to a less strenuous or less hazardous position; appropriate adjustment or modifications of examinations, training materials or policies; allowing you to apply for a vacant position for which you are qualified; or granting leave. When granting leave as a reasonable accommodation, an employee may elect to use paid leave benefits in lieu of taking leave unpaid. Similarly, we will make reasonable accommodations for religious beliefs and practices.

There are limits to the accommodations which the Company can realistically make. For example, where an accommodation would cause an undue hardship to the Company, we would be unable to make the particular accommodation. Similarly, when placing an employee in a position, with or without accommodation, would cause the employee to be a direct threat to the employee or others, we may be unable to place them in such position. If leave is a reasonable accommodation, leave under this policy may run concurrently with leave taken the Family and Medical Leave Act or other applicable law.

The Company will not require any employee to accept an accommodation that is unnecessary to performing the essential functions of their job. Further, the Company will not require any employee to take leave if another reasonable accommodation is available.

If you need to request a reasonable accommodation because of a mental or physical disability, on-the-job injury or limitation due to pregnancy, childbirth, or a related medical condition, please notify the Human Resources Manager. Likewise, if you need an accommodation for religious holidays, beliefs, or practices notify the Human Resources Manager. In all instances, we will promptly discuss the matter with you, investigate your request, and to the extent possible, attempt to reasonably accommodate you, and if necessary, discuss alternative accommodations that may be provided. As part of our interactive process and where allowed by law, the Company may require you to provide a certification from your health care provider concerning your need for a reasonable accommodation, if applicable.

Any employee who has questions or concerns about reasonable accommodations in the workplace, is encouraged to discuss their questions with the Human Resources Manager. We cannot provide assistance if we do not know about it. You can raise concerns and make reports and/or requests without fear of retaliation. We do not discriminate or retaliate against any employee for requesting or using a reasonable accommodation. Anyone who retaliates against an employee for reporting concerns, making an accommodation request, or using an accommodation will be subject to disciplinary action, up to and including immediate termination.

Lactation Accommodations

You have the right to request, and the Company will provide, accommodations required for employees to express breast milk as necessary. Employees should notify their immediate supervisor or the Human Resources Manager to request accommodations to express breast milk under this policy. The Company will provide a reasonable amount of duty-free break time to accommodate an employee's need to express breast milk for the employee's infant child. The break time should, if possible, be taken concurrently with meal and rest periods already provided. Non-exempt employees should clock out for additional lactation breaks that do not run concurrently with normally scheduled meal and rest periods. Such additional breaks will be unpaid.

The Company additionally will provide employees needing to express breast milk with a room or place, other than a restroom, to express breast milk in private. The room or location will be near the employee's work area, shielded from view, and free from intrusion while the employee is expressing milk. In addition, the room or location will be safe, clean, and free of hazardous materials. It will contain a surface on which to place a breast pump and personal items, as well as a place to sit. It will provide access to electricity needed to operate an electric or battery-powered breast pump. A sink with running water and a refrigerator or cooler suitable for storing milk will also be made available as close as possible to the employee's workspace. If a multipurpose room is used for lactation, among other uses, the use of the room for lactation will take precedence over the other uses, but only for the time it is in use for lactation purposes.

If we are unable to provide a permanent space for lactation due to operational, financial, or space limitations, we will provide a temporary space other than a restroom that is near the employee's work area, shielded from view, free from intrusion while the employee is expressing milk, and has the other elements described above.

Employees have the right to file a complaint with the California Labor Commissioner for any failure by the Company to provide appropriate lactation accommodations.

Literacy Assistance

The Company will reasonably accommodate and assist employees with their literacy needs, provided the requested accommodation does not create an undue hardship for the Company. Employees who need time off to participate in an adult education program for literacy assistance should inform the Human Resources Manager so arrangements can be made to provide unpaid time off or an adjusted work schedule. The Company will make reasonable efforts to safeguard the employee's privacy with respect to such a request. Employees may choose to use any accrued vacation benefit, if available, in lieu of unpaid leave.

Policy Against Unlawful Harassment, Discrimination and Retaliation

The Company is committed to providing a work environment that is free of unlawful harassment, discrimination, and retaliation. In furtherance of this commitment, the Company strictly prohibits all forms of unlawful discrimination and harassment, including: discrimination or harassment on the basis of an individual's actual or perceived protected characteristic or characteristics, or any combination of protected characteristics including race (including traits

historically associated with race, such as hair texture and protective hairstyles, including braids, locks, and twists), ethnicity, religion, religious creed (including religious dress and grooming practices), color, sex (including childbirth, breast feeding, and related medical conditions), gender, gender identity or expression, sexual orientation, national origin, ancestry, citizenship status, uniform service member and veteran status, marital status, pregnancy, age (40 and over), protected medical condition (including cancer and genetic conditions), genetic information, disability (mental and physical), reproductive health decision-making, medical leave or other types of protected leave (requesting or approved for leave under the Family and Medical Leave Act or the California Family Rights Act), the employee or their family member's status as a victim of a qualifying act of violence, political affiliation, use of cannabis off the job and away from the workplace, association with an individual who has, or is perceived to have, a protected characteristic or characteristics, or any combination of protected characteristics, or any other category protected by applicable federal, state, or local law.

The Company's policy against unlawful harassment, discrimination, and retaliation applies to all employees, including supervisors and managers. It also applies to all customers, vendors, contractors, subcontractors, independent contractors, and other third-parties with whom we work (all of whom are designated for the terms of this policy as "Business Associates"). The Company prohibits managers, supervisors, and employees from harassing subordinates or co-workers as well as the Company's Business Associates. Any such harassment will subject an employee to disciplinary action, up to and including immediate termination. The Company likewise prohibits its Business Associates from harassing our employees, unpaid interns, and volunteers.

This policy applies whether employees are on Company premises, at a Company-sponsored off-site event, working remotely, traveling on behalf of the Company, or conducting Company business, regardless of location.

Examples of Prohibited Sexual Harassment: Sexual harassment includes a broad spectrum of conduct including harassment based on sex, gender, gender transition, gender identity or expression, or sexual orientation. Sexual harassment can occur regardless of the gender of the individuals involved. By way of illustration only, and not limitation, some examples of unlawful and unacceptable behavior include:

- Unwanted sexual advances or flirtation;
- Offering an employment benefit (such as a raise or promotion) in exchange for sexual favors, or threatening an adverse action (such as termination or demotion) for an employee's failure to engage in sexual activity;
- Visual conduct, such as leering, making sexual gestures, and displaying or posting sexually suggestive objects or images;
- Verbal sexual advances, propositions, requests, or comments;
- Electronically sending or posting sexually-related text messages, videos, or images;

- Verbal abuse of a sexual nature, graphic verbal comments about an individual's appearance or anatomy, sexually degrading words used to describe an individual, and suggestive or obscene letters, notes, or invitations;
- Physical conduct, such as touching, kissing, groping, assault, or blocking movement;
- Physical or verbal abuse concerning an individual's gender, gender transition, or gender expression;
- Intentionally and repeatedly referring to an individual by a pronoun inconsistent with their gender identity or expression; or
- Verbal abuse concerning an individual's characteristics such as pitch of voice, facial hair or the size or shape of a person's body, including remarks regarding an individual's gender presentation.

Other Examples of What Constitutes Prohibited Harassment: In addition to the above listed conduct, the Company strictly prohibits harassment concerning any other protected characteristic. By way of illustration only, and not limitation, such prohibited harassment includes:

- Racial or ethnic slurs, insults, and any other offensive remarks based on a protected characteristic;
- Jokes, whether written, verbal, or electronic, that are based on a protected characteristic;
- Mocking or ridiculing another's religious or cultural beliefs, practices, or manner of dress;
- Threats, intimidation, horseplay, or other menacing behavior that are based on a protected characteristic;
- Inappropriate verbal, graphic, or physical conduct, including practical jokes based on a protected characteristic;
- Electronically sending or posting harassing text messages, videos, or images; and
- Any Other harassing conduct based on one or more of the protected characteristics identified in this policy which has the purpose or effect of unreasonably interfering with an individual's performance or which has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

If you have any questions about what constitutes prohibited harassing behavior, ask your supervisor or the Human Resources Manager.

Prohibition Against Retaliation: The Company is committed to prohibiting retaliation against those who themselves or whose family members report, oppose, or participate in an investigation of alleged unlawful harassment, discrimination, or other wrongdoing in the

workplace. By way of example only, participating in such an investigation includes, but is not limited to:

- Filing a complaint with a federal or state enforcement or administrative agency;
- Participating in or cooperating with a federal or state enforcement agency conducting an investigation of the Company regarding alleged unlawful activity;
- Testifying as a party, witness, or accused regarding alleged unlawful activity;
- Making or filing an internal complaint with the Company regarding alleged unlawful activity;
- Providing notice to the Company regarding alleged unlawful activity;
- Assisting another employee who is engaged in any of these activities; or
- Exercising any other lawful right.

The Company is further committed to prohibiting retaliation against qualified employees who request a reasonable accommodation for any known physical or mental disability and employees who request a reasonable accommodation of their religious beliefs and practices. In addition, the Company will not penalize or retaliate against an employee who is or whose family member is a victim of a qualifying act of violence for requesting leave time or accommodations in the workplace to ensure the employee's safety and well-being.

What You Should Do If You Feel You Are Being or Have Been Harassed, Discriminated Against or Retaliated Against

If you feel that you are being or have been harassed, discriminated against or retaliated against in violation of this policy by any employee, supervisor, manager, or Business Associate of the Company, you should immediately report your concerns to one of the individuals listed below:

- First, discuss any concern with your Unit Manager.
- If you are not satisfied after you speak your Unit Manager, or if you feel you cannot speak with your Unit Manager, please discuss your concern with **the Human Resources Manager**.
- If you are not satisfied after you speak with the Human Resources Manager, or art@bgchv.com HR@bgchv.com if you feel you cannot speak with **the Human Resources Manager**, please discuss your concern with the CEO.

In addition, if you observe harassment by another employee, supervisor, manager or Business Associate, please report the incident immediately as indicated above.

Supervisors who receive any complaint of harassment, discrimination or retaliation must promptly report such complaint to **the Human Resources Manager** or the CEO.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring your concerns and/or problems to our attention so we can take appropriate steps to address the situation. The Company takes all complaints of unlawful harassment and/or discrimination seriously and will not penalize you or retaliate against you in any way for reporting a harassment, discrimination or retaliation problem in good faith.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible by an impartial and qualified person and, upon conclusion of such investigation, appropriate corrective action will be taken where warranted. The Company prohibits employees from refusing to cooperate with internal investigations and the internal complaint procedure. All complaints of unlawful harassment reported to management will be treated as confidentially as possible, consistent with the Company's need to conduct an adequate investigation.

Violation of this policy will subject an employee to disciplinary action, up to and including immediate termination. Moreover, any supervisor or manager who condones or ignores potential violations of this policy will be subject to appropriate disciplinary action, up to and including termination. **Additionally, under California law, employees may be held personally liable for harassing conduct that violates the California Fair Employment and Housing Act.**

Timekeeping and Payroll Practices

Employee Classification

Full-Time Employees

Full-time employees are those normally scheduled to work at least forty (40) hours per week, as determined by BGCHV in its sole discretion. “Full-time” is a general employee classification used by the Company for a variety of purposes. Employees not classified by the Company as “full-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

Part-Time Employees

Part-time employees are those normally scheduled to work fewer than forty (40) hours per week, as determined by BGCHV in its sole discretion. “Part-time” is a general employee classification used by the Company for a variety of purposes. Employees classified by the Company as “part-time” may still be eligible for medical insurance coverage, depending on their position and hours of service. Consult the applicable plan document for all information regarding eligibility, coverage, and benefits. The plan document ultimately governs your entitlement to benefits.

Temporary Employees

Temporary employees are those employed to work seasonally, on special projects for short periods of time, or on a “fill-in” basis. These positions are *not* intended to be a part of continuing operations. The employment status of temporary employees will not be changed due to an extension of employment in excess of that originally planned. Unless otherwise required by applicable law, temporary employees are not eligible for Company benefits, and temporary employees remain employed at will at all times.

Non-Exempt Employees

Non-exempt employees include all employees who are covered by the overtime provisions of the Fair Labor Standards Act and California state law.

Exempt Employees

Exempt employees include all employees who are classified by BGCHV as exempt from the overtime provisions of the Fair Labor Standards Act and California state law.

If you have any questions concerning your employee classification or the benefits for which you qualify, please consult the Unit Director, the Human Resources Manager, or applicable benefit plan documents.

Your Pay

Our workweek starts on Monday at 12:00 a.m. and runs through Sunday at 11:59 p.m.

We offer direct deposit of employee paychecks to all employees who provide a written authorization for direct deposit and we encourage employees to enroll in our direct deposit program.

We issue deposits on the 5th and 20th of each month. If the scheduled payday falls on a weekend or holiday, deposits will generally be made on the preceding business day.

The Company may make deductions from your pay for a variety reasons. For example, the Company is required by law to deduct certain amounts for taxes, Social Security, or garnishments. Likewise, you may authorize the Company to make deductions for benefit premiums, or 401(k) contributions. Any deductions made will be in a manner consistent with applicable federal and state law.

If you believe a payment or deduction has been made to your pay in error, please immediately notify your Unit Director or the Director of Finance. The Company will investigate your pay and deductions and will not penalize you for reporting a suspected concern. If an error is found, you will receive an immediate adjustment which will be paid no later than on the next regular payday.

BGCHV does not cash employee payroll checks. Employees are expected to cash their pay checks as soon as possible so BGCHV's banking records can be kept current.

Timekeeping Procedures

Employees are required to accurately record all of their hours of work for BGCHV, either through the use of an electronic time card or through a hand written record as directed by the Company. This includes all hours worked for the Company, regardless of whether work is performed onsite or remotely. Accurately recording all of your time is required in order to be sure that you are paid for all hours worked as required by wage and hour laws.

Working "off the clock" is strictly prohibited. If any manager or supervisor directs you to, or suggests that you should, perform work while not "on the clock," you must notify the Human Resources Manager immediately. Similarly, non-exempt employees are not permitted to perform work after hours or from home without specific direction from their supervisor. In the event such work is performed, all time spent working must be reported on the employee's time record.

Your obligation to accurately record all hours worked does not relieve you of your obligation to obtain advance approval from your supervisor before working overtime or hours beyond your regular work schedule. Employees who work overtime or off-schedule hours without prior authorization by their supervisor are subject to disciplinary action, up to and including termination of employment.

Any changes or corrections to your time records must be approved by you and your supervisor. Under no circumstances may any employee record another employee's time.

Your Work Schedule

Your supervisor will inform you of the hours you are to work. Due to changing business needs, your actual work schedule may vary from time to time. If it does, you will be notified by your supervisor. Management retains the right to reassign employees to a different shift where it is necessary for the efficient operation of the Company.

Overtime

BGCHV may periodically schedule overtime work in order to meet business needs. We will attempt to give as much advance notice as possible, and we expect that all employees who are scheduled to work overtime will be at work. Otherwise, all overtime work must be pre-approved by your supervisor or Department Manager. Working overtime without your supervisor's approval or failing to report for scheduled overtime may result in disciplinary action, up to and including termination.

Wage Disclosure

The Company does not prohibit an employee from inquiring about, disclosing, comparing, or otherwise discussing the employee's wages or the wages of another employee. The Company does not require nondisclosure of an employee's wages as a condition of employment and will not require an employee to sign any contract, waiver, or document to the contrary.

Further, the Company will not take an adverse action or retaliate against an employee discussing their wages or for aiding or encouraging any employee in the exercise of their rights. The Company will not prohibit an employee from lodging a complaint or testifying, assisting, or participating in an investigation or proceeding related to a violation of this policy.

Nothing in this policy will be construed to permit an employee whose job responsibilities require or allow access to other employees' wage or salary information from disclosing that information, unless the person is under a legal obligation to furnish the information and/or has obtained written consent from the employee whose information is requested or sought. Additionally, nothing in this policy requires the Company or an employee to disclose their wages in response to an inquiry by another employee.

Meal Periods

Except for certain salaried exempt employees, it is our policy to provide and afford all employees who work more than five (5) hours in a work day with an uninterrupted meal period of at least thirty (30) minutes free from all duty to begin no later than the end of the 5th hour of work and a second uninterrupted meal period of at least thirty (30) minutes free from all duty to commence no later than the end of the 10th hour of work, should an employee work that many hours in any given day. Only in limited circumstances, discussed below, can meal periods be waived. For this reason, unless there is a written agreement for an on-duty meal period approved by the Human Resources Manager, employees must record the beginning and ending time of their meal period(s) every day.

It is our policy to relieve you of all duty during your meal periods, so that you are at liberty to use the meal period time as you wish. You may leave the premises for your meal period if you so desire. The Company schedules all work assignments with the expectation that all employees will take their duty-free meal periods and we encourage you to do so. You may be asked to confirm in writing that you have been relieved of all duty and otherwise provided all of your meal periods during a particular pay period, or in the alternative, identify any meal periods during which you were required to work. At no time may any employee perform off-the-clock work or otherwise alter, falsify, or manipulate any aspect of their timekeeping records to inaccurately reflect or hide meal periods or time spent working during meal periods.

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a meal period. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a meal period to the Human Resources Manager or the Chief Operating Officer. The Company strictly prohibits retaliation against any employee who reports violations of the Company's meal period policy.

Waiver of Meal Period. You may waive your meal period only under the following circumstances:

- If you will complete your work day in six (6) hours or less, you may waive your meal period as approved by your supervisor.
- If you work over ten (10) hours in a day, you may waive your second meal period only if you have taken your first meal period that day and you do not work more than twelve (12) hours on that day.

You may not waive your meal periods to shorten your work day.

On-Duty Meal Period. In limited situations, certain designated employees may be authorized to work an "on-duty meal period" when the nature of the employee's duties prevent the employee from being relieved of all duty. You will be permitted to take an on-duty meal period only if the nature of your job duties requires it and you and the Company have agreed to an on-duty meal period in writing. In this situation, your on-duty meal period will be paid and treated as hours worked. The on-duty meal period agreement is revocable by you or the Company at any time.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more meal periods or if the Company has not otherwise provided them with an opportunity to take one or more meal periods on any day in accordance with this policy. Because this should be an exceptional and rare occurrence, if you are aware of or experience such a situation where a one-hour premium may be applicable, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where the meal period is waived as permitted by law, where an employee has a lawful on-duty meal period, or if an employee personally chooses to disregard the Company's schedules or policies providing meal periods as required by law.

Rest Periods

The Company authorizes and permits non-exempt employees with the opportunity to take an uninterrupted paid rest period of at least ten (10) minutes of net rest time for every four (4) hours worked (or major fraction thereof), which should be taken so far as practicable in the middle of each four-hour work period. During your rest periods, you will be relieved of all duty so that you can enjoy this personal time as you wish. You may leave the premises for your rest period(s) if you so desire. Rest breaks will be provided as follows:

Shift (Hours Worked in Day)	Number of Paid Rest Breaks
At least 3.5 and up to 6 hours	1
More than 6 and up to 10 hours	2
More than 10 and up to 14 hours	3
More than 14 hours –	Continue under the above schedule

The Company generally will not authorize a rest period for employees whose total daily work time is less than three and one-half (3 ½) hours. Employees are generally authorized and permitted to schedule their rest periods at their own discretion under these guidelines; however, a supervisor may ask that rest periods be scheduled to best ensure the smooth operation of their department so long as they do so consistent with this policy and these guidelines. Rest periods may not be combined with other rest or meal periods.

Rest periods are “on the clock” and counted as hours worked, and thus, you are not required to separately record your rest periods on your timecards or the Company’s timekeeping system. If your rest period is interrupted, you must notify your supervisor immediately so that arrangements can be made for you to take a further, uninterrupted, rest period required by Company policy. No supervisor is authorized to instruct you to waive a rest period, and rest periods cannot be used to shorten the workday or be accumulated for any other purpose. Rest periods can be waived provided they are waived by an employee without any coercion from a supervisor and the waiver is purely voluntary. You may be required to confirm that you have been provided an opportunity to take all of your duty-free rest periods during a particular pay period (including pay periods when one or more rest periods have been voluntarily waived by you).

Please note that no Company manager or supervisor is authorized to instruct you how to spend your personal time during a rest period. You should immediately report a manager’s or supervisor’s instruction to skip, shorten, or work during a rest period to the Human Resources Manager or the Chief Operating Officer. The Company strictly prohibits retaliation against any employee who reports violations of the Company’s rest period policy.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more rest periods or when they are not otherwise provided an opportunity by the Company to take one or more rest periods on any day in accordance with this policy. Because this should be an exceptional and rare occurrence, if you are aware of or experience such a situation where a one-hour premium may be applicable, please be sure to bring it to our attention without delay. The Company strictly prohibits retaliation against any employee who reports violations of the

Company's rest period policy. The one-hour premium will not apply in situations where an employee personally chooses not to take a rest period or to disregard the Company's schedules or policies providing rest breaks as required by law.

Recovery Periods

The Company provides employees working outdoors in conditions exceeding 80 degrees Fahrenheit or indoors in conditions equaling or exceeding 82 degrees Fahrenheit with the opportunity to take an uninterrupted cool-down period of at least five (5) minutes as needed to avoid overheating. Employees working outdoors are permitted to access the provided shaded area and drinking water at any time to avoid heat illness. Employees working indoors are permitted access to cool-down areas that are maintained below 82 degrees, blocked from direct sunlight, and shielded from other high radiant heat sources to the extent feasible and is either open to the air or provided with ventilation or cooling as well as drinking water at any time to avoid heat illness. Cool-down periods are counted as hours worked. You are not required to record your cool-down periods.

It is our policy to relieve employees of all duty during cool-down periods. As such, no supervisor is authorized to instruct you to waive or skip a cool-down period. You should immediately report a manager's or supervisor's instruction to skip, shorten, or work during a cool-down period to the Human Resources Manager or the Chief Operating Officer.

The Company pays one-hour of premium pay to non-exempt employees at their regular rate of compensation for each day during which they are required by the Company to work during one or more recovery periods or if the Company has not otherwise provided them with an opportunity to take one or more recovery periods on any day in accordance with this policy. Because this should be an exceptional occurrence, if you are aware of such a situation, please be sure to bring it to our attention without delay. The one-hour premium will not apply in situations where an employee personally chooses not to take a discretionary recovery period or to disregard the Company's schedules or policies providing discretionary recovery periods as required by law.

Company Benefits

To remain competitive and to provide the best benefits for our employees, the Company may from time to time add, modify, or terminate these plans for any reason with reasonable notice.

Paid Holidays

Each calendar year the Company will distribute a schedule of the year's holidays. However, the Company reserves the right to change or eliminate the holiday schedule without prior notice. The following are generally observed Company holidays:

New Year's Day
Martin Luther King Dr. Day
President's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Day After Thanksgiving
Christmas Day

After completion of the introductory period, regular full-time, non-exempt employees will receive these specific holidays off with pay any time they fall on a normally scheduled work day for the employee. After completion of the introductory period, part-time employees will receive these specific holidays off with pay, proportionate to the number of hours they were regularly scheduled to work on that day, any time the holiday falls on a normally scheduled work day. Temporary employees are not eligible for paid holiday benefits.

If the holiday falls on a weekend day, the holiday will be observed on an alternate day. Holidays falling on a Saturday will generally be observed on the preceding Friday, or as observed by the School Districts served by the particular location. Holidays falling on a Sunday will generally be observed on the following Monday, or as observed by the School Districts served by the particular location.

To be eligible for holiday pay, you must work your last scheduled day before the holiday and the first scheduled day after the holiday, unless you are taking an excused absence on those days. Holiday pay does not count as "hours worked" for purposes of calculating an employee's entitlement to overtime during the week in which the holiday occurs.

Some departments may be open on a holiday due to business necessity. Employees will be given as much advance notice as possible if they are required to work on a holiday. Non-exempt asked to work on a holiday will receive their normal rate of pay for work performed on a holiday.

Exempt employees will not receive additional holiday pay but rather will be paid their regular salary for the week in which a holiday occurs.

Floating Holidays

On November 1st each year, employees that (i) have been continuously employed for at least one full year, (ii) work an average of four (4) hours/day, and (iii) complete at least 1,000 hours of work in the previous twelve (12) months, and will receive two (2) additional days off with pay (“Floating Holidays”) that may be used between November 1st and January 31st. Because they are Floating Holidays and not vacation days, eligible employees shall be granted these two (2) days on November 1st of the applicable year, not on a pro-rata basis throughout the course of the year.

Floating Holidays are paid at the employee’s regular rate for the number of hours matching the employee’s regular work schedule (increased hours for holiday schedules do not apply). Floating holidays must be scheduled and approved in advance.

Although Floating Holidays may only be taken between November 1st and January 31st, employees may carry over any unused days into the next calendar year. Employees may not, however, accumulate more than three (3) total Floating Holidays at any time. In other words, an employee who has three (3) Floating Holidays but does not use any, will still have only three (3) total Floating Holidays for use between November 1st and January 31st the following year.

We pay all accrued but unused Floating Holidays when an employee leaves the Company. Floating Holidays will be arranged by the employee’s supervisor based on work needs and seniority, and must be taken in full-day increments unless otherwise required by law.

Paid Vacation

The Company provides vacation benefits to all regular full-time exempt and non-exempt employees. Consult the Human Resources Manager for detailed information on how the dollar amount of your vacation pay is calculated and the amount you are entitled to receive. The actual dollar amount that an employee receives while on vacation varies according to whether the employee is an hourly or salaried employee. To be eligible for vacation pay, you must work your last scheduled day before the vacation and the first scheduled day after the vacation, unless you are taking an excused absence on those days.

Vacation time is given to employees so that they are better able to perform their jobs when they return. For this reason, we require employees to take their vacation and we do not permit employees to take pay in lieu of time off. All vacation must be taken in at least half-day increments.

Vacations must be scheduled and approved by your supervisor at least two (2) weeks in advance. Also, the Company, at its sole discretion, may require you to take your vacation at a particular time, and may also refuse your application for vacation where business needs dictate. Employees who are out on a leave of absence do not accrue vacation time while they are on leave unless applicable law requires us to do so. BGCHV pays all accrued but unused vacation when an employee leaves the Company.

Full-Time Non-Exempt Employees (Other than Full Time Non-Exempt Directors)

Beginning in the employee's first month of employment, eligible employees will accrue vacation as follows, subject to the indicated accrual caps. Employees may not use accrued vacation benefits until after they have been with the Company for one year.

Employees may accrue vacation up to a maximum of one and one half (1.5) times their normal annual accrual rate. Once an employee reaches this maximum amount, they will cease to accrue vacation benefits until their balance falls below the maximum accrual amount. In other words, employees with less than 5 years of service may not accrue more than 7.5 days of vacation at any time, employees with more than 5 years but less than 10 years of service may not accrue more than 10.5 days of vacation at any time, and employees with 10 years or more of service may not accrue more than 15 days of vacation at any time.

Employee's Continuous Length of Service	Amount of Monthly Accrual	Amount of Vacation Days Accrued per Year	Maximum Accrual Cap
0 – 5 years	.417 days	5 days	7.5 days
5 – 10 years	.583 days	7 days	10.5 days
11 and thereafter	.833 days	10 days	15 days

Full-Time Exempt Employees & Full Time Non-Exempt Director Employees

Beginning in the employee's first month of employment, eligible employees will accrue vacation as follows, subject to the indicated accrual caps. Employees may not use accrued vacation benefits until after they have been with the Company for one year.

Employees may accrue vacation up to a maximum of one and one half (1.5) times their normal annual accrual rate. Once an employee reaches this maximum amount, they will cease to accrue vacation benefits until their balance falls below the maximum accrual amount. In other words, employees with less than 5 years of service may not accrue more than 15 days of vacation at any time, employees with more than 5 years but less than 10 years of service may not accrue more than 22.5 days of vacation at any time, and employees with 10 years or more of service may not accrue more than 30 days of vacation at any time.

Employee's Continuous Length of Service	Amount of Monthly Accrual	Amount of Vacation Days Accrued per Year	Maximum Accrual Cap
0 – 5 years	.833 days	10 days	15 days
5 – 10 years	1.25 days	15 days	22.5 days
11 and thereafter	1.67 days	20 days	30 days

Paid Sick Leave

The Company provides paid sick leave to all employees who have worked thirty (30) or more days in California within a year of their employment with the Company, as set forth below. Eligible employees may use available paid sick leave in minimum increments of at least two (2) hours. The sick leave year runs from anniversary to anniversary.

Employees must make an oral or written request for paid sick leave. Employees requesting time off under this policy must provide as much advance notice as possible. Where your need for paid sick leave is unforeseeable, you must provide notice as soon as practicable.

Generally, the dollar amount of your sick pay is based on your salary or your hourly wage. However, if within 90 days before taking accrued sick leave, you had different hourly pay rates or were a non-exempt salaried employee, the dollar amount of the sick leave will be calculated based upon the amount earned during the 90-day period and the total hours worked in the full pay periods of the preceding 90 days.

Leave under this policy may be used in connection with the diagnosis, care, or treatment of an existing health condition of, or preventive care for, the employee or the employee's family member. "Family member" for purposes of this policy includes a spouse, registered domestic partner, child (regardless of the child's age), parent (including a step-parent or parent-in-law), grandparent, grandchild, sibling, or a designated person. "Designated person" for the purposes of this policy is a person identified by the employee at the time the employee requests paid sick days. Employees will be limited to identifying one (1) designated person per twelve (12)-month period. Leave under this policy may also be used by an employee who is or whose family member is a victim of a qualifying act of violence to seek aid or medical attention, obtain services or counseling, or participate in safety planning. Sick leave may also be used for bereavement leave within three (3) months of the death of an employee's family member.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

The Company will not take any adverse action against employees who utilize paid sick leave. However, employees who misuse or abuse this policy, e.g., misrepresent the reason for use of paid sick leave or use paid sick leave for vacation, may be subject to disciplinary action.

Unused time under this policy will not be paid out at the time of separation from employment. However, employees who are re-employed with the Company within a year of separation will have any unused paid sick leave accrued under this policy reinstated. For more information, contact your supervisor or the Human Resources Manager.

Full-Time Exempt Employees and Full-Time Non-Exempt Director Employees

All full-time exempt employees and full-time non-exempt director employees will accrue five (5) hours of paid sick leave per pay period. Beginning on the 90th day of employment, all full-time exempt employees and full-time non-exempt director employees may use up to eighty (80) hours or ten (10) days of paid sick leave per year. Employees can carry over accrued and unused paid sick leave from one year to the next, up to a maximum of 360 hours or forty-five (45) days of paid sick leave. Once an employee reaches this amount, they will cease to earn any additional paid sick leave until their balance falls below the maximum accrual amount.

Full-Time Non-Exempt Employees

All full-time non-exempt employees will accrue one (1) hour of paid sick leave for every twenty-five (25) hours worked. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of sixty-four (64) hours or eight (8) days of paid sick leave per year. All accrued and unused sick leave will carry over to the next year, up to a maximum of 360 hours or forty-five (45) days of accrued paid sick leave. Once an employee reaches this amount, they will cease to earn any additional paid sick leave until their balance falls below the maximum accrual amount.

Part-Time, Seasonal, and Other Non-Full-Time Employees

All other eligible employees will accrue one (1) hour of paid sick leave for every thirty (30) hours worked, up to a maximum accrual of eighty (80) hours or ten (10) days of paid sick leave. Sick leave may not be accrued in excess of the applicable maximum accrual cap. Once your unused and accrued sick leave reaches the maximum cap, you will not become eligible to accrue any additional sick leave until prior sick time has been used and your accrued balance falls below the maximum accrual cap. Beginning on the 90th day of employment, eligible employees may begin to use paid sick leave as it is accrued, up to a maximum of 40 hours or five (5) days of paid sick leave per year. All accrued and unused sick leave will carry over to the next year, up to a maximum of eighty (80) hours or ten (10) days of accrued paid sick leave.

Insurance and Retirement Benefits

We offer the following insurance and retirement benefits to eligible employees:

- Medical Insurance
- Dental Insurance
- Vision Insurance
- Life Insurance
- Long-Term Disability Insurance
- 401(k) Retirement Savings Plan

Coverage for eligible employees, begin on the first day of the month after completion of the 90 day introductory period. Contractor employees are not eligible for coverage. Eligible employees will pay a specific dollar amount each month for this insurance, depending on the level of coverage chosen and the employee's regular work schedule. Remaining costs of insurance coverage are paid by the Company. The cost to the employee of this coverage is subject to change.

All changes in employee's work schedules must be in effect for a minimum of ninety (90) days before an employee's premium rate will be increased or decreased on that basis. The change will become effective on the first day of the month following the waiting period.

Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

Life Insurance

We offer life insurance coverage for our eligible full-time exempt and non-exempt employees, beginning on the first day of the month after completion of the 90 day introductory period. The Company pays the entire cost of this insurance. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

State Mandated Insurance Benefit Programs

State Disability Insurance

The Company is required by law to deduct a certain amount from your pay to provide State Disability Insurance (“SDI”). SDI benefits are payable when you cannot work because of illness or injury unrelated to your employment. For information concerning these benefits, contact the California Employment Development Department (EDD), which administers the SDI program.

Paid Family Leave

The Company is also required by law to deduct a certain amount for your pay to fund the Paid Family Leave (“PFL”) program. PFL benefits are payable, for up to eight (8) weeks in a twelve (12) month period, when you take time off work to: (i) provide care for a seriously ill child, spouse, parent, domestic partner, grandparent, grandchild, sibling, or parent-in-law, (ii) bond with a new child, or (iii) participate in a qualifying exigency related to the covered active duty or call to covered active duty of certain family members.

Despite its name, PFL does not provide you with any leave entitlement or time off. Rather it is a benefit that you apply for when on an otherwise approved leave of absence pursuant to Company policy. You may elect to use your paid sick leave or any other available paid leave benefits during receipt of PFL benefits. You must notify the Company if you intend to file for PFL benefits.

For information concerning these benefits, contact the California Employment Development Department (“EDD”), which administers the PFL program. All claims for PFL benefits must be submitted directly to the California EDD. The EDD ultimately determines whether you are eligible to receive PFL benefits. You will not be eligible for PFL benefits if you are receiving State Disability Insurance, Unemployment Compensation Insurance, or Workers’ Compensation benefits.

Long-Term Disability Insurance

We provide access to long-term disability insurance coverage for eligible employees, beginning on the first day of the month after completion of the 90 day introductory period. Third party providers may provide this coverage directly to you. The Company pays the entire cost of this insurance. Consult the applicable plan document for all information regarding eligibility, coverage and benefits. The plan document ultimately governs your entitlement to benefits.

Social Security

The Federal Insurance Contributions Act, which is better known as the Social Security Act, requires the Company to deduct a percentage of your pay, match it with an equal amount from the Company and send it to the government to be deposited with the Social Security Administration. If you are not familiar with the retirement and disability benefits provided under Social Security, check with your local Social Security Administration office for a more complete explanation.

Workers' Compensation Insurance

The Company pays the entire amount of its Workers' Compensation insurance premium, which provides benefits to employees who experience injury or illness that arises out of the course and scope of employment. It is essential that you report all work-related accidents, injuries, and illnesses immediately. You should be aware that California law makes it a crime to knowingly file a false or fraudulent claim for Workers' Compensation benefits, or to knowingly submit false or fraudulent information in connection with any Workers' Compensation claim. Such conduct is also against Company policy and will result in disciplinary action up to and including termination of employment.

401(k) Retirement Savings Plan

The Company offers a 401(k) Retirement Savings Plan to all eligible employees. Eligibility for the plan is contingent upon the employee being at least twenty-one (21) years of age, the completion of at least one (1) year of continuous employment, and completion of 1,000 hours worked in a one (1) year period. Once an employee is eligible, the employee will be enrolled in the plan on the next anniversary date. The terms and conditions of the 401(k) Retirement Savings Plan are controlled by the applicable plan document. Contact the Director of Finance for more information regarding the 401(k) Retirement Savings Plan.

Suggestion Program

The Company wants and needs your ideas on how to more efficiently and effectively run the Company. If you have any suggestions that you think will add to our effectiveness, please present the idea in writing to your Unit Director.

Employee Discounts

Employees are encouraged, but not required, to use BGCHV services. Depending on availability and at the sole discretion of the appropriate Director, the following discounts are available to employees who have completed their introductory period. These discounts are available only for children of our employees. Employees may not purchase services at a discount on behalf of friends and/or family members, nor may friends and/or family members use an employee's discount. The maximum employee discounts for Classes/Performing Arts and Sports Leagues is two discounts per child per month, and four discounts per family per month.

Classes/Performing Arts – Facility cost.

Recreation Program – 1st – 8th grade. No cost for children of staff employees (discount does not include field trips, lunches, or special events).

Tuition – Infant/Toddler/Pre-school/Kindergarten Program – 50% off per week (must be regularly scheduled at least 30 hours per week to qualify for this discount)

Sports Leagues - 50% off of League Fees

Training and Educational Assistance

The Company may provide periodic in-house training programs for applicable employees. In addition, Employees may be given the opportunity to attend training or educational programs in the course of their employment that will benefit the Company or enable you to improve your job proficiency with the Company. The Company may reimburse employees for the cost and certain expenses associated with attending an approved training or educational course. To receive reimbursement, the employee must (1) receive advanced written authorization from the Chief Executive Officer to attend the course and (2) successfully complete the course. From time to time, the Company may impose other requirements or conditions for receiving this benefit.

Employees should contact the Chief Executive Officer before registering for any training or other educational course to learn whether the program will be covered under this policy. The Company is not responsible for the payment or reimbursement of any costs or expenses associated with an employee's attendance at any training or educational course, if the employee fails to receive advance written authorization or fails to successfully complete the course.

Leaves of Absence

Where applicable state or local law provides you with additional leave rights than those outlined below, the Company will comply with those laws. If you need time away from work for any reason, please consult your supervisor or the Human Resources Manager.

Civic Duties

BGCHV encourages all employees to accept their civic responsibilities. To promote citizenship, the Company is pleased to assist you in the performance of your civic responsibilities.

Jury Duty: If you receive a jury duty summons, please notify your supervisor immediately so your supervisor may plan the department's work with as little disruption as possible.

Unless otherwise required by federal, state, or local law, time spent serving on jury duty will be unpaid to non-exempt employees. Exempt employees will continue to receive their regular salary for any week in which they perform any work while on jury duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid jury duty. Employees who are released from jury service before the end of their regularly scheduled shift or who are not asked to serve on a jury panel are expected to call their supervisor as soon as possible and report to work if requested.

Court Attendance and Witness Duty: If you receive a subpoena to appear in court, please notify your supervisor immediately.

Unless court attendance or witness duty is work-related, the Company will provide non-exempt employees with unpaid leave when necessary to prepare for and/or participate in court proceedings. Exempt employees will continue to receive their regular salary for any week in which they perform any work while also participating in court proceedings or on witness duty, pursuant to state and federal law.

Employees will not be required to use vacation, sick leave, or any other accrued paid leave benefits, though employees may choose to use any available vacation during any period of unpaid witness duty. Employees who are released from court proceedings or witness service before the end of their regularly scheduled shift or who are not asked to serve in court or as a witness are expected to call their supervisor as soon as possible and report to work if requested.

Voting Leave: The Company believes that employees should have the opportunity to vote in any state or federal election, general primary, or special primary. Any employee whose work schedule does not provide sufficient time to vote during non-work hours while polls are open will be granted up to two (2) hours off from work with pay to vote.

Voting leave will only be paid for non-exempt employees. Exempt employees will continue to receive their regular salary for any week in which they perform any work while taking off time to vote, pursuant to state and federal law.

To the extent permitted by law, we may select the hours you are excused to vote. Please notify your supervisor of the need for voting leave as soon as possible. Upon return from leave, The Company may require you to provide proof of having voted, such as a voting sticker.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Emergency Rescue Personnel

To the extent required by law, employees who are volunteer firefighters, reserve peace officers, members of a disaster medical response team, or emergency rescue personnel (“Emergency Rescue Personnel”) may receive unpaid leave to perform their duties in the case of an emergency. Emergency Rescue Personnel may also take a temporary, unpaid leave of absence, not to exceed a total of 14 days per calendar year, in order to engage in fire, law enforcement, or emergency rescue training.

If you qualify as state-sponsored or requested Emergency Rescue Personnel, please alert your supervisor so that your supervisor is aware of the fact that you may have to take time off under this policy. In the event that you need to take time off under this policy, please alert your supervisor in writing as far in advance as possible. You must provide the Company with appropriate documentation evidencing your performance of responsibilities under this policy upon returning to work.

You may choose to use any accrued vacation or sick leave time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Civil Air Patrol Leave

The Company will provide eligible employees who are volunteer members of the California Wing of the Civil Air Patrol and are called to emergency operational missions up to ten (10) days of unpaid leave per calendar year. Leave for a single emergency operational mission cannot exceed three (3) days unless an extension is granted by appropriate government entities and approved by the Company. To be eligible, employees must have been employed with the Company for ninety (90) days immediately preceding the commencement of leave.

Employees are expected to notify the Company of the need for Civil Air Patrol Leave by providing their supervisor with certification from Civil Air Patrol authorities as soon as possible. The Company will restore employees who return from Civil Air Patrol leave to their former position or to a position of equivalent seniority status, employee benefits, pay and other terms and conditions of employment.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military Leave of Absence

Employees who require time off from work to fulfill military duties will be treated in accordance with applicable requirements of state and federal laws. You are expected to notify the Company in advance of upcoming military duty by providing your supervisor with verbal or written notice as soon as possible. We ask that you are sensitive to the Company's needs when scheduling military-related training.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Military Spouse Leave of Absence

if your spouse or registered domestic partner qualifies as military personnel, and you work an average of twenty (20) hours per week for the Company, you may take up to ten (10) days of unpaid leave during the time your military spouse or registered domestic partner is home on leave during a period of military deployment.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Victims of Felony Crimes

To the extent required by law, employees who are victims of certain specified felony crimes, or who are an immediate family member of a victim, a registered domestic partner of a victim, or the child of a registered domestic partner of a victim, may receive unpaid time off from work to attend judicial proceedings related to that crime. Additionally, employees who are victims of such crimes may take unpaid time off from work to be heard at any proceeding, including any delinquency proceeding, involving a post-arrest release decision, plea, sentencing, post-conviction release decision, or any proceeding in which a right of the victim is at issue. To take this leave, you must provide the Company in advance with a copy of the notice of the proceeding. If advance notice is not possible, you must provide the Company with appropriate documentation evidencing your attendance at the judicial proceeding upon returning to work.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave for Victims of Qualifying Acts of Violence

You may be eligible for leave under this policy if you or your family member are a victim of a qualifying act of violence, defined as domestic violence, sexual assault, stalking, or any act, conduct, or pattern that includes a) bodily injury or death to another individual; b) exhibiting, drawing, or brandishing a firearm or other dangerous weapon; or c) a reasonably perceived or actual threat to use force against another individual to cause physical injury or death, regardless of whether anyone is arrested for, prosecuted for, or convicted of committing any crime. “Family member” for purposes of this policy includes, a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner as defined under the California Family Rights Act or a designated person. For purposes of this policy, “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. The designated person may be identified by the employee at the time the employee requests the leave. The Company may limit an employee to one designated person per twelve (12) month period for leave under this policy.

Eligible employees who are a victim of a qualifying act of violence or whose family member is deceased as a result of a qualifying act of violence may receive up to twelve (12) weeks of unpaid leave under this policy. Eligible employees whose family member is a victim of a qualifying act of violence, but not deceased, may receive up to five (5) days of unpaid leave to assist in relocation purposes, and up to ten (10) days of leave in total under this policy. Eligible employees may also take unpaid time off to serve on a jury as required by law, appear in court to comply with a subpoena or other court order as a witness in any judicial proceeding, or seek relief including, but not limited to, a temporary restraining order, restraining order, or other injunctive relief, to help ensure their health, safety or welfare or that of their child.

Employees who meet or whose family member meet the definition of victim above may also be eligible to take unpaid time off to: (1) to obtain or attempt to obtain any relief such as a temporary restraining order, restraining order, or other injunctive relief, to help ensure the health, safety, or welfare of the family member of the victim; (2) to seek, obtain, or assist a family member to seek or obtain, medical attention for or to recover from injuries caused by a qualifying act of violence; (3) to seek, obtain, or assist a family member to seek or obtain services from a domestic violence shelter, program, rape crisis center, or victim services organization or agency as a result of a qualifying act of violence; (4) to seek, obtain, or assist a family member to seek or obtain psychological counseling or mental health services related to an experience of a qualifying act of violence; (5) to participate in safety planning or take other actions to increase safety from future qualifying acts of violence; (6) to relocate or engage in the process of securing a new residence due to the qualifying act of violence, including, but not limited to, securing temporary or permanent housing or enrolling children in a new school or childcare; (7) to provide care to a family member who is recovering from injuries caused by a qualifying act of violence; (8) to seek, obtain, or assist a family member to seek or obtain civil or criminal legal services in relation to the qualifying act of violence; (9) to prepare for, participate in, or attend any civil, administrative, or criminal legal proceeding related to the qualifying act of violence; or (10) to seek, obtain, or provide childcare or care to a care-dependent adult if the childcare or care is necessary to ensure the safety of the child or dependent adult as a result of the qualifying act of violence.

To be eligible for this leave, you must provide the Company with advance notice of your need for leave. If advance notice is not possible, you must provide the Company with the following

certification within a reasonable amount of time after returning to work: (1) a police report showing that you or your family member meet the definition of a victim as set forth above (2) a court order protecting you or your family member from the perpetrator of the qualifying act of violence or other evidence from the court or prosecuting attorney that you or your family member appeared in court, (3) documentation from a medical professional, domestic violence or sexual assault counselor, victim advocate, health care provider, or counselor showing that your absence was due to you or your family member receiving treatment or services directly related to the qualifying act of violence, or (4) any other form of documentation that reasonably verifies that the qualifying act of violence occurred including, but not limited to, a written statement signed by you, or an individual acting on your behalf, certifying that the absence is for a purpose authorized under this policy. The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for leave under this policy.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

In addition, employees who are victims or whose family member is a victim of a qualifying act of violence are entitled to a reasonable accommodation for the employee's safety while at work. please notify your supervisor or the Human Resources Manager if you require such an accommodation, your circumstances change and you need a new accommodation, or if you no longer need an accommodation. The Company will engage in a timely, good faith, and interactive process to determine effective reasonable accommodations. The Company reserves the right to request supporting documentation of the need for reasonable accommodations under this policy. Employees are encouraged to request leave and accommodation under this policy without fear of retaliation.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Leave under this policy may run concurrently with leave taken under local, state, or federal law, including leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

School Disciplinary Action Leave

Employees who are requested by their child's school to appear at the school in connection with the suspension of their child from school will be provided unpaid time off for such purpose. Employees must provide reasonable advance notice that they have been requested to appear at the school where feasible.

You may choose to use any accrued vacation time, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Unpaid Family School Partnership Leave

BGCHV encourages its employees to be involved in the education of their children. Parents, guardians, step-parents, foster parents, grandparents, or individuals standing in *loco parentis* with custody of school age children (K-12) are eligible for up to forty (40) hours of unpaid leave each year, not to exceed eight (8) hours in any calendar month, to participate in school-related activities of their children or their registered domestic partner's children. Employees may also take such leave to find, enroll, or reenroll their child in a school or with a licensed child care provider, or to participate in activities of the school or licensed child care provider, or to address child care provider or school emergencies.

You must personally notify your supervisor and the Human Resources Manager as soon as the employee learns of the need for a planned use of this leave. Employees will be denied time off if they do not provide their supervisors with adequate notice. The Company may require verification of the school-related activity. Employees are requested to schedule activities, such as parent/teacher conferences, during non-work hours. Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

You may choose to use any accrued vacation time, if available, for an absence described above.

Leave for Organ and Bone Marrow Donors

Employees who have been employed for at least ninety (90) days and who provide written verification to the Company that they are an organ or bone marrow donor are entitled to receive a paid job protected leave of absence that may be taken in one or more periods in order to donate.

Eligible organ donors are entitled to a paid leave of absence not to exceed thirty (30) business days in any one-year period of time. Employees will be required to use up to two (2) weeks of their vacation or sick leave for organ donor leave. Such employees may also be eligible for an additional unpaid leave of absence not to exceed thirty (30) business days in any one-year period of time if they have exhausted all available sick leave.

Eligible bone marrow donors are entitled to a paid leave of absence not to exceed five (5) business days in any one-year period. Employees will be required to use up to five (5) days of their vacation or sick leave for bone marrow donor leave.

The one-year period is measured from the date the eligible employee's leave begins and will consist of twelve (12) consecutive months. Leave under this policy does not run concurrently with leave taken pursuant to the California Family Rights Act or the Family and Medical Leave Act.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Pregnancy Disability Leave of Absence

Employees may take an unpaid leave of absence up to four (4) months for disabilities relating to pregnancy, childbirth, or related medical conditions (meaning a physical or mental condition intrinsic to pregnancy or childbirth). For the purposes of leave under this policy, “four (4) months” means the number of days the employee would normally work within four (4) calendar months (one-third of a year equaling 17 1/3 weeks), if the leave is taken continuously, following the date the pregnancy disability leave commences.

Prior to the start of your pregnancy disability leave, the Company will require a statement from your health care provider indicating that you are unable to perform your job and the anticipated date of your return. In the event your leave exceeds the anticipated date of return, it is your responsibility to provide further verification from your health care provider that you are unable to perform your job and the revised anticipated date of return. If you and/or your family participate in our group health plan, the Company will maintain coverage during your pregnancy disability leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family.

Employees granted leaves for pregnancy will be returned to their same or a comparable position to the extent required by state law. Upon the advice of your health care provider, you may also be entitled to reasonable accommodation, to the extent required by law, for conditions related to pregnancy, childbirth or related medical conditions. In addition, a transfer to a less strenuous or hazardous position or duties may be available pursuant to your request, if such a transfer is medically advisable. You should promptly notify the Human Resources Manager of your need for a reasonable accommodation as soon as reasonably possible. For more information, see the Reasonable Accommodations policy above.

You may choose to use any available accrued paid leave benefits for an otherwise unpaid absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Alcohol and/or Drug Rehabilitation Leave

The Company wishes to assist employees who recognize that they have a problem with alcohol and/or drugs that may interfere with their ability to perform their job in a satisfactory manner. Employees who have a problem with alcohol and/or drugs and who decide to enroll voluntarily in a rehabilitation program will be given unpaid time off to participate in the program unless it would result in an undue hardship to provide the time off. If an employee requests time off to participate in such a program, the Company will also make reasonable efforts to keep the fact that the employee enrolled in the program confidential.

You may choose to use any available vacation for an otherwise unpaid absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Medical Leave of Absence

Employees who are ineligible for leave under the federal Family and Medical Leave Act and California Family Rights Act as provided below, or who have exceeded their leave allotment under those laws, are nonetheless eligible for medical leave according to the following policy:

Employees are eligible for unpaid leaves of absence for medical reasons. Medical reasons may include illness, injury, medical and surgical procedures, and related medical conditions. You must request a leave of absence if you will be unable to work for medical reasons for a period in excess of three (3) consecutive days. Such requests are subject to management approval and must be made as soon as possible. Each request must be accompanied by a certification from your treating physician or Company approved physician, which states that you are unable to work and provides the duration of leave that you require. The Company reserves the right to have employees on a medical leave of absence examined by a physician of the Company's choice. The Company may require periodic physician's verification of your inability to work. Misrepresenting the reason for applying for a leave of absence may result in disciplinary action, up to and including termination.

During a medical leave of absence, the Company's medical insurance plan documents will determine whether you and your eligible dependents may continue your health insurance coverage under the Company's plan. If you remain eligible for such coverage you must pay your share of the premium the same as if you continued working. If you are not eligible to continue coverage under the Company's plan you will be issued a COBRA notice and given the option of continuing coverage at your own expense. The plan document ultimately governs your eligibility for and entitlement to these benefits.

Upon your return from a medical leave of absence, we will attempt to return you to your regular job if it is available. If it is not available, you will be placed in a similar job for which you are deemed by management to be qualified if such a job is available. If no jobs are available at the time, you will be given preferential consideration for any position for which you apply and for which you are deemed by management to be qualified following your notifying the Company in writing that you are ready and able to return to work.

Failure to report to work as scheduled following a leave of absence without notifying the Company of your need for additional leave can result in dismissal. Employees who are out on leaves of absence will not accrue such benefits as vacation or holiday pay during their leaves of absence.

You should speak directly with the Human Resources Manager prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as reporting and verification obligations, and your obligations to pay health insurance premiums, if applicable. Failure to comply with Company policy may substantially affect your ability to return to work and/or result in the loss of health insurance coverage.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including a medical leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with any medical leave will result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Family and Medical Leave Act

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave you may use is either twelve (12) or twenty-six (26) weeks within a twelve (12) month period depending on the reasons for the leave.

Employee Eligibility

To be eligible for FMLA leave, you must:

- Have worked at least twelve (12) months for the Company in the preceding seven (7) years (limited exceptions apply to the seven (7) year requirement);
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin; and
- Currently work at, report to, or receive assignments from a location where there are at least fifty (50) employees within seventy-five (75) miles.

All periods of absence from work due to or necessitated by service in the uniformed services are counted in determining FMLA eligibility.

Reasons for Taking Leave

FMLA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee in connection with the adoption or foster care of the child by the employee (up to twelve (12) weeks). Such time is available to employees regardless of sex or gender.
- To care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to twelve (12) weeks).
- Because of an employee's serious health condition that makes the employee unable to perform the functions of the employee's position (up to twelve (12) weeks).
- To care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to twenty-six (26) weeks) (see Military-Related FMLA Leave for more details).
- To handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to twelve (12) weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a twelve (12) month period for all reasons combined is twelve (12) weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is twenty-six (26) weeks, with leaves for all other reasons constituting no more than twelve (12) of those twenty-six (26) weeks. Also, in addition to leave available under the FMLA and CFRA, employees may be eligible for leaves of absence during periods of disability associated with pregnancy or childbirth. Please see the Pregnancy Disability Leave of Absence Policy for further information on this type of leave.

Definitions

A "Serious Health Condition" is an illness, injury, impairment, or physical or mental condition that involves either (i) an overnight stay in a medical care facility, or (ii) continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities for more than three (3) full calendar days. The continuing treatment requirement includes two (2) visits to a health care provider or one (1) visit to a health care provider and a continuing regimen of care. An incapacity caused by pregnancy or prenatal visits, a chronic condition (such as asthma, diabetes or migraines) that continues over an extended period of time and requires periodic visits (at least two (2) per year) to a health care provider, permanent or long-term conditions requiring supervision but not active treatment by a

health care provider, or absences due to multiple treatments ordered by a health care provider may also meet the definition of a Serious Health Condition.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any FMLA leave with one exception. For leave to care for a Covered Servicemember, the Company calculates the twelve (12) month period beginning on the first day the eligible employee takes FMLA leave to care for a Covered Servicemember and ends twelve (12) months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a Covered Servicemember, their injury or illness. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company’s operations. Intermittent leave is permitted in increments of at least one (1) hour.

Use of Paid Leave

Depending on the purpose of your leave request, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your FMLA leave. If the Company does not require you to do so, you may elect to substitute paid leave for FMLA leave, so long as you comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the purpose of your leave request, you may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of your FMLA leave. This paid disability leave runs concurrently with FMLA leave, and may continue longer than the FMLA leave if permitted by the disability leave plan.

Maintenance of Health Benefits

The Company will maintain coverage under the Company’s group health plan during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

When seeking FMLA leave, you must provide:

- Sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. You must also inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified.
- Thirty (30) days advance notice of the need to take FMLA leave, if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave and in compliance with the Company's normal call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within fifteen (15) calendar days of the Company's request to provide the certification (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence and attendance policies, subjecting you to disciplinary action, up to and including termination. Second or third medical opinions and periodic re-certifications may also be required.
- Periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.
- Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition, as permitted by law. The Company will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under the FMLA. Should you be eligible for FMLA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated as FMLA-protected and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for FMLA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from FMLA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after FMLA Leave

If you fail to return to work as scheduled after FMLA leave or you exceed the twelve (12) week FMLA entitlement (or in the case of military caregiver leave, the twenty-six (26) week FMLA entitlement), you will be subject to the Company's standard leave of absence and attendance policies. This may result in termination if you have no other Company-provided leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after FMLA leave, you must notify the Human Resources Manager. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including FMLA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Interaction with Other Leaves

Where state or local laws afford leave for the same reasons in this policy, including for workplace illnesses or injuries covered by workers' compensation benefits, those leaves will run concurrently with FMLA, to the greatest extent permitted by law.

Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or to discharge or discriminate against any person for opposing

any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the Company encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources Manager, employees have the right file a complaint with the U.S. Department of Labor, Wage and Hour Division, or bring a private lawsuit against an employer. Further, FMLA 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.

Questions

While the FMLA policy provides a great deal of information, FMLA still can be a confusing process. If you have questions or concerns about your eligibility for FMLA, or if you believe that your supervisor or Company contact is not properly handling FMLA, immediately report the question or concern to the Human Resources Manager.

Military-Related FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and non-medical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Definitions

A “Covered Servicemember” is either: (1) a current Servicemember of the Armed Forces, including a member of the National Guard or Reserves, with a serious injury or illness incurred in the line of duty for which the Servicemember is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list; or (2) a “covered veteran” who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.

A “covered veteran” is an individual who was discharged under conditions other than dishonorable during the five (5) year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran.

The FMLA definitions of “serious injury or illness” for current Servicemembers and veterans are distinct from the FMLA definition of “serious health condition.” For purposes of Military-Related FMLA Leave, the term “serious injury or illness” means an injury or illness incurred by the Servicemember in the line of duty while on active duty in the Armed Forces that may render the Servicemember medically unfit to perform the duties of the Servicemember’s office, grade, rank, or rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while on active duty.

With regard to covered veterans, the serious injury or illness may manifest itself before or after the individual assumed veteran status, and is: (1) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the Servicemember unable to perform the duties of the Servicemember’s office, grade, rank or rating; (2) a physical or mental condition for which the covered veteran has received a VA Service Related Disability Rating (VASRD) of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for caregiver leave; (3) a physical or mental condition that substantially impairs the veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service or would be so absent treatment; or (4) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

“Qualifying exigencies” include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, parental care, and post-deployment debriefings.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a “Covered Servicemember,” which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy or, in the case of a veteran, who was a member of the Armed Forces, National Guard or Reserves, who was discharged or released under conditions other than dishonorable at any time within five years prior to the treatment which an eligible employee requests; is otherwise in outpatient status; or is otherwise on the temporary disability retired list,

(3) for a serious injury or illness that may render current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for Servicemembers on the *permanent* disability retired list. Serious injury or illness specifically includes, but is not limited to, aggravation of a preexisting condition while in the line of duty.

To be eligible for Military Caregiver Leave, you must be a spouse, son, daughter, parent, or next of kin of the Covered Servicemember. "Next of kin" means the nearest blood relative of the Servicemember, other than the Servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the Servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the Servicemember has specifically designated in writing another blood relative as their nearest blood relative for purposes of Military Caregiver Leave. You must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to twenty-six (26) workweeks of Military Caregiver Leave to care for a Covered Servicemember in a "single twelve (12) month period." The "single twelve (12) month period" begins on the first day leave is taken to care for a Covered Servicemember and ends twelve (12) months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If you do not exhaust your twenty-six (26) workweeks of Military Caregiver Leave during this "single twelve (12) month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each Servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every Covered Servicemember, and/or for each and every serious injury or illness of the same Covered Servicemember. A total of no more than twenty-six (26) workweeks of Military Caregiver Leave, however, may be taken within any single twelve (12) month period.

Within the "single twelve (12) month period" described above, an eligible employee may take a combined total of twenty-six (26) weeks of FMLA leave including up to twelve (12) weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single twelve (12) month period," an eligible employee may take up to sixteen (16) weeks of FMLA leave to care for a Covered Servicemember when combined with up to ten (10) weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or Covered Servicemember and completed by an authorized health care provider within fifteen (15) days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid “Qualifying Exigency Leave” to tend to certain “exigencies” arising out of the duty under a call or order to active duty of a “covered military member” (*i.e.*, the employee’s spouse, son, daughter, or parent). Up to twelve (12) weeks of Qualifying Exigency Leave is available in any twelve (12) month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of twenty-six (26) weeks of leave in a “single twelve (12) month period”). The maximum amount of “Qualifying Exigency Leave” an employee may utilize to bond with a military member on short-term, temporary rest and recuperation during deployment is fifteen (15) days.

Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed twelve (12) weeks in any twelve (12) month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a *federal* call to active duty, and *state* calls to active duty are not covered unless under the order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

- Short-notice deployment. To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
- Military events and related activities. To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the covered military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.

- Temporary rest and recuperation. To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation. If your spouse or registered domestic partner is a member of the military, you may be entitled to an additional ten (10) days of unpaid leave. Please refer to the Military Leave of Absence above for more details.
- 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 up to ninety (90) days following termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.
- Mutually agreed leave. Other events that arise from the close family member's call or order to active duty, provided that the Company and the employee agree that such leave qualifies as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within fifteen (15) days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

California Family Rights Act

The California Family Rights Act ("CFRA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an eligible employee may use is twelve (12) weeks within a twelve (12) month period.

In most circumstances, the Company anticipates that CFRA leave will run concurrently with leave under the federal Family and Medical Leave Act ("FMLA"). In such case(s), the aggregate amount of CFRA leave and/or FMLA leave shall not exceed twelve (12) workweeks in a twelve (12) month period. However, under the following circumstances, CFRA leave will not run concurrently with FMLA leave:

- CFRA leave for birth of an employee's registered domestic partner's child, including time for bonding with the child.
- CFRA leave for placement of a child for adoption or foster care with an employee's registered domestic partner.

- CFRA leave to care for an employee's registered domestic partner, registered domestic partner's child, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- FMLA leave taken for disability on account of pregnancy, childbirth, or related medical conditions. (See Family and Medical Leave Act Policy for more information).
- Additional FMLA leave to care for a Covered Servicemember with a serious injury or illness if the employee is the spouse, son, daughter, parent, or next of kin of the Covered Servicemember (See Family and Medical Leave Act Policy for more information).

Employee Eligibility

To be eligible for CFRA leave, you must:

- Have worked at least twelve (12) months for the Company; and
- Have worked at least 1,250 hours for the Company over the twelve (12) months preceding the date your leave would begin.

Reasons for Taking Leave

CFRA leave may be taken for the following reasons:

- Birth of an employee's child, including time for bonding with the child after birth. Such time is available to employees regardless of sex or gender.
- Placement of a child with an employee or an employee's registered domestic partner in connection with the adoption or foster care of the child by the employee. Such time is available to employees regardless of sex or gender.
- To care for an employee's spouse, registered domestic partner, child, parent, parent-in-law, grandparent, grandchild, sibling, or a designated person who has a serious health condition.
- Because of an employee's own serious health condition that makes the employee unable to perform the functions of the employee's position, except for leave taken for disability on account of pregnancy, childbirth, or related medical conditions (see Pregnancy Disability Leave of Absence Policy).
- For certain qualifying exigencies (as defined below) related to the covered active duty or call to covered active duty of an employee's spouse, domestic partner, child, or parent in the Armed Forces of the United States.

Definitions

A “Serious Health Condition” is an illness, injury, impairment, or physical or mental condition that involves either (i) inpatient care in a hospital, hospice, or residential care facility, or (ii) continuing treatment or supervision by a health care provider.

A “child” means a biological, adopted, or foster child, a stepchild, a legal ward, a child of a domestic partner, or a person to whom the employee stands in loco parentis, regardless of age.

A “parent” means a biological, foster, or adoptive parent, a parent-in-law, a stepparent, a legal guardian, or other person who stood in loco parentis to the employee when the employee was a child.

A “parent-in-law” means the parent of a spouse or registered domestic partner.

A “sibling” means a person related to another person by blood, adoption, or affinity through a common legal or biological parent.

A “designated person” means any individual related by blood or whose association with the employee is the equivalent of a family relationship. Employees will be limited to identifying one (1) designated person per twelve (12)-month period.

A “qualifying exigency” related to the covered active duty or call to covered active duty of an employee’s spouse, domestic partner, child, or parent (“military member”) means any of the exigencies described in California Unemployment Insurance Code section 3302.2, a copy of which you may obtain from the Human Resources Manager. These exigencies include:

- Childcare and school activities. To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.
- Financial and legal arrangements. To make or update various financial or legal arrangements; or to act as the military member’s representative before a federal, state, or local agency in connection with service benefits.
- Counseling. To attend counseling (by someone other than a health care provider) for the employee, the military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.
- Temporary rest and recuperation. To spend time with a military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to fifteen (15) days of leave for each instance of rest and recuperation.
- 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 up to ninety (90) days following termination of the military member’s active duty status.

Identifying the 12-Month Period

The Company measures the twelve (12) month period in which leave is taken by the “rolling” twelve (12) month method, measured backward from the date of any CFRA leave. CFRA leave for the birth or placement of a child for adoption or foster care must be concluded within twelve (12) months of such birth or placement.

Using Leave

Eligible employees may take CFRA leave in a single block of time, intermittently (in separate blocks of time), or by reducing their normal work schedule (including the elimination of required overtime) when medically necessary for the serious health condition of the employee or to care for a covered family member. Eligible employees may also take intermittent or reduced-schedule leave for military qualifying exigencies. Employees who require intermittent or reduced-schedule leave for planned medical treatment must make a reasonable effort to schedule their leave so that it will not unreasonably disrupt the Company’s operations. For the birth of or care for a newly-born child, or for the adoption or foster-care placement of a child, intermittent leave must be taken in increments of at least two (2) weeks, with shorter increments allowed on any two (2) occasions. For all other kinds of CFRA leave, intermittent leave may be taken in increments of at least one (1) hour.

Use of Paid Leave

Depending on the reason for your leave, the Company may require you to use accrued paid leave (such as sick leave, vacation, or PTO), concurrently with some or all of your CFRA leave. If the Company does not require you to do so, you may elect to substitute paid leave for CFRA leave, so long as you comply with the Company’s normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.). Additionally, depending on the reason for your leave, an eligible employee may choose to take leave pursuant to a short- or long-term disability leave plan, during the otherwise unpaid portion of their CFRA leave. This paid disability leave runs concurrently with CFRA leave and may continue longer than the CFRA leave, if permitted by the disability leave plan.

Maintenance of Health Benefits

The Company will maintain coverage under the Company’s group health plan during your CFRA leave, on the same terms and conditions as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the Company may recover premiums it paid to maintain health coverage or other benefits for you or your family during your leave. Use of CFRA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave. Consult the applicable plan document for all information regarding eligibility, coverage and benefits.

Notice and Medical Certification

In order to qualify for CFRA leave, you must provide:

- Reasonable advance notice (at least thirty (30) days) if the need for leave is foreseeable, or notice as soon as practicable in the case of unforeseeable leave, in compliance with the Company's standard call-in procedures, absent unusual circumstances.
- Medical certification supporting the need for leave due to a serious health condition affecting you or a covered family member, within fifteen (15) calendar days of the Company's request (additional time may be permitted under certain circumstances). If you fail to do so, the Company may delay the start of your leave, retract any designation of CFRA leave, or deny leave, in which case your leave of absence would be treated in accordance with our other leave of absence and attendance policies. Second or third medical opinions and periodic re-certifications may also be required.
- Appropriate documentation, within fifteen (15) days of the Company's request (additional time may be permitted under certain circumstances), supporting the need for leave due to a qualifying military exigency. Such documentation may be in the form of a copy of the military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed, and the employee's relationship to the military member.
- Periodic reports as required by the Company during the leave regarding your status and intent to return to work.
- Medical certification from your medical provider of your fitness to return to work, if the leave was due to your own serious health condition, as permitted by law.

Failure to comply with the above requirements may result in delay, denial of leave, or disciplinary action.

Employer Responsibilities

The Company will inform you whether you are eligible for leave under CFRA. Should you be eligible for CFRA leave, the Company will provide a notice that specifies any additional information required as well as your rights and responsibilities. The Company will also inform you if leave will be designated under CFRA and, to the extent possible, note the amount of leave counted against your leave entitlement. If you are not eligible for CFRA leave, the Company will provide a reason for the ineligibility.

Job Restoration

Except as otherwise provided by applicable law, upon returning from CFRA leave, you will be restored to the same or a comparable position as the position held prior to the leave.

Failure to Return after CFRA Leave

If you fail to return to work as scheduled or fail to contact the Company after your CFRA leave expires, you will be subject to the Company's standard leave of absence, attendance, and other policies. Likewise, following the conclusion of your CFRA leave, the Company's obligation to maintain your group health plan benefits may end (subject to any applicable COBRA rights). If you are unable to return to work after CFRA leave, you must notify the Human Resources Manager. If the Company becomes aware of the need for additional leave, the Company will engage in an interactive process to determine whether the condition is a disability for which additional unpaid leave may be provided as a reasonable accommodation.

Other Employment

While on a leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company if medically able to do so, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave. This policy remains in force during all leaves of absence including CFRA leave and violation may result in disciplinary action, up to and including immediate termination of employment.

Fraud

Providing false or misleading information or omitting material information in connection with a request for CFRA leave may result in disciplinary action, up to and including immediate termination.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Bereavement Leave

Eligible employees may receive up to five (5) days of unpaid bereavement leave in the event they miss regularly scheduled work days due to the death or funeral of a member of the employee's family. A family member includes your spouse, registered domestic partner, child parent, parent-in-law, sibling, grandparent, or grandchild as defined under the California Family Rights Act (CFRA).

To be eligible, employees must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave.

Employees who are notified of the death of a family member while at work will be paid for the remainder of the scheduled hours that day. Eligible employees may take bereavement leave

in a single block of time or intermittently within three (3) months of the employee's family member's death. All time off in connection with the death of a family member, as defined above, should be scheduled with your supervisor.

The Company will make reasonable efforts to safeguard the employee's privacy with respect to a request for bereavement leave. Employees are encouraged to request leave under this policy without fear of retaliation.

The Company reserves the right to request supporting documentation of the need for bereavement leave within thirty (30) days of the employee's first day of leave. This documentation can include a death certificate, a published obituary, or a written verification of death, burial, or memorial services from a mortuary, funeral home, burial society, crematorium, religious institution, or government agency.

You may choose to use any accrued paid leave benefits, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Reproductive Loss Leave

Eligible employees, regardless of sex or gender, may receive up to five (5) days of unpaid reproductive loss leave following a reproductive loss event. A reproductive loss event means the day, or for a multiple-day event, the final day of a failed adoption, failed surrogacy, miscarriage, stillbirth, or unsuccessful assisted reproduction. Eligible employees who experience more than one reproductive loss event will be limited to twenty (20) unpaid days off within a rolling 12-month period.

Employee Eligibility

To be eligible, employees must have been employed with the Company for at least thirty (30) days immediately preceding the commencement of leave.

Definitions

"Failed adoption" means the dissolution or breach of an adoption agreement with the birth mother or legal guardian, or an adoption that is not finalized because it is contested by another party. This event applies to a person who would have been a parent of the adoptee if the adoption had been completed.

"Miscarriage" means a miscarriage by a person, by the person's current spouse or domestic partner, or by another individual if the person would have been a parent of a child born as a result of the pregnancy.

"Stillbirth" means a stillbirth resulting from a person's pregnancy, the pregnancy of a person's current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy that ended in stillbirth.

“Unsuccessful assisted reproduction” means an unsuccessful round of intrauterine insemination or of an assisted reproductive technology procedure. This event applies to a person, the person’s current spouse or domestic partner, or another individual, if the person would have been a parent of a child born as a result of the pregnancy.

“Assisted reproduction” means a method of achieving a pregnancy through an artificial insemination or an embryo transfer and includes gamete and embryo donation.

“Assisted reproduction” does not include any pregnancy achieved through sexual intercourse.

Using Leave

Employees who experience a reproductive loss event while at work will be paid for the remainder of the scheduled hours that day. Eligible employees may take leave in a single block of time or intermittently within three (3) months of the reproductive loss event. However, if, prior to or immediately following a reproductive loss event, an employee is on or chooses to go on pregnancy disability leave, leave under the California Family Rights Act, or any other leave entitlement under state or federal law, the employee may complete their reproductive loss leave within three (3) months of the end date of the other leave.

All time off in connection with a reproductive loss event, as defined above, should be scheduled with your supervisor. The Company will make reasonable efforts to safeguard the employee’s privacy with respect to a request for reproductive loss leave. Employees are encouraged to request leave under this policy without fear of retaliation.

Use of Paid Leave

You may choose to use any available accrued paid benefits, if available, for an absence described above.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Personal Leave of Absence

In the sole discretion of management, an unpaid personal leaves of absence may be granted in an instance where unusual or unavoidable circumstances require prolonged absence from work, for up to a maximum of thirty (30) days. An extension beyond thirty (30) days will be considered on an individual basis.

Requests for a personal leave of absence must be made in writing at least two (2) weeks in advance and must fully explain the conditions that necessitate the leave. Each request will be considered on its own merit and with regard to the Company’s business needs. An unpaid personal leave of absence cannot be used in conjunction with any other leave, unless otherwise required by applicable law. Where permitted by law, employees must exhaust any paid leave available before they are eligible to request unpaid leave under this policy.

While on a personal leave of absence, employees are prohibited from holding other employment, including self-employment, not held immediately prior to the start of the leave. In other words, an employee who has another job in addition to the employee's job with the Company may continue working that job while on leave from the Company, but such an employee may not seek and hold other employment to replace the employee's employment with the Company while on leave.

The granting of a personal leave of absence does not guarantee that there will be a position available upon your return from the leave. The Company endeavors, however, to place employees returning from leave in their former position, or in a position comparable in status and pay. If you refuse the offer of an alternate position, you will be considered to have resigned as the date of refusal.

Subject to the terms of the applicable plan documents, during the leave you may continue your medical, dental, and life insurance, if prior to commencement of the leave, arrangements are made for payment of the total premium during the leave.

Failure to report to work as scheduled following a personal leave of absence may result in disciplinary action, up to and including termination. Employees do not accrue paid leave benefits while on a personal leave of absence.

You should speak directly with the Human Resources Manager prior to taking a leave to ensure your understanding of all of your obligations to the Company while on leave, such as your periodic reporting and re-verification obligations. Failure to comply with Company policy may substantially affect your ability to return to work under this policy.

Employees who use leave for unauthorized purposes will be subject to disciplinary action, up to and including termination.

Exempt employees may be provided time off with pay for any of the above leaves when necessary to comply with state and federal wage and hour laws.

What We Expect of You

This section discusses your responsibilities to BGCHV as an employee. Please thoroughly familiarize yourself with these policies and apply them in your work. The result of your effort will be a more efficient, productive and pleasant atmosphere for you, your co-workers and our Clients.

Violation of any of the basic rules below, the policies in this handbook, or any other policy of the Company or misconduct on your part may lead to disciplinary action, up to and including termination. This list is not all inclusive and there may be other circumstances for which employees may be disciplined, up to and including termination. If you have any questions about what we expect of you as one of our employees, please discuss them with your supervisor.

These rules do not alter the at-will nature of your employment. These policies will not be interpreted or applied so as to interfere with employees' rights under the National Labor Relations Act to discuss or share information related to their wages, hours, or other terms and conditions of employment.

Employee Conduct

Absenteeism and Tardiness

Each of our employees plays an important role in getting the day's work done. Therefore, each employee is expected to be at work ready to perform their job duties on time each day. Absenteeism or tardiness is disruptive of our operations and creates a burden for co-workers. Absenteeism or tardiness can result in disciplinary action, up to and including termination.

If you are going to be late or absent from work for any reason, you must personally notify your supervisor as far in advance as possible so that proper arrangements can be made to handle your work during your absence. Leaving a message, voice mail, or sending a text message does not qualify as personally contacting your supervisor. Of course, some situations may arise in which prior notice cannot be given. In those circumstances, you are expected to notify your supervisor as soon as possible or practicable by phone.

If you are required to leave work early, you must also personally contact your supervisor and obtain permission. Leaving work early without authorization is strictly prohibited.

When an unexcused absence is due to illness or a doctor's visit, the Company may require supporting medical documentation in accordance with federal, state, and local law.

Although an employee may be terminated at any time for failing to report to work without contacting the Company, if an employee fails to report for work or call in for more than three (3) consecutive calendar days ("no call, no show"), they may be considered to have abandoned their job and may be terminated.

Alcohol and Drug Policy

Employees who are required to be tested for controlled substances as required by the Department of Transportation (DOT), Federal Highway Administration (FHWA), and Controlled Substance and Alcohol Use and Testing Rule, Code of Federal Regulations (CPR), Title 49 Part 382 should also refer to their standalone Controlled Substances and Alcohol Policy in addition to this Alcohol and Drug Policy. Should you have any questions about this Alcohol and Drug Policy, the Controlled Substances and Alcohol Policy, and/or each of those policies' applicability to your employment, please contact the Human Resources Manager.

The Company is committed to maintaining a safe workplace and that complies with all applicable laws. All employees are prohibited from manufacturing, cultivating, distributing, dispensing, possessing or using illegal drugs, including cannabis or THC-containing products (regardless of prescription) or other unauthorized, mind-altering, or intoxicating substances while on Company property (including parking areas and grounds), or while otherwise performing their work duties away from the Company's premises. Included within this prohibition are lawful controlled substances, which have been illegally or improperly obtained. This policy does not prohibit the possession and proper use of lawfully prescribed drugs taken in accordance with a prescription other than cannabis or THC-containing products. This policy does not apply to the authorized dispensation, distribution or possession of legal drugs where such activity is a necessary part of an employee's assigned duties.

While working or on the Company's premises, employees are also prohibited from (a) having any such illegal drugs or unauthorized, mind-altering, or intoxicating substances in their system, (b) having excessive amounts of otherwise lawful controlled substances in their systems, or (c) being impaired by cannabis or THC-containing products. Nothing in this policy prohibits the lawful use of cannabis or THC-containing products when an employee is not working and not on Company property so long as an employee is not impaired by psychoactive THC when reporting to work.

All employees are prohibited from distributing, dispensing, possessing or using alcohol while at work or on duty. Furthermore, off-duty alcohol use, while generally not prohibited by this policy, must not interfere with your ability to perform the essential functions of your job.

Prescription Drugs

the proper use of medication prescribed by your physician is permitted. however, we do prohibit the misuse of prescribed medication and the use of medically prescribed cannabis products or THIC-containing products when working. An employee's drug use may affect their job performance, such as by causing dizziness or drowsiness. You are required to disclose any medication that may cause a risk of harm to yourself or to others in performing your job duties. It is your responsibility to determine from your physician whether a prescribed drug may impair your job performance. Employees are strictly prohibited from taking another individual's prescription medication.

Notification of Impairment

Each employee who observes or has knowledge of another employee in a condition which impairs the employee in the performance of their job duties, or who presents a hazard to the safety

and welfare of others, or is otherwise in violation of this policy, must promptly report that fact to their supervisor or another member of management.

Who is Tested

You may be required to submit to drug or alcohol screening whenever the Company has a reasonable suspicion that you have violated any of the rules set forth in this policy. Reasonable suspicion may arise from, among other factors, supervisory observation, co-worker reports or complaints, performance decline, attendance or behavioral changes, results of searches or other detection methods, or involvement in a work related injury or accident that may have been caused by drug or alcohol impairment. Injury or accident-based testing does not apply where the incident or accident is unlikely to have occurred as a result of drug or alcohol use, or where the cause of the incident or injury is known or clear (e.g., back sprains from lifting a heavy object, bug bites that require treatment, etc.).

Additionally, employees in safety sensitive positions may be tested on a random or periodic basis to the extent permitted by applicable state and federal laws.

Enforcement Policy

In order to enforce this policy and procedures, BGCHV may investigate potential violations and require employees to undergo drug or alcohol screening, including urinalysis, blood tests, saliva tests, or other appropriate tests and, where appropriate, searches of all areas of the Company's physical premises, including, but not limited to work areas, personal articles, employees' clothes, desks, workstations, lockers, and personal and Company vehicles.

Discipline

Violation of this policy or any of its provisions may result in disciplinary action, up to and including termination of employment. Violations include but are not limited to the following:

- Refusing to cooperate with searches or investigations
- Failing to execute testing consent forms when required by the Company
- Refusing to submit to testing or not showing up for a scheduled test
- Tampering with any testing sample
- Testing positive for illegal drugs or unauthorized, mind-altering, or intoxicating substances
- Testing positive for excessive amounts of otherwise lawful controlled substances
- Testing positive for psychoactive THC and the Company believes you are impaired

Damage to Property

Deliberate or careless damage to a co-worker's, vendor's, or client's property or the property of the Company will not be tolerated. If appropriate, damage to property will be reported to law enforcement and may be recuperated from the responsible employee's pay to the extent applicable by law.

Ethical Business Practices

We expect the highest standard of ethical conduct and fair dealing from each employee and member of management. The Company's reputation is a valuable asset, and we must continually earn the trust, confidence and respect of our customers, business associates, and community. You should always be guided by basic honesty and good judgment and be sensitive to others' perceptions and interpretations. If you have any questions about this policy, consult your supervisor or the Human Resources Manager.

Fraud, Dishonesty And False Statements

Employees and applicants are prohibited from providing false, dishonest or misleading information on any application, medical history record, leave request, time entry, investigative questionnaire, workplace injury report or any other Company document. Employees are likewise prohibited from making any materially dishonest or false statement to another employee, or to a vendor, client, or other third-party in the course of performing the employee's job duties.

Under the law, an employee may be held personally liable for making misrepresentations to clients. It is also against the law and against Company policy for an employee to provide, or assist a client in providing, false or misleading information on a credit application or regarding credit status to any financial institution. Any employee found to have made false, dishonest or misleading statements or omissions as detailed above will be subject to immediate termination of employment. If you observe any such violations, please report them to the Chief Executive Officer immediately.

Gambling

Gambling is prohibited on Company property, or through the use of the Company's property, such as computers and telephone equipment.

Gifts and Gratuities

Employees may not request or accept any gift or gratuity of any kind from a customer or supplier without the express written authorization of the Chief Executive Officer.

Illegal Activity

Employees are not permitted to engage in any kind of illegal activity while on duty or on BGCHV's property, or while off the job which reflects detrimentally on the Company's reputation.

Misuse Of Property

Employees are prohibited from misusing, or using without authorization, equipment, vehicles or other property of the Company, clients, vendors, or other employees of the Company. Any non-business use of the Company's office equipment must be approved by management.

Non-Fraternization With Members

During working hours, employees are expected to maintain a healthy and positive relationship with BGCHV members. Outside of this limited context, however, all employees are prohibited from fraternizing with BGCHV members. For example, unless it is being done for company business and with the permission of the Chief Executive Officer, all employees are prohibited from communicating with BGCHV members via telephone, cell phone, text message, instant message, email or other means of electronic communications such as social networking sites, or otherwise carrying on a relationship of any kind with current or former BGCHV members.

If a violation of this policy is found, the Company may take whatever action appears appropriate according to the circumstances, up to and including transfer or termination. Failure to disclose facts may lead to disciplinary action, up to and including termination.

Off-Duty Use of Facilities

Employees are prohibited from being on Company premises or making use of Company facilities while not on duty or otherwise engaging in work-related activities. Employees are prohibited from using Company facilities, Company property or Company equipment for personal use.

Off-Duty Social and Recreational Activities

During the year, the Company may sponsor social or recreational activities for its employees. Your attendance at these events is completely voluntary and not required as a condition of employment and the time spent will not be considered time worked. Neither the Company nor its insurer will be liable for the payment of workers' compensation benefits for any injury that arises out of an employee's voluntary participation in any off-duty recreational, social, or athletic activity that is not part of the employee's job duties.

Outside Employment

It is important that other employment, as well as outside interests, do not interfere in any way with an employee's job with BGCHV. You should be careful that extra hours of work do not affect the performance of your job duties by leaving you tired or distracted. Also, if your second job creates a potential conflict of interest, for example, working for a competitor, you are required to obtain written approval, in advance, from the Chief Operating Officer or Chief Executive Officer.

Personal Dress and Appearance

Given a variety of legitimate business reasons and circumstances like safety, protection of customer and Company property or products, and public image, We expect all employees to use good judgment in choosing dress and appearance and to present a neat and well-groomed appearance, consistent with this policy. We feel that these qualities go further than any other factor in making a favorable impression on the public and your fellow workers. In addition, professional appearance must supersede current fashions and, therefore, basic guidelines for attire have been established.

Employees should dress and present themselves in a business-like manner that reflects professional standards. Flashy, ill-fitting, revealing, offensive and other non-business-like and distracting clothing are unacceptable. Company uniforms are machine washable and may be tumble-dried with other machine washable clothing. Employees who are provided with Company uniforms should keep them in a neat and clean condition, and must be worn visibly at all times when on duty.

In addition to these general standards, the following non-exclusive guidelines apply:

- Shorts and pants are considered appropriate attire provided they are professional in appearance. Unhemmed cut-offs, sweatpants, “baggy”, revealing and any other fashion-specific attire is not deemed acceptable.
- Clothing must be free of holes.
- Hats, unless gang-related, may be worn outside the building, however, bandanas, and knitted ski caps are not considered appropriate. Hats may not be worn inside the building.
- Shoes must be appropriate to the work setting. Employees must wear closed-toed shoes that fully cover the top of the foot and the heel. To ensure safety, open-toed shoes are not permitted in the program areas. The Classic Clog by Crocs, shoes with holes on the top or a strap on the heel, and sandals are all examples of forms of foot coverings that are not acceptable for the work setting.
- Hair should be clean, neatly trimmed and appropriately styled for the work setting. Non-traditional hair colors and styles are not permitted. Facial hair, such as mustaches, sideburns and/or beards must be neatly trimmed at all times.
- Makeup and nail polish must be moderate.
- Tattoos must be covered at all times while on duty. Exceptions to this policy will be considered and will only be permitted with approval from the CEO.
- Jewelry that could be a potential hazard to effective work performance and safety is not permissible. Depending upon the work setting, this may include pendant adornments, necklaces, bracelets and hoop earrings. Professional appearance must supersede current fashions and, therefore, multiple piercing or “fad piercing” such as nose, tongue, lips, cartilage, etc. are not permitted.
- Strongly scented perfumes, creams, lotions, colognes and after-shaves are not to be worn.

Good personal hygiene is also important in terms of favorable, legitimate business reasons in the workplace.

The Company, in its sole discretion, will determine when an employee’s attire or appearance does not meet all requirements of the Personal Dress and Appearance Policy. Employees who report to work in unacceptable attire may be requested to leave work and return

in acceptable attire. Such time away from work will generally be without pay. Employees are expected to observe the Company's personal dress and appearance policy at all times while on duty. Violation of this policy may result in disciplinary action, up to and including termination.

The Company will not enforce this policy in violation of any federal, state, or local equal employment opportunity laws. This policy will also not be interpreted or applied so as to interfere with employees' rights under the National Labor Relations Act to discuss or share information related to their wages, hours, or other terms and conditions of employment.

The Company will provide reasonable accommodations to this policy for an employee's religious beliefs and practices, medical needs, or other protected reasons, provided the requested accommodation does not create an undue hardship for the Company and/or does not pose a direct threat to the health or safety of others in the workplace and/or to the individual. Once the Company is aware of the need for an accommodation, the Company will engage in an interactive process to identify possible accommodations. For more information, please see the Reasonable Accommodations policy.

Personal Mail

All mail which is delivered to BGCHV is presumed to be related to our business. Mail or packages sent to you at the Company may be opened by office personnel and routed to your department. Employees should have personal mail delivered to their home, not at work. Company postage meters and letterhead may not be used for personal correspondence.

Personal Telephone Calls and Visits

We ask our employees to refrain from making or receiving personal calls except in emergencies. Long distance business calls must be cleared by your Department Manager unless your job duties include the routine making of long distance calls. Employees will be held financially responsible for unauthorized calls and will be subject to disciplinary action, up to and including immediate termination.

Personal visits by friends or relatives during work hours can be disruptive to our operations and are prohibited. If you receive a non-business-related visit from a friend or relative, you must notify your Department Manager at the time of your guest's arrival and departure. Non-employees are strictly forbidden from entering unauthorized areas.

Poor Performance

Employees are expected to make every effort to learn their job and to perform at a level satisfactory to the Company at all times. This includes following through on reasonable, job-related instructions and lawful requests of your supervisor or managers. Consistent failure to do so may result in disciplinary action, up to and including termination.

Romantic or Sexual Relationships with Other Employees

The Company has adopted this policy because of the potential problems posed by romantic or sexual relationships between employees. These problems include conflicts of interest, interference with the productivity of co-workers, and potential charges of sexual harassment. Such

problems can be particularly serious in situations in which one person has a position of authority over the other, such as in a supervisor-subordinate position.

The Company imposes the following restrictions on romantic or sexual relationships between employees:

1. A supervisor or manager must not engage in a romantic or sexual relationship with a subordinate employee under any circumstances.
2. If a supervisor or manager becomes involved in a romantic or sexual relationship with a non-subordinate non-management employee, the supervisor or manager must disclose the existence of such relationship immediately to the Human Resources Manager. The Company will take all steps it deems necessary to prevent conflicts of interest and potential legal claims.
3. All employees must avoid romantic or sexual relationships with other employees that create conflicts of interest, potential charges of sexual harassment, or discord or conflicts in the workplace.
4. All employees are expected to behave in a professional manner and avoid inappropriate displays of affection, arguments over relationship issues, etc., in the workplace.

Questions and clarifications will be addressed by the Human Resources Manager.

Sleeping or Inattention

Everyone needs to be fully alert while on the job in order to protect the safety of all employees and to properly serve our clients. Therefore, we cannot tolerate sleeping or inattention on the job. Sleeping on the job may result in immediate termination.

Smoking and Tobacco

Smoking in any form and use of tobacco is not permitted within any facility building, parking lot or property owned or operated by the Company. This policy specifically extends to electronic cigarettes (“e-cigarettes”) or any other personal vaporizing devices. Smoking is also prohibited in all Company vehicles. Smoking must be confined to designated outdoor areas. Of course, smoking is prohibited in all areas where paint and flammable materials are present. Employees who smoke in non-smoking areas may be subject to disciplinary action, up to and including termination. In cases of excessive time spent smoking, supervisors may restrict or curtail smoking privileges during the work day.

Solicitation - Distribution Policy

In order to allow employees to perform their job duties and provide our clients with their undivided attention, the solicitation by an employee of another employee for the support of any organization is prohibited during the working time of either employee. In addition, the distribution of paper advertising materials, handbills or other literature is prohibited in all working areas and

sales areas at all times. Similarly, non-employees may not come on the Company's property at any time to solicit for any cause or distribute material or literature of any kind for any purpose.

Theft

Theft of money or property from the Company, your co-workers or clients is strictly prohibited. Employees found to have stolen or misappropriated money or property will be subject to immediate termination and will also be reported to law enforcement. Unless otherwise limited by law, The Company reserves the right to inspect all purses, briefcases, backpacks, packages, lockers and vehicles on the Company's property to investigate allegations of theft. Failure to cooperate in such a search will result in disciplinary action, up to and including termination.

Workplace Violence Policy

The Company has a zero-tolerance policy for violent acts or threats of violence against our employees, applicants, clients or vendors.

We do not allow fighting or violent words or conduct, regardless of where such words or actions occur.

No employee may commit or threaten to commit any violent act against a co-worker or third party.

Employees who are subjected to or threatened with violence in the workplace, or are aware of another individual who has been subjected to or threatened with violence, are to report this information to their supervisor or the Human Resources Manager or Chief Executive Officer as soon as possible.

All threats should be taken seriously. Please bring all threats to our attention so that we can deal with them appropriately.

All threats will be thoroughly investigated, and all complaints which are reported to management will be treated with as much confidentiality as possible.

Consult the Company's Workplace Violence Prevention Program for additional information.

Procedures and Guidelines

Background Screening

To ensure that employees of the Company continue to be qualified and to ensure that the Company maintains a safe and productive work environment free of any form of violence, harassment or misconduct, and to determine eligibility for promotion, re-assignment or retention, the Company reserves the right to conduct background screening on all of its employees.

The Company reserves the right to conduct motor vehicle records checks for employees whose job duties include the operation of a vehicle on a periodic basis. Additional information will be provided by the Human Resources Manager. Should you have any questions regarding the Company's background screening policy, please contact the Human Resources Manager.

Bulletin and Message Boards

The Company may maintain a bulletin board(s), message board(s), or internal webpage as a source of information for employees. Any such resource is to be used solely to post information approved by the Company regarding Company policies, governmental regulations, and other matters of concern to all employees. No information may be placed on these resources without the prior approval of the Chief Operating Officer.

Company Meetings

From time to time, individual or group meetings may be scheduled either during or outside of your normal working hours. You are required to attend all work-related Company meetings involving your department or which you have been asked to attend, unless excused by your supervisor.

Company Security Access Devices

Each BGCHV employee to whom a key, entry card, or other security access device (collectively "security access device") is given is responsible for proper use of that security access device and will be required to acknowledge receipt of it. A lost or misplaced security access device must be reported immediately to your Unit Director and the Chief Operating Officer. Never duplicate or loan a security access device to anyone for any reason. See your Unit Director if you need another security access device. All security access device s must be turned in to the Chief Operating Officer upon separation from the Company. Employees who take a leave of absence must turn in any security access device s prior to beginning their leave.

Company Vehicles & Safe Driving

Only authorized employees may operate Company vehicles. If a Company vehicle incurs any damage while under the charge of a particular employee, that employee must report the damage immediately.

You must hold a valid state driver's license for the class of vehicle you are driving and be properly insured. All persons in Company vehicles are required to use their seatbelts. Not using seatbelts in a Company vehicle may lead to disciplinary action, up to and including termination. Only persons authorized by your supervisor can be passengers in Company vehicles. Permitting unauthorized passengers may lead to disciplinary action, up to and including termination. Employees should not talk or text on hand-held devices while driving, even if the vehicle is stopped at a stop sign. Employees are expected to comply with all motor vehicle and traffic laws.

The consumption of alcoholic beverages or controlled substances is prohibited in any Company vehicle, regardless of whether the vehicle is in operation.

You must notify the Company immediately of any change in the status of your driving record. Any employee whose duties include the operation of Company or customer vehicles who is convicted of DUI/DWI or for reckless driving will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

Further, you may never use a motorcycle to conduct business or provide transportation for a customer or fellow employee. Any employee whose duties include the operation of Company vehicles who becomes uninsurable under the Company's liability policy will be considered to have an unacceptable driving record and the employee's continued employment will be subject to review.

Employees are not permitted, under any circumstances, to operate a Company **or customer** vehicle or a personal vehicle for Company business when any physical or mental impairment causes the employee to be unable to drive safely. This prohibition includes circumstances in which the employee is temporarily unable to operate a vehicle safely or legally because of impairment, illness, medication, or intoxication.

If you receive a traffic citation while operating a Company or customer vehicle, you will be responsible for paying any fine or penalty. If you are involved in a traffic accident while operating a Company or customer vehicle, you are required to call 911 and report the accident. You must also report the accident to the Chief Operating Officer and Director of Transportation immediately.

Mileage Reimbursement: Employees who must use their personal car for Company business will be reimbursed at the IRS Standard Mileage Rate. Mileage reimbursements are intended to cover expenses related to the operation of a personal vehicle, including the price of gasoline, insurance, maintenance, and ordinary wear-and-tear costs. It is the employee's obligation to timely submit for mileage reimbursement whenever a personal car is used for Company business.

Conflicts of Interest

Employees must not engage in activities that are or create a conflict of interest or the appearance of such a conflict. Our policy forbids employees from engaging in any other business which competes with the Company. Company policy also forbids an employee from holding a financial or ownership interest in an entity that does business with or is a competitor of the Company (except where such ownership consists of securities of a corporation regularly traded on the public stock market). Providing consulting services to any entity that does business with or is

a competitor of the Company, except with the knowledge and written consent of the Chief Executive, is also prohibited. If you think that there is a possibility that any business venture of yours may conflict with this policy, it is your responsibility to notify the Chief Executive Officer and obtain approval in writing.

Employee Rights in Emergencies

Employees are permitted to leave work or refuse to report to work during an “emergency condition.” An “emergency condition” is defined to mean (i) conditions of disaster or peril caused by natural forces or a criminal act, or (ii) an order to evacuate a workplace, worksite, an employee’s home, or the school of an employee’s child. Notably, an “emergency condition” does not include a health pandemic.

Employees must provide advance notice of the emergency condition requiring them to leave or refuse to report to the workplace or worksite. If advance notice is not feasible, employees must provide notice as soon as possible.

The Company will not take any adverse action against employees for refusing to report to, or leaving, a workplace or worksite within the affected area if the employee has a reasonable belief that the workplace or worksite is unsafe. Furthermore, the Company will not prevent employees from accessing their mobile device or other communications device to seek emergency assistance, assess the safety of the situation, or communicate with a person to verify their safety.

Hazardous and Toxic Materials

If your job requires that you use hazardous or toxic materials, you are expected to comply with all laws, rules and regulations concerning their safe handling and disposal. If you have any questions about the materials you work with or the proper safety or disposal procedures to follow, please discuss them with your supervisor before taking any action.

Housekeeping

Employees are responsible for maintaining their own work areas in a presentable manner. At the close of each business day, ensure that all equipment is cleaned and put away. All stationery and miscellaneous supplies should be removed from benches/furniture tops. No paperwork may be left out overnight. Employees will not litter or discard such items as cigarettes or wrappers on the premises. Remember, we want our Clients to look at us as a professional, neat organization.

Work areas must be maintained in a clean, healthy and orderly fashion to prevent unsafe conditions and potential accidents. If you observe conditions or equipment which are potentially dangerous, report them immediately to your supervisor. It is each employee’s responsibility to make sure their work area is clean and orderly and all employees are generally expected to maintain the cleanliness of common areas. Employees may not litter or discard personal items on the premises.

Hiring Procedure

The CEO will be recommended for employment by the Personnel Committee and approved and hired by the Board of Directors. The Chief Operating Officer, Director of Preschools, Finance Director, HR Manager and Development Director will be approved and hired by the CEO. Unit Directors will be recommended for employment by the Chief Operating Officer and Director of Preschools and approved and hired by the CEO. All other candidates for budgeted positions will be screened and selected by the Unit Directors and approved by the Chief Operating Officer and Director of Preschools, unless otherwise specified by the Personnel Committee. The Company does not employ anyone under the age of 18 without the specific approval of the CEO.

All employees must hold valid First Aid and CPR certifications. Failure to comply may result in disciplinary action up to and including termination. New employees may be given up to thirty (30) days after their employment date to comply with this requirement.

Any individual offered employment shall be required to submit fingerprint clearance from the Department of Justice and First Advantage prior to reporting to their first day of work. This includes a State and Nationwide criminal history records check. For individuals offered a position at one of BGCHV's licensed preschools, the fingerprinting and criminal history records check fees will only be reimbursed after a year of continuous employment. For all others, BGCHV will reimburse the basic fees associated with fingerprinting and criminal history records check, not to exceed actual costs. A receipt must be submitted to the Unit Director to more efficiently process the reimbursement.

Independent Contractors with whom the Company contracts, who will have direct, unsupervised contact with Club members, shall be required to submit fingerprints clearance from the Department of Justice and First Advantage prior to their first day of work. This check includes a State and Nationwide criminal history records check. Independent Contractors shall be solely responsible for the fees associated with fingerprinting and the criminal history records check.

Employment of, and contracts with, individuals subject to this policy shall be on a conditional basis, pending the satisfactory results of the criminal history check by the Department of Justice – Live Scan Service and First Advantage.

Loans and Pay Advances

Experience in business teaches us that loans to employees or advances in pay do little in the long run to help an employee meet his or her financial obligations. At the same time, the Company may be put in a very difficult and unpleasant position if we are required to collect a past due loan. For these reasons, it is our policy not to make loans or advances of pay to employees. Similarly, managers and employees are prohibited from extending loans to any fellow employees because of the potential for conflict that may result.

Mandatory Child Abuse Reporting

BGCHV places a primary focus on child safety and is committed to ensuring the safe futures of our Club members. As an employee of BGCHV, you are considered a “mandated reporter” for purposes of California’s Child Abuse and Neglect Reporting Act. The Child Abuse and Neglect Reporting Act requires mandated reporters to report any incidents of obvious or suspected child abuse or neglect, in relation to a child below the age of 18, noticed by them in their professional capacity or in the course of their employment. In addition to the requirements set forth in the Act, you should immediately report any instances of suspected child abuse or neglect to your supervisor.

Parking

So that we will have sufficient and convenient parking for our clients and other third parties, we require all of our employees to park their vehicles in the area designated for employee parking. Employees found parking in a restricted area will be subject to disciplinary action and being towed. If you have any questions as to where you should park your vehicle, please ask your Unit Director.

Personnel Records

Recognizing the confidential nature of the information in your personnel record, BGCHV limits access to the personnel records to you and those with proper authorization or pursuant to legal process. No documents contained in your personnel file will be released without your consent, except pursuant to legal process. Any records of medical evaluation results will be maintained in a separate file, in accordance with legal requirements, and may only be reviewed by authorized individuals.

You may review your own personnel file with the Human Resources Manager present to answer any questions. Additionally, a manager may review your personnel file if you have a current reporting relationship to that manager or have been interviewed and are being considered for a position reporting to that manager. Your personnel records also are subject to review by investigative agencies, or during periodic internal audits conducted by the Company.

Within thirty (30) days of the employee’s written request, or the written request of the employee’s designated representative, BGCHV will either make personnel records available to the employee for inspection or provide a copy of the employee’s personnel records to the employee or the employee’s designated representative. The employee is responsible for the cost of copying the records.

Safety

It is our policy to promote safety on the job. The health and well-being of our employees is foremost among our concerns. For this reason, you are urged to follow common sense safety practices and correct or report any unsafe condition to your Unit Director. Employees may also be instructed regarding the Company’s injury prevention program. Each employee is expected to assist BGCHV in maintaining safe working conditions. Safety is a state of mind and requires

constant vigilance and common sense. Safety is everyone's responsibility. Remember: SAFETY FIRST.

All accidents, including those which do not involve serious injury and those involving clients or other third parties, must be reported immediately to your Department Manager. It is only through full knowledge of every accident that BGCHV can become a safer, healthier place to work.

Consult the Company's Injury and Illness Prevention Program (IIPP) for additional information.

Searches and Inspections

In order to protect the safety and property of all of our employees, the Company reserves the right to inspect employees' lockers, desks, cabinets, briefcases, backpacks, toolboxes, purses, personal computers, personal motor vehicles and any other personal belongings brought onto Company property. Employees are expected to cooperate in any search. Failure to cooperate will result in disciplinary action up to and including termination of employment.

Seating

The Company provides suitable seating when the nature of an employee's work reasonably permits. If you feel you need seating at your workstation or feel your seating is inadequate, please inform the Human Resources Manager.

Severe Weather

In the event of severe weather, you should make every reasonable effort to report to work unless your personal safety or the safety of your family is at risk. If you are not able to report to work, you must follow the normal call-in procedures to report your absence. If you make every effort to safely report to work and notify your supervisor of your absence according to the normal call-in procedures, your absence will be excused. Failure to properly report an absence will result in an unexcused absence and may result in disciplinary action. Non-exempt employees are not paid for absences caused by severe weather but may use any available vacation time.

In the rare circumstance of extreme weather or natural disaster, the Company facilities may close. If the Company closes its facilities, we will attempt to notify impacted employees of the closure by any available means, such as email, voice mail, text message, and/or personal phone calls. If the Company closes its facilities, where possible and depending on their position, employees may be asked to work from home.

Social Security Number Privacy

To ensure to the extent practicable the confidentiality of our employees' and applicants' Social Security Numbers (SSNs) and confidential personal information, no employee may acquire, disclose, transfer, or unlawfully use the SSN or personal information of any employee except in accordance with Company policy. The release of employee SSNs, driver's license numbers, or financial account numbers to external parties is prohibited except where required by law. Internal

access to employee SSNs, driver's license numbers, or financial account numbers is restricted to employees with a legitimate business need for this information.

Employee SSNs and personal information may be collected in the ordinary course of business for the purpose of identity verification or to administer benefits and in accordance with state and federal laws. Records that include SSNs and personal information will be maintained in accordance with applicable federal and state laws.

The Company will not (i) use an employee's SSN or any derivative thereof as an employee's identification number or (ii) include an employee's SSN or any number derived thereof, on any identification card or badge, any access card or badge, or any other similar card or badge issued to such employee.

Any documents that include employee SSNs or personal information which are to be discarded must be destroyed by shredding paper documents and running a data scrubbing program before disposing of electronic storage media.

Any violation of this policy will result in disciplinary action, up to and including discharge. Where this Company policy and operating procedures may conflict with state law, the state law will supersede this policy.

This policy will not be enforced to prevent employees from discussing their wages or other terms of employment with each other or third parties.

To learn more about our privacy protections under this policy, contact the Human Resources Manager.

Unusual Incident / Accident Reporting

Within the first 24 hours of any accident or unusual incident, the employee in charge shall notify by phone, fax and/or e-mail, a description of the incident to the Chief Operating Officer, the Human Resources Manager, and the Chief Executive Officer. In all emergency situations, no statements are to be made by staff. All questions should be referred to the CEO. Unusual incidents would be any unanticipated event that would disrupt the delivery of services to members such as child abuse, neglect, earthquake, fire, missing child, injury, weapons and violent behavior.

Weapons in the Workplace

Explosives, weapons, or dangerous instrumentalities of any kind are prohibited on Company property and in Company vehicles at any time. Likewise, no employee should possess any explosive, other weapon or dangerous instrumentalities at any time while performing any work for the Company.

Although the Company retains the right to determine the scope of this paragraph on weapons and the terms contained in it, *possess* as used in this policy generally means to have on your person, in your vehicle or any vehicle assigned to you, or in other property in your presence or under your control (such as bags, packages, purses, briefcases, desks, toolboxes, lockers, etc.), while on Company property or while you are at work for the Company.

The only exception to this rule is if under state or local law, a person may keep a firearm in their personal vehicle if it is kept out of sight in a locked, enclosed compartment or area of their vehicle in the Company's parking lot.

Any violation of this policy may subject you to disciplinary action, up to and including immediate termination. Employees who have any questions regarding the application of this policy should contact the Human Resources Manager.

Technology and Information

Mobile and Electronic Devices

Excessive use of personal mobile or electronic devices (“mobile devices”) during the workday can interfere with employee productivity and be distracting to others. Employees are, therefore, prohibited from using mobile devices for personal, non-work-related purposes during working hours except in an emergency. Employees should ensure that friends and family members are aware of the Company’s policy.

Employees may not use a mobile device in a manner that violates our Policy Against Unlawful Harassment, Discrimination, and Retaliation, Equal Employment Opportunity Policy, or any other Company policies. The Company will not be liable for the loss of personal mobile devices brought into the workplace.

Personal Use of Company-Provided Mobile Devices

The Company may issue a Company-owned mobile device to an employee for work-related communications. These devices should be used in accordance with this policy. Employees will be held responsible for any charges incurred for an employee’s personal or unauthorized use of any Company-provided mobile devices.

Recording Devices

Employees are prohibited from taking photographs or making audio or video recordings of our customers at any time. Employees are also prohibited from taking photographs or copying for their own use confidential business documents not related to employee wages or working conditions at any time.

Safety Issues for Mobile Devices

Employees are required to refrain from using mobile devices while driving in connection with their job duties, except as set forth below. Safety must come before all other concerns. You are not permitted to use any mobile device to write, send, or read any text-based message while driving, except through the use of hands-free voice command. Under no circumstances are employees allowed to place themselves or anyone else at risk to communicate via mobile devices.

Employees who are charged with traffic violations resulting from the use of mobile devices while driving will be solely responsible for all fines, penalties and liabilities that result from such actions. Employees who violate this policy will be subject to disciplinary action, up to and including termination.

Reimbursement

Unless authorized by the Company, using a personal mobile device for work is not a necessary part of the job and is strictly prohibited. The Company provides mobile devices for employees who are required to use mobile devices for business. If you feel that your job duties require use of a mobile device, please seek authorization from a supervisor prior to using your

personal mobile device for work. To the extent possible, employees should conduct Company business by using Company-provided phones rather than by their personal mobile devices.

The Company reimburses employees for all business expenses reasonably incurred in performing their duties, including but not limited to employees' mandatory use of their personal mobile device. If your job requires you to use your personal mobile device, such usage will generally be reimbursed at a reasonable rate. If you believe that the business that is being conducted via your mobile device results in an expense to you that is greater than what the Company is offering, please contact the Chief Executive Officer immediately so that it can be addressed without delay.

Reimbursement for any expense will only be made upon the employee's timely submission of a request for reimbursement along with sufficient documentation, such as receipts. It is the employee's responsibility to seek reimbursement for business expenses, as the Company can only reimburse expenses for which it receives a request and sufficient documentation.

Information Technology

The following policy governs the use of all Company-owned computers, databases, and personal computers used for Company business, email and voice mail systems, mobile devices, virtual platforms, and Internet access via Company computers and/or data lines, hereinafter referred to in this policy as "Company IT." Personal computers used for Company business include mobile devices, laptops, tablets, or home computers that are connected with the Company's network on a regular or intermittent basis.

BGCHV invests in information technology to facilitate the business of the Company. These tools are intended to assist employees with the execution of their job duties and must not be abused. Employees should not use or access Company IT in any manner that is contrary to this policy.

Company Property

All Company IT is the Company's property. All information that is temporarily or permanently stored, transmitted or received with the aid of Company IT remains the sole and exclusive property of the Company.

In addition, all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on Company IT, and all data temporarily or permanently received, collected, downloaded, uploaded, copied, and/or created on non-Company computers used for Company business that relates in any manner to the Company's business is subject to monitoring by the Company, is the exclusive property of the Company and may not be copied or transmitted to any outside party or used in any manner that violates this policy.

All software that has been installed on Company IT may not be used in any manner that violates this policy.

Upon termination of employment, employees are prohibited from removing any software, documents, or data from Company IT and must completely remove all data collected, downloaded, and/or created on non-Company computers used for Company business that relate in any manner

to the Company's business. Upon request of the Company, a terminating employee will provide proof that such data has been removed from all personal computers used for Company business.

Prohibited Use Under Any Circumstances

It is not possible to identify every type of inappropriate or impermissible use of Company IT. The following conduct, however, is strictly prohibited under any circumstances and at any time:

- Employees may not transmit, retrieve, download, or store inappropriate messages or images relating to sex, race, religion, ethnicity or any other protected category as defined in the Equal Employment Opportunity Policy, or any other status protected under federal, state, and local laws.
- Employees may not use Company IT in any way that violates the Company's policy against unlawful harassment, including sexual harassment. By way of example, employees may not transmit messages that would constitute sexual harassment; may not use sexually suggestive or explicit screen savers or backgrounds; may not access, browse, receive, transmit, or print pornographic, obscene or sexually offensive material or information; and may not access, browse, transmit, retrieve, download, store, or print messages or images that are offensive, derogatory, defamatory, off-color, sexual in content, or otherwise inappropriate in a business environment. Employees are also prohibited from communicating threatening or harassing statements to another employee, or to a vendor, customer, or other outside party.
- Employees may not use Company IT in any manner that violates the Company's Employee Conduct policies.
- Employees may not use Company IT in any manner that violates the Protection of the Company's Trade Secrets and Confidential Information policy.
- Employees may not use or allow another individual to use Company IT for any purpose that is competitive with the Company. All such access and use are unauthorized.
- Employees must honor and comply with all laws applicable to trademarks, copyrights, patents and licenses to software and other electronically available information. Employees may not send, receive, download, upload, or copy software or other copyrighted or otherwise legally protected information through Company IT, email, or the Internet without prior authorization.
- Employees may not engage in gambling of any kind, stream movies or videos, watch television programs, or play electronic games utilizing Company IT.
- Employees may not engage in day trading, or otherwise purchase or sell stocks, bonds or other securities or transmit, retrieve, download, or store messages or images related to the purchase or sale of stocks, bonds, or other securities through Company IT.

Prohibited Use During Working Time

The following conduct is prohibited during an employee's working time, which excludes time spent on an employee's meal or rest break, or before or after an employee's shift:

- Employees may not solicit personal business opportunities or conduct personal advertising through Company IT.
- Employees may not download, transmit, stream, or retrieve messages, data, or information from multi-network gateways, real-time data, and conversation programs including, but not limited to, messaging services, social media, or similar platforms, unless such activity is necessary for business purposes.

Unsolicited Email

Abuse of email, as well as the receipt and transmission of unsolicited commercial email places an incredible drain on the Company's servers and network, and imposes significant monetary costs to filter and remove unsolicited emails from our system. You may not use Company IT to transmit unsolicited commercial email:

- Promoting the Company's business, goods, products, and services without prior authorization.
- Promoting your own personal business, goods, products, and services.
- To the Company's customers who have elected to "opt-out" of receiving the Company's electronic advertisements.
- That contains or is accompanied by maliciously false information.

In addition, to help the Company eliminate the receipt of unsolicited commercial email from outside parties advertising various websites, products, or services and to further prevent the receipt of offensive or undesired outside email, you should delete unfamiliar or suspicious email from outside the Company without opening it.

Monitoring

Employees should expect that all information created, transmitted, downloaded, received, or stored in Company IT may be accessed by BGCHV at any time without prior notice. Employees should have no expectation of privacy or confidentiality in such data, messages, or information (whether or not password-protected), or that deleted messages are necessarily removed from the system.

Employees must provide all passwords and access codes for Company computers or personal computers used for Company business to the Chief Executive Officer. Changing passwords or creating new passwords without notifying the Chief Executive Officer is strictly prohibited.

The Company's monitoring policy may include, but is not limited to, inspection of internet activity, e-mails sent or received, internal drives, external memory devices, and mobile devices; review of content passing through the Company's network, data lines, and other systems; and use of screen monitoring software.

System Integrity

Because outside storage devices may compromise Company IT, employees are not permitted to use personal storage devices or copies of software or data in any form on any Company computer without first: (1) obtaining specific authorization from the Chief Executive Officer, and (2) scanning the data for viruses or malware. Any employee who introduces a virus or malware into the Company's system via use of personal software or data will be deemed guilty of gross negligence and/or willful misconduct and may be held responsible for the consequences, including cost of repair and lost productivity.

Similarly, information is not to be downloaded directly from the Internet onto Company IT.

Enforcement

Violations of this policy may result in disciplinary action, up to and including termination. Employees who damage Company IT through unauthorized use may additionally be liable for the costs resulting from such damage. Employees who unlawfully misappropriate copyrighted or confidential and proprietary information, or who unlawfully distribute harassing messages or information, or who unlawfully access the computer systems and information it stores may additionally be subject to criminal prosecution and/or substantial civil money damages.

Protection of the Company's Trade Secrets and Confidential Information

In the course of your employment with the Company, you may be exposed to and/or provided with trade secrets ("Trade Secrets") and other confidential and proprietary information ("Confidential Information") of the Company relating to the operation of the Company's business and its clients (collectively referred to as "Trade Secrets/Confidential Information").

"Trade Secrets" mean information, including a formula, pattern, compilation, program, device, method, technique or process, that: (1) derives independent economic value, actual or potential, from not being generally known to the public or to other persons or entities who can obtain economic value from its disclosure or use; and (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The Company's Trade Secrets are (1) not generally known to the public or to the Company's competitors; (2) were developed or compiled at significant expense by the Company over an extended period of time; and (3) are the subject of the Company's reasonable efforts to maintain their secrecy.

"Confidential Information" means information belonging to the Company, whether reduced to writing or in a form from which such information can be obtained, translated or derived into reasonably usable form, that has been provided to employees during their employment with the Company and/or employees have gained access to while employed by the Company and/or were developed by employees in the course of their employment with the Company, that is

proprietary and confidential in nature. **Confidential information *does not* include your wages, hours and other terms and conditions of employment.**

As part of the consideration you provide to the Company in exchange for your employment and continued employment with the Company, you agree and acknowledge that all Trade Secrets/Confidential Information developed, created or maintained by you remains at all times the sole property of the Company, and that if the Company's Trade Secrets/Confidential Information were disclosed to a competing business or otherwise used in an unauthorized manner, such disclosure or use would cause immediate and irreparable harm to the Company and would give a competing business an unfair business advantage against the Company.

Employees are strictly prohibited, at all times during their employment with BGCHV, except with prior written approval of the Company's CEO, from forwarding from their BGCHV email account to personal email account(s) any emails or documents containing any Trade Secrets/Confidential Information, as well as from copying, transferring or uploading to employee's personal cloud-based or online storage accounts (such as a personal Dropbox or Google Drive account) any documents containing any Trade Secrets/Confidential Information. Employees are also strictly prohibited, at all times during their employment with BGCHV, except with the express or implicit authorization of the Company, and then only for the sole benefit of the Company during the term of employment, from removing from the premises of the Company any physical item or document, or any written, electronic or recorded copy of any physical item or document, containing or embodying any Trade Secrets/Confidential Information, including without limitations the same in electronic or digital form. Employees must not leave any of BGCHV's Trade Secrets/Confidential Information unattended in any area, whether on or off the Company's premises, where leaving such information unattended creates a risk that the information may be accessed or acquired by any individual who is not authorized to view or access the Trade Secrets/Confidential Information. Similarly, employees must not discuss Trade Secrets/Confidential Information in public spaces to avoid inadvertent disclosure of confidential and proprietary information.

Employees must not, except as required in the conduct of the Company's business or as authorized in writing by the Company, disclose or use during the term of their employment or subsequent thereto any Trade Secrets/Confidential Information. Furthermore, all records, files, plans, documents and the like relating to the business of the Company you prepare, use or come in contact with remains the sole property of the Company and is not to be copied without written permission of the Company and is to be returned to the Company on termination of your employment, regardless of whether requested by the Company to do so at the time of your termination, or at the Company's request at any time.

Publicity

In the course of advertising, public relations or other similar conduct for business purposes, the Company may utilize media resources. The Company may use your photograph, picture, and/or voice transcription for promotion or advertising at any time without compensation.

Social Media

This policy governs employee use of social media, including any tools used to share content and profiles including, but not limited to, social networking websites, apps, and blogs. The lack of explicit reference to a specific site or type of social media does not limit the application of this policy.

The Company respects the rights of all employees to use social media. However, because communications by Company employees on social media could, in certain situations, negatively impact business operations or create legal liability, it is necessary for the Company to provide these guidelines. These guidelines are intended to ensure employees understand the types of conduct that are prohibited. **This policy will not be interpreted or applied so as to interfere with the rights of employees to discuss or share information related to their wages, hours, or other terms and conditions of employment. Employees have the right to engage in or refrain from such activities.**

Employees engaging in use of social media remain subject to the Company's policies and procedures regarding: (1) protecting trade secrets and confidential information related to the Company's operation; (2) safeguarding Company property; (3) prohibiting unlawful discrimination, harassment and retaliation; and (4) governing the use of Company IT.

Employees are prohibited from the following:

- Disclosing on social media the Company's or any third party's Trade Secrets/Confidential Information (as defined above).
- Using social media to post or to display comments about co-workers, supervisors, clients, vendors, or suppliers that constitute a violation of the Company's Policy Against Unlawful Harassment, Discrimination, and Retaliation or are otherwise physically threatening or intimidating.
- Using social media to post or display content that is an intentional public attack on the Company's products and/or services in a manner that a reasonable person would perceive as calculated to harm the Company's business and is unrelated to any employee concern involving the terms and conditions of employment.
- Disclosing or publishing on social media any promotional content about the Company or its products, unless authorized and approved by the Company.
- Using social media while on working time, unless it is being used for Company business and with the authorization and approval of the Company.
- Posting a photograph or video of a vendor, supplier, or client on social media without that individual's express permission.
- Misrepresenting on social media an employee's title or position with the Company.

Violations of this policy may result in disciplinary action, up to and including termination. If you have any questions about this policy, contact your supervisor or the Human Resources Manager.

Employees may not use Company-owned equipment, including Company information technology, Company-licensed software or other electronic equipment, or facilities or Company time, to conduct personal blogging or social networking activities.

Employees should know that the Company has the right to and will monitor the use of its information technology, telephone, and other equipment and systems, as well as any publicly accessible social media. Employees should expect that any information created, transmitted, downloaded, exchanged or discussed on publicly accessible online social media may be accessed by the Company at any time without prior notice.

Social media account ownership: To the extent employees are authorized as part of their job duties to use social media account(s) to advance the Company's interests, the Company, not the employee, owns the account(s) and employees are required to return all logins and passwords for such accounts at the end of employment.

Unauthorized Interviews

Employees should not speak to the media or any other individual on the Company's behalf without contacting the Chief Operating Officer or Chief Executive Officer. All media inquiries should be directed to them. This policy is not designed to prohibit an employee's cooperation with a government investigation, or their ability to speak with government agency representatives on behalf of themselves, or to exercise any other rights they may have available under applicable law.

Changes In Status

Changes In Personnel Records

To keep your personnel records up to date and to ensure the appropriate benefits are made available, employees are expected to promptly notify the Company of any change of name, address, phone number, number of dependents, or other applicable information.

It is your responsibility to ensure that the Company has up-to-date contact information for you prior to your departure, so that you receive any legally required notices and information following your separation. Please notify the Human Resources Manager immediately if you need to update your contact information.

Outside Inquiries Concerning Employees

All inquiries concerning employees from outside sources, including requests for references, should be directed to the Human Resources Department. No employee information should be given by any other employee or manager to an outside source. The Company's policy as to references for employees who have left the Company is to disclose only the dates of employment and the title of the last position held.

Notice Of Resignation

In the event you choose to resign from your position, we ask that you provide at least two (2) weeks' written notice. You are responsible for returning Company property in your possession or for which you are responsible. In some situations, employees may have signed an employment agreement requesting more advanced notice, in which case, such employees must provide the advance notice period requested by their employment agreement.

All employment with the Company is at-will, including employment during the resignation notice period. Therefore, the Company may exercise its right to accept an employee's resignation effective immediately and to accelerate the final date of employment at any time during the resignation notice period, with or without cause or advance notice. No compensation is owed for the remaining days in the resignation notice period if the Company chooses to terminate the employment relationship before the end of the resignation notice period.

Exit Interview

Any employee leaving BGCHV may be requested to attend an exit interview conducted by the employee's Department Manager or the Human Resources Manager. The purpose of the interview is to determine the reasons for separation, resolve any questions of compensation or insurance continuation, arrange the return of Company property, or attend to other matters related to the separation.

To Sum It All Up

This handbook highlights your opportunities and responsibilities at BGCHV. By always keeping the contents of the handbook in mind, you should be successful and happy in your work at BGCHV. Once again, welcome to our Company, and we look forward to working with you.

Employee Acknowledgment and Agreement

By signing below, I acknowledge that I have received a physical or electronic copy of the Boys & Girls Clubs of Huntington Valley (“Company”) Employee Handbook and I will familiarize myself with its contents.

I acknowledge that nothing in the Employee Handbook creates or is intended to create a promise or representation of continued employment and that my employment, position, and compensation at the Company are at-will, shall be for no specific duration, and may be changed or terminated at the will of the Company. Both I and the Company have the right to terminate my employment at any time, with or without cause or prior notice. By signing below, I certify that I understand that employment at-will is the sole and entire agreement between myself and the Company concerning the duration of my employment and the circumstances under which my employment may be terminated. It supersedes all prior agreements, understandings, and representations (whether written or oral) concerning the duration of my employment with the Company and/or the circumstances under which my employment may be terminated. My employment-at-will status may only be changed in a written document signed by the Chief Executive Officer of the Company.

MY SIGNATURE BELOW ATTESTS TO THE FACT THAT I HAVE READ, UNDERSTAND, AND AGREE TO BE LEGALLY BOUND TO ALL OF THE ABOVE TERMS.

DO NOT SIGN UNTIL YOU HAVE READ THE ABOVE ACKNOWLEDGMENT AND AGREEMENT.

Print Full Name

Signature

Date

[RETAIN IN EMPLOYEE PERSONNEL FILE]